

COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 4557

(the "Union")

AND

COMMUNITY LIVING ONTARIO

(the "Employer")

Expiry: March 31, 2026

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ARTICLE 1 – PURPOSE

1.01.1 Purpose

Community Living Ontario is a non-profit organization dedicated to promoting inclusion for people with intellectual disabilities. Consistent with the mission of Community Living Ontario (the "Employer"), it is the mutual desire of the Employer and CUPE, Local 4557 (the "Union") to foster a progressive, just, proactive, professional and harmonious relationship through mutual trust, common purpose and a positive work environment. The Employer, in its capacity as a non-profit organization relies, to achieve this end, on the contributions of its employees, members of the Employer's Board and Committees and the financial support of the public. The parties recognize that the mutual achievement of these goals will provide the foundation for operational efficiency, the highest quality of service, together with employee satisfaction and employment security.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.01

a) Employee is any person employed full, part-time or contract by the Employer in one of the positions listed in Schedule A.

b) Employer is Community Living Ontario.

d) Regular Full-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule of not less than thirty (30) hours per week.

e) Regular Part-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the regular full-time Employee.

f) The term "Contract employee" shall be defined as an Employee who is hired to fill a temporary contract of twelve (12) months or less, provided that they may fill a temporary contract of longer than twelve (12) months where they are backfilling for a regular full-time or part-time employee who is on a statutory protected leave of absence, or Union leave, pursuant to the terms of this agreement. A "permanent employee" is a bargaining unit employee who is not a "Contract Employee".

g) "Union" is the Canadian Union of Public Employees, Local 4557

2.02 This collective agreement uses gender neutral pronouns (them, they, their) to refer to individual employees and the use of such pronouns shall not be understood to imply the plural unless appropriate in the context.

ARTICLE 3 - UNION SECURITY

3.01 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs, where it would directly result in the layoff of a bargaining unit employee.

3.02 No Contracting Out

The Employer will not contract out bargaining unit work where it would directly result in the layoff of a bargaining unit employee.

3.03 Employment Assistance Placements

The Employer will not use persons available through employment assistance programs to perform work of the Bargaining Unit.

3.04 Student Employees

Students employed through student programs or through internship placement programs shall not be included in the bargaining unit but shall not result in the layoff of a bargaining unit employee, or a reduction in the hours of work of a bargaining unit employee or shall not cause the delay or postponement of the filling of vacancies of positions as set out in Article 19.

3.05 Protection Against Volunteers

Volunteers will not be used to perform work of the bargaining unit, if it would result in the layoff of Employees in the bargaining Unit.

3.06 No Other Agreements

No bargaining unit Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.07 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, employee number, home mailing address, telephone number, personal e-mail (if made available to the Employer). The list will also indicate the Employee's work site and employment status (such as full-time, part-time), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

3.08 Union Orientation Sessions

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of fifteen (15) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

3.09 Notification of New Hires

The Union will be notified of the full name, job title/classification, employee number and employment status (e.g. full-time, part-time, temporary/contract, seasonal, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

3.10 CUPE Representation

A representative of the Canadian Union of Public Employees (referred to hereinafter as the "CUPE Representative") may participate in meetings between the local Union and the Employer with advance notice to the Employer, provided that the lack of availability of such representatives shall not unduly delay such meetings. This article does not refer to meetings that are directly between management and an individual employee that are for purposes other than issuing discipline or hearing a grievance.

3.11 Bulletin Boards

1. The Employer will provide a Union bulletin board in the work site. The Employer shall also provide access to an electronic portal, for the purpose of facilitating communication and dissemination of information among employees.
2. The Portal shall be accessible to all employees.
3. The Employer reserves the right to remove any content that the Employer deems to be unprofessional or inappropriate, defamatory, libelous or slanderous.

The portal/bulletin boards will be used solely for postings by the Union.

3.12 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

4.01 No Discrimination

a) The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction, or coercion exercised or practiced by any of its representatives or members with respect to any employee because of their membership or non-membership in the Union.

4.02 No Harassment

a) The Employer and the Union agree to abide by the provisions of the *Human Rights Code*, including a workplace free from discrimination and harassment on the grounds prohibited under the *Human Rights Code*.

b) The Employer and the Union agree to abide by the provisions of the *Occupational Health and Safety Act*, including all obligations related to workplace harassment and workplace sexual harassment.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes and acknowledges that the management of the Employer's operation and the direction of the working forces are fixed exclusively in the Employer and that all rights heretofore exercised by the Employer or inherent in the Employer not expressly contracted away by a specific provision of this Agreement, or applicable legislation, are retained solely by the Employer. For greater certainty and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- a) to maintain order, discipline, and efficiency and to make, alter, and enforce rules and regulations, policies, and practices to be observed by all employees; b) to hire, assign duties, schedule, direct, classify, re-classify, transfer, promote, demote, layoff, recall, terminate, discipline, suspend, or discharge its employees, provided that discharge for just cause of a non-probationary employee may be subject to the grievance provisions hereinafter provided;
- b) to determine and establish standards and procedures for the performance of work;
- c) to determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment, or discontinuance; to plan, direct, control, and alter all operations; determine (in the interest of efficient operation and highest standards of care, service, and support) the direction of the working forces, the services to be provided, and the methods, procedures, and equipment to be used in connection therewith; to introduce, change, or discontinue job duties or processes; determine employee dress codes; determine the descriptions of the jobs, the hours of work, the work assignments, the methods of doing the work, when overtime shall be worked, and require employees to work overtime in excess of regularly scheduled hours of work in a day or week; and to determine the working establishment for any service and the standards of performance for all employees;
- d) to determine the qualifications of employees; to establish and administer tests for the purpose of assisting the Employer to determine an employee's qualifications to fill job vacancies or new positions, to perform specific tasks or as required by government legislation, regulations, or policies; require medical information or examinations for any legitimate reason; determine the allocation and number of employees required, by the Employer at any one time; introduce new and improved methods, facilities, equipment; control the amount of supervision necessary; to increase or reduce personnel in any particular area;
- e) to have jurisdiction over all operations, buildings, and equipment; and
- f) to determine, direct, and control all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement.

The Employer agrees to exercise the foregoing responsibilities and rights in a manner consistent with the provisions of this Agreement and applicable legislation and that is not arbitrary, discriminatory or in bad faith.

ARTICLE 6 – UNION REPRESENTATION

6.01 No Strikes or Lockouts

The Union and the Employer agree that there will be no strikes or lockout during the term of this Agreement. The word "strike" and the word "lockout" shall be defined in accordance with the definitions set out in the *Ontario Labour Relations Act*.

6.02 Dues

(a) Deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.

(b) Supporting Documentation

The Employer will, at the time of making each remittance hereunder to the National Secretary-Treasurer of the Union, supply a statement showing names and classifications of employees and their gross wages paid for the month in respect of which dues are being remitted. The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

6.03 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

6.04 Union Staff Representatives

The Union shall notify the Employer in writing of the name of each Union Staff Representative, and this shall be done before the Employer shall be required to recognize them.

6.05 Joint Labour/Management Committee

A Labour/Management Committee is hereby established composed of not more than two (2) Representatives from the Union and two (2) Representatives from the Employer, where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures. For clarity, any decision of the Labour/Management Committee shall be merely advisory and shall not bind the Employer nor shall it have legal force. The Committee shall meet quarterly. The meetings shall be pre-arranged and scheduled on an annual basis, no later than January 15th of each year. A mutually agreed upon agenda will be distributed two (2) weeks prior to the meeting. The meeting shall be co- chaired by a member of the Employer and a member of the Union.

6.06 Representation

No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards.

6.07 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours for the purpose of investigations and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor, subject to operational need. Such permission shall not be unreasonably withheld. All time spent in participating in such meetings during the Employee's regular hours of work, including work performed on various committees, shall be considered as time worked for the purposes of seniority and service but not for the purposes of compensation unless otherwise expressly agreed in this collective agreement, and in any event such time shall not count towards any overtime threshold.

6.08 Bargaining Committee

The Union will advise the Employer of the Union nominees to the Bargaining Committee, comprised of up to three (3) members excluding the CUPE representative. All time spent attending meetings between the Employer and the Bargaining Committee during an Employee's regular working hours shall be paid by the Employer, only up to the point at which a conciliation officer is requested whereafter the Union shall reimburse the Employer for the total costs of compensation for negotiation time after such request is made. Any time spent in negotiations shall not count as hours worked for the purposes of overtime.

Time off with pay shall be granted to up to three (3) representatives of the Union upon application to the Employer for preparation meetings for collective bargaining. The Union shall reimburse the Employer for the total costs of compensation for such time and any such time spent in negotiations shall not count as hours worked for the purposes of overtime.

ARTICLE 7 – GRIEVANCES

7.01 Definition of Grievance

For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Collective Agreement including any question as to whether a matter is arbitrable.

7.02 Working Days

For the purpose of this Article and Article 8 (Arbitration), the words "working days" shall not include Saturdays, Sundays, or public holidays identified under the *Employment Standards Act, 2000* or in this agreement.

7.03 Informal Complaint.

Where an individual employee has a complaint, they may first bring that complaint to their immediate supervisor for discussion directly with the supervisor within seven (7) working days after the date on which the incident or circumstances complained of arose. The employee may request the assistance of a Union steward for the purposes of this informal complaint discussion. If the complaint is not resolved to the satisfaction of the employee within seven (7) working days of the complaint discussion taking place, then the Union may file a grievance at Step 1.

Step #1. The Union shall file a Step 1 grievance in writing to the immediate manager responsible within seven (7) working days after the informal complaint resolution meeting

occurred if the matter is not resolved through the informal complaint resolution process and this will be on a Step 1 Grievance Form. Accordingly, the Employer or the Union shall not consider or process any grievance filed more than seven (7) working days after the date on which the informal complaint process meeting took place. The immediate manager shall have seven (7) working days to issue a response in writing to the Step 1 grievance form, failing which the complaint may be processed as a grievance at Step #2.

Step #2 - Within seven (7) working days following the decision under Step #1 or if no decision is issued then within ten (10) working days following the filing of a timely grievance at Step #1, the Union shall notify the Chief Executive Officer or designate in writing that they wish to advance the grievance to Step #2. The Chief Executive Officer or designate shall review the grievance and render a decision in writing within ten (10) working days from the date on which the Step #2 grievance is delivered.

- 7.04 Policy/Employer Grievance.** It is agreed that an Employer or a Union policy grievance arising directly between the Employer and the Union relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether the grievance is arbitrable shall be originated under Step #2 above within seven (7) working days after the circumstances giving rise to the grievance have occurred or originated, and the applicable provisions and timelines with respect to that Step shall appropriately apply. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an individual employee or group of employees which they could have instituted themselves using the regular grievance procedure, group grievance procedure, and that the regular grievance procedures respecting such individual grievances shall not be thereby bypassed.
- 7.05 Group Grievance.** Where a number of employees have identical grievances, and each employee would be entitled to grieve separately the Union may present a group grievance in writing to management within seven (7) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step #1 and the applicable provisions and timelines of that Step shall then apply with respect to the processing of such grievance.
- 7.06 Timeliness.** All agreements reached under the Grievance Procedure and the Arbitration Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding. All time limits referred to in the Grievance Procedure and the Arbitration Procedure shall be construed as mandatory. Notwithstanding the provisions of the Ontario *Labour Relations Act, 1995*, the parties agree that these time limits provided for in the Grievance Procedure and the Arbitration Procedure should not be extended by an arbitrator. However, the parties may mutually agree to waive or extend any of the time limits established in this Grievance Procedure, providing that any such agreement must be in writing and acknowledged by the parties.
- 7.07 Permission to Leave Work - Grievances.** Union officers and grievors will be entitled to leave their work without loss of pay during working hours in order to participate in grievance meetings with the Employer (one grievance officer per meeting). Time spent in such meetings shall not be included in hours worked for the purposes of the overtime. Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor, subject to operational needs. Permission will not be unreasonably withheld.

ARTICLE 8 – ARBITRATION

8.01 Referral to Arbitration

All grievances referred to arbitration, under this Agreement shall be before a Sole Arbitrator. When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party and propose three (3) Arbitrators. If none of the proposed Arbitrators are acceptable to the other party, other Arbitrators may be proposed by either party. If an acceptable Arbitrator is not agreed upon within thirty (30) working days, the parties may either submit more proposed Arbitrators or request the Ministry of Labour to appoint an Arbitrator.

8.02 Each party will pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration.

8.03 Jurisdiction of Arbitrator

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

8.04 Decision of the Arbitrator

The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions.

9.02 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer within three (3) working days of being notified and the error confirmed.

9.03 Recovery of Accidental Overpayment

In the event of an overpayment, the Employer shall advise the Employee in writing of such overpayment, which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred. Local 4557 shall be informed in writing at the same time as the Employee and the Employer shall meet with the Employee who shall have the right to Union representation so as to negotiate an appropriate schedule of recovery, which shall not be more than four (4) pay periods and, in the event of termination, overpayments will be deducted from the Employee's final pay and cheque from the Employee if the amounts so require.

ARTICLE 10 – HOURS OF WORK

10.01 It is understood that regular hours may vary from employee to employee. Each employee's regular hours of work shall be defined in their letter of employment, as may be amended from time to time by the Employer. Nothing herein or in any such letter of employment shall create a guarantee of hours or schedule or prevent the Union from claiming that a reduction in hours constitutes a layoff.

10.01 (a) The normal hours of work for a full-time permanent employee will be up to seventy-five (75) hours bi-weekly, Monday to Friday, excluding one half hour unpaid meal break. Hours worked per day shall generally not exceed seven and one-half (7.5). Hours of work may also include weekends and evenings. An employee may be required to flex their hours to meet operational and client needs, and subject to approval in advance by the Employer.

10.01 (b) It is understood employees are not expected to perform work by responding to email, text, or other communication on scheduled days off or outside of work hours, except in accordance with flexing hours or to respond to urgent operational or client needs that cannot reasonably wait until an employee's regularly scheduled hours of work. It is understood that communications for the purpose of managing employment, attendance, accommodations, and scheduling shall not constitute the performance of work and an employee is expected to communicate promptly regarding same, including when not on duty.

ARTICLE 11 – OVERTIME

11.01 Overtime

Employees are generally expected to flex their time within the pay period where required to start earlier or end later than their regular hours on any given day. Where flexing is not possible after consultation with the employee's supervisor, time worked in excess of regular bi-weekly hours up to eight-eight (88) hours biweekly shall be compensated by lieu time based on one hour of lieu time for each excess hour worked. Hours worked in excess of eight-eight (88) hours biweekly shall be compensated by lieu time at the rate of 1.5 hours per excess hour worked. Lieu time will be scheduled as approved by the Employer in the three months following the accrual of the lieu time.

Lieu time that has been previously approved may be taken in conjunction with other leaves, subject to approval based on operational needs.

If an employee leaves their employment for any reason, such employee shall be entitled to a payout of lieu time that has been previously approved for accrual.

ARTICLE 12 – BENEFITS

12.01 Benefit Coverage

The Employer agrees to continue to pay the premiums associated with the health and dental benefits package (with the benefit coverage and levels maintained) in force at the time of the signing of this Agreement.

12.02 Changes to Benefits

The Employer will provide advance notice to the Union of any change to benefits provider and will agree to maintain the current range and level of benefits for the duration of this collective agreement.

12.03 Responsibility

The Employer is responsible for remitting premiums in respect of the benefits plans established from time to time but is not responsible for the administration and application of the benefit plans or liable to employees for decisions made by any benefits provider.

12.04 Continuation of Benefits

The Employer will continue to pay its share of premiums for health and dental benefits for an employee who is on pregnancy and parental leave, or other statutory leave as prescribed by the *Employment Standards Act*.

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of twelve (12) months, following the death of a full-time Employee, other than a retiree.

Employees on an unpaid leave due to illness or disability may continue to participate in benefits by paying 100% of the benefit premiums for such benefits for a period of up to eighteen (18) months whereafter all participation in benefits will cease.

12.05 Long Term Disability

The Employer agrees to maintain a long-term disability coverage plan with an external provider for eligible permanent full-time employees who have passed their probationary period, 100% of the premiums of which will be paid by participating employees by payroll deduction. The Employer will provide a lump sum payment of \$64.50 per biweekly payroll period to full-time employees who both: a) are eligible for LTD coverage; and ii) who are making biweekly payments towards LTD premiums.

ARTICLE 13 – WORKPLACE ACCIDENT INSURANCE

13.01 The Employer agrees to maintain a form of workplace accident insurance coverage for employees.

ARTICLE 14 – PHONE AND INTERNET COMPENSATION

14.01 The Employer will continue to provide a payment of \$42.69 per pay period to employees for the purpose of covering phone and internet expenses for the life of the collective agreement.

ARTICLE 15 – SICK LEAVE

15.01

- a) Full-time permanent post-probationary employees shall be advanced sick leave credits based on 90 hours per calendar year for an employee who works 75 hours biweekly and prop-rated for employees who work less than 75 hours biweekly. These credits are accrued on a monthly basis during periods of paid employment only. A day of sick leave credits is calculated based on one fifth of their regular weekly hours.
- b) These benefits will be available for use if an employee is unable to attend work due to the illness, injury or medical emergency of the employee. Sick leave credits remaining at the end of each calendar year shall not be paid out or carried over. Sick leave credits are an indemnity against lost wages where an employee is unable to work and shall not be paid out at the end of an employee's employment.
- c) Sick leave credits shall not be available during any period when an employee is unable to work due to a WSIB or WSIB-alternative covered illness or injury.
- d) Employees who are absent for more than three (3) consecutive working days are required to submit a note from a licensed physician or medical practitioner stating the nature of the illness and/or medical condition that led to the absence.
- e) Any employee who has been absent due to illness or injury for more than five (5) occurrences per calendar year shall have his or her attendance record reviewed; they may be required to submit a physician's note or other medical evidence to obtain additional sick days for that year.
- f) An employee may use up to the equivalent of three (3) days' worth of accrued sick leave credits where the employee is unable to perform work due to the illness, injury, medical emergency or other urgent matter related to an employee's family member (which shall be understood to include the persons for whom an employee would be eligible to take Family Responsibility Leave or Personal Emergency Leave under the terms of the *Employment Standards Act, 2000*).

ARTICLE 16 - SHORT TERM DISABILITY

16.01

- a) The short-term disability (STD) program is designed to assist employees whose illness lasts beyond a few days and continues to long-term disability.
- b) The STD claim commences seven (7) days after the onset of illness or one (1) day after admission to the hospital.
- c) Commencing after completion of twelve (12) months paid full-time employment, full-time permanent employees will accrue STD credits based on 90 hours per calendar year for an employee who works 75 hours biweekly and pro-rated for employees who work less than 75 hours biweekly. These credits are accrued on a monthly basis during periods of paid employment only. A day of sick leave credits is calculated based on one fifth of their regular weekly hours. The maximum accrued hours will be 900 hours, pro-rated for employees working less than 75 hours biweekly.
- d) Where a STD claim commences per this article, the employee will be entitled to use accrued sick leave credits in relation to their absence for up to two (2) weeks. Thereafter, any claim to access accrued STD credits for continuing absence will be determined by a third-party adjudicator and the Employer shall not be responsible or liable for the processing, administration, approval or denial of such benefits.
- e) The employee is responsible for providing the required documentation to support the claim. If the documentation is not provided to the third-party adjudicator within the required time, the claim may be denied or delayed by the third party-adjudicator.
- f) Community Living Ontario is not responsible for any of the costs associated with gathering the required documentation.

ARTICLE 17 - VACATION

17.01 Accrual of Vacation

- a) Full-time permanent employees shall accrue vacation based on time actually worked, pro-rated for part years of employment as follows:

Length of Continuous Service	Vacation Time (unpaid) Accrual Per Calendar Year*	Vacation Pay Accrued on a biweekly basis based on percentage of wages actually earned per payroll
Less than 1 year	1 ¼ (one and one quarter) of a working day for each month worked	6% of wages
1 year, but less than 4 years	3 weeks per year	6% of wages
4-8 years	4 weeks per year	8% of wages
9-15 years	5 weeks per year	10% of wages
Over 15 years	6 weeks per year	12% of wages

*Vacation time is based on full calendar weeks.

- b) Part-time and temporary employees shall accrue vacation based on the *Employment Standards Act, 2000*, with vacation pay paid out on a biweekly basis.

17.02 Carry-Over of Vacation

Employees may be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week upon approval in advance for special circumstances. Such request shall not be unreasonably denied.

17.03 Vacation Scheduling

Employees are required to submit, in writing, their vacation request at least one (1) month in advance to the Immediate Supervisor. Vacation requests received one (1) month in advance will be decided based on the timing of the approved vacation request, employee seniority and Organization needs. Vacation requests received within one (1) month of the intended vacation time will be granted in order of the request received and subject to organizational needs. Requests shall not be denied in an arbitrary, discriminatory or bad faith manner.

17.04 Unbroken Vacation Period

An Employee will be entitled to receive their vacation in minimum increments of one (1) week periods unless otherwise mutually agreed upon between the Employee concerned and the Employer.

17.05 Approved Leave of Absence During Vacation

Where an Employee is hospitalized or qualified for bereavement leave, or crime related child disappearance, during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

17.06 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year before they have received all of their vacation pay will be entitled to be paid out any vacation pay accrued prior to the date of termination.

ARTICLE 18 – LEAVES

18.01 Bereavement Leave

Full-time permanent employees shall be entitled to bereavement leave as follows:

- a) In the event of death of an Employee's spouse (including same sex or common-law spouse and fiancée), child or parent, sister, brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild the Employee will be entitled to leave of absence without loss of pay for five (5) consecutive calendar days commencing on the date of death.
- b) In the event of death of an Employee's aunt, uncle, former or legal guardian, niece, or nephew or first cousin relative, the Employee will be entitled to leave of absence without loss of pay for the two (2) consecutive calendar days commencing on the date of death.
- c) Additional days without pay may be granted at the discretion of the Employer. The Employee will be paid for scheduled hours during the leave, which she otherwise would have worked.
- d) The Employee will be allowed to save one day to attend a memorial service that occurs at a later time.

18.02 Jury Duty and Court Attendance

If a full-time permanent employee is required as a juror in any court of law, or is required by subpoena to attend a court of law, the Employee will not lose regular base pay or seniority because of such attendance, provided that the Employee:

- Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- Present proof of service requiring the Employee's attendance;
- Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.
- The amount of compensation the employee receives for jury duty from the government during their jury duty shall be remitted to Community Living Ontario.

18.03 Unpaid Leave of Absence

Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness in exceptional compassionate circumstances for up to four (4) weeks, with the option of one further extension, which shall not be unreasonably withheld. The Employee must give at least two (2) weeks' notice. The response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits and seniority will not accumulate during unpaid leave of absence. Medical, dental and other insurance coverage under this Agreement will continue if the Employee pays the full premium for such coverage.

If payment is not received in advance from the Employee, coverage will be terminated.

18.04 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority for up to a combined total of four (4) weeks per calendar year for all Employees. All costs and payroll costs associated with continued wages and benefits for the time the Employee was released will be billed to the Union Secretary-Treasurer every two (2) months.

ARTICLE 19 - PUBLIC HOLIDAYS

19.01 Paid Holidays

The Employer recognizes the following as Public Holidays for employees:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day (July 1st)
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

Payment for public holidays will be calculated in accordance with the ESA.

19.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the Employee must work their scheduled working day immediately preceding or the working day following the holiday unless on an approved leave of absence or absent due to illness. The Employer has the right to request a medical note.

ARTICLE 20 – FEES AND ALLOWANCES

20.01 Mileage Allowance

- a) When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes between their regular place of work and the location in the community at a rate \$0.50 (fifty cents) per kilometer.
- b) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.
- c) Employees will not be mandated to carpool where they have a reasonable explanation satisfactory to the Employer for declining to do so.

ARTICLE 21 - JOB POSTINGS

21.01 Job Postings

Whenever the Employer determines a vacancy is to be filled for an existing position or for a new position that is created within the bargaining unit, the Employer will post a notice on the Employer's main bulletin boards and circulate a copy internally through Employer email, with a copy to the Union. The position will be posted for a period of five (5) days so that interested Employees can apply. The name of the successful applicant will be posted by the Employer and will be emailed to the Union.

21.02 Appointments

In making staff changes, transfers, or promotions, appointment will be made to the candidate who is best qualified based on having the skills, ability, qualifications, experience, training, and ability to relate to the group of people we support, necessary to do the work available. Where the two (2) best qualified candidates based on the foregoing considerations are relatively equal, then the appointment will be awarded to the candidate who has the highest seniority.

21.03 The posting referred to in 21.01 shall set out the Job Classification, nature of the position, qualifications, experience required and hourly rate range.

21.04 All internal applications for the posting must be submitted in writing to the Employer (through the method described in the posting) within the five (5) business day posting period.

21.05 It is understood that the Employer need not consider an application from an employee in their probationary period for a posting under Article 21.01 (though the Employer may do so at its sole discretion).

21.06 The Union will be notified of all bargaining unit appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments will also be posted. The Union will be supplied a copy of each posting.

21.07 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 22 - SENIORITY

22.01 Seniority Defined

Seniority is defined as the length of service from last date of hire with the Employer in the bargaining unit.

22.02 Seniority Lists

- a) The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January and July of each year.
- b) Regular Full-time Permanent Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to Certification. Seniority will operate on a bargaining unit wide basis.
- c) Regular Part-Time Permanent Employees will accumulate seniority on the basis of one year's seniority for each nineteen hundred and fifty (1950) hours paid in the bargaining unit as of the last date of hire, including all previous service prior to Certification. Seniority

will operate on a bargaining unit wide basis.

- d) An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.
- e) For the purpose of this Article, time away from work that is protected by the *Employment Standards Act* or the *Human Rights Code* will be deemed to be hours worked for the purposes of seniority.
- f) Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.
- g) All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

22.03 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 21. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

22.04 Loss of Seniority

An Employee will lose their seniority and their employment will be deemed terminated in the event the employee:

- a) Is discharged.
- b) Resigns or retires.
- c) Is laid off in excess of eight (18) months
- d) is absent from work for a period of three (3) consecutive business days or more without notifying the Employer of their absence, unless a satisfactory reason for the failure to notify is provided to the Employer.
- e) Uses an approved leave of absence for purposes other than that for which it was granted.
- f) Is absent due to illness or disability for a period of twenty-four (24) months, consistent with applicable human rights law.
- g) Fails to report to work within five (5) working days after receipt of the notice of recall at their last address on record with the Employer.
- h) Fails to report for work upon the expiration of any leave of absence granted to them.

22.05 Transfer from Full-Time to Part-Time

If an Employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 1950 hours paid.

22.06 Transfer from Part-Time to Full-Time

If an Employee transfers from part-time to full-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: 1950 hours paid equals one (1) year.

ARTICLE 23 – PROBATIONARY EMPLOYEES

23.01 Probationary Employees

Newly hired Full-Time Employees will be considered on a probationary basis for a period of 6 months actually and actively worked (or 975 hours worked for Part-time employees). During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. After successful completion of the probationary period, seniority will be effective from the original date of employment. The discharge of a probationary employee shall not be subject to the grievance arbitration procedure. Nothing herein prevents a probationary employee from pursuing a claim related to discrimination under the Human Rights Code through the Human Rights Tribunal of Ontario.

ARTICLE 24 – LAYOFFS AND RECALLS

24.01 In the event that a reduction of the workforce is required, the Employer agrees to layoff employees in the reverse order of seniority within their job classification, provided that, in the opinion of the Employer, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, those employees who remain at work have the skills, ability, qualifications, experience, training and ability to relate to the group of people we support, necessary to do the work available.

24.02 When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff and be placed on the recall list for a period of up to eighteen (18) months, or be entitled to exercise their seniority to bump a less senior Employee in the same or lower paid position, providing they have the skills, ability, qualifications, experience, training and ability to relate to the group of people we support, necessary to do the work of the position they chose to bump into.

24.03 No new Employee will be hired until those laid off and on the recall list have been given an opportunity for reemployment for which they are qualified based on their skills, ability, qualifications, experience, training and ability to relate to the group of people we support, necessary to do the work available. Employees will not lose recall rights if they refuse a temporary position of two weeks or less duration.

24.04 It is the sole responsibility of the Employee who has been laid off to notify the Employer of their intention to return to work within five (5) business days after being notified to do so. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.

ARTICLE 25 – DISCIPLINE

25.01 Principle of Innocence

Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

25.02 Union Representation

An Employee who is called to a meeting by Management for the purpose of receiving disciplinary action, a disciplinary suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative.

25.03 Disciplinary Action or Notation

Any record of suspension, disciplinary action, letter or reprimand shall be removed from an employee's personnel file no later than twenty-four (24) months active worked after the occurrence of the issuance of the discipline or agreed upon timeline as a result of a grievance settlement, provided there are no other instances of discipline during that twenty-four (24) month period.

25.04 Access to Personnel File

An Employee will have the right during normal business hours of the administration office to review digital copies of their personnel file. An Employee is entitled to receive a digital copy of the file materials if requested.

An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

25.05 Discipline Procedure

When an Employee is disciplined, the Employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 2 of the grievance procedure.

25.06 Right to have Steward Present

Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor will notify the Employee in advance of the purpose of the interview. The Employer will also notify the Employee of their right to have a Union Steward present at the interview, provided that the lack of availability of a steward shall not unduly delay the interview. A Steward or Local Officer may have the right to consult with a CUPE Representative.

ARTICLE 26 – HEALTH AND SAFETY AND ACCOMMODATION

26.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the Ontario Occupational Health and Safety Act and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the company, both parties will cooperate on

promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

26.02 Duty to Accommodate/Return to Work

Bargaining Unit employees shall be provided with a Union representative during any meeting with a representative of the Employer with regard to arranging modified work duties and accommodation, including meetings with the Employer and the Workplace Safety and Insurance Board or the Employer and its disability insurance carriers, where requested by the employee.

26.03 Workload

Workload will be identified as a standing item for discussion at the JHSC.

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.01 Technological Change

Where reasonably able to do so, the Employer will notify the Union at least thirty (30) days in advance of any technological change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change on its employees.

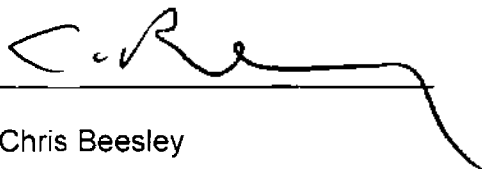
ARTICLE 28 – TERM OF AGREEMENT

28.01 Agreement Term

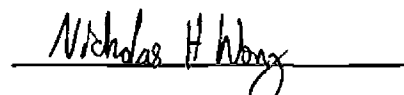
The term of this Agreement will be from January 1, 2024 to March 31, 2026 and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing within the period of not more than ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Dated at Toronto this 15 day of July 2024.

FOR THE EMPLOYER


Chris Beesley

FOR THE UNION


Nicholas Wong

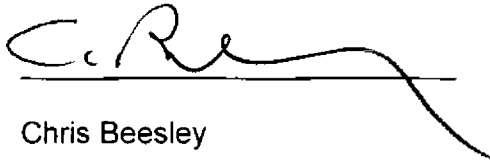
LETTER OF UNDERSTANDING # 1

RE: DISCUSSIONS REGARDING MULTI-SECTOR PENSION PLAN (MSPP)

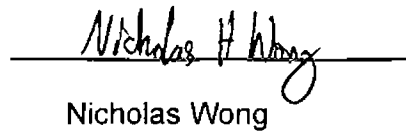
The Employer agrees to hear a presentation from the MSPP or CUPE Subject matter expert in relation to the benefits and obligations under the MSPP during the term of the collective agreement with expiry date of March 31, 2026.

Dated at Toronto this 15 day of July 2024.

FOR THE EMPLOYER


Chris Beesley

FOR THE UNION


Nicholas Wong

SCHEDULE "A"

Classifications and Wages

- **Appendix A – WAGES**

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- Wage rates/annual pay is subject to change based on changes to hours of work on a proportionate basis.
- Employees will be paid biweekly by direct deposit and subject to any deductions required for participation in benefits consistent with the Employer's current practice.
- Employees who have received more pay or credits than they have earned or accrued at the time of the termination of their employment will have such unearned/unaccrued pay or credits deducted from their final pay.
- All annual salaries are premised on the weekly hours indicated and are pro-rated for part years/weeks of active work. Nothing herein creates a guarantee of hours or annual earnings.
- The following wage grid will apply subject to the changes applicable on January 1, 2024.
- Any employee paid above the wage grid rates will be red circled and not receive any increases until their classification rate meets or exceeds their own rate, at which time they will receive the classification rate.

WAGE GRID EFFECTIVE ON JANUARY 1, 2024

Title	Weekly hrs	Annual Pay	1.5% Jan. 2024	1.5% Apr. 2025	Hourly Pay	1.5% Jan. 2024	1.5% Apr. 2025
Executive Assistant to President & Board of Directors	30	\$44,596.00	\$45,264.94	\$45,943.91	\$28.59	\$29.02	\$29.45
Corporate Partnership Coordinator	37.5	\$51,500.00	\$52,272.50	\$53,056.59	\$26.41	\$26.81	\$27.21
Social Media & Website Coordinator	37.5	\$51,500.00	\$52,272.50	\$53,056.59	\$26.41	\$26.81	\$27.21
Sr. Bookkeeper	37.5	\$50,000.00	\$50,750.00	\$51,511.25	\$25.64	\$26.02	\$26.41
Council and Family Engagement Coordinator	37.5	\$51,500.00	\$52,272.50	\$53,056.59	\$26.41	\$26.81	\$27.21
Marketing Coordinator	37.5	\$51,500.00	\$52,272.50	\$53,056.59	\$26.41	\$26.81	\$27.21
Community Engagement Coordinator	37.5	\$51,500.00	\$52,272.50	\$53,056.59	\$26.41	\$26.81	\$27.21
Student Links Coordinator	37.5	\$53,000.00	\$53,795.00	\$54,601.93	\$27.18	\$27.59	\$28.00
Labour Market Facilitator	37.5	\$61,800.00	\$62,727.00	\$63,667.91	\$31.69	\$32.17	\$32.65
Communications Lead	33.75	\$56,546.00	\$57,394.19	\$58,255.10	\$32.22	\$32.70	\$33.19

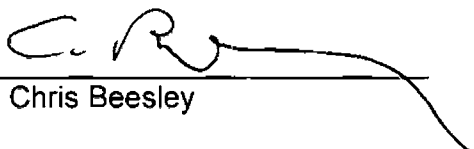
ENHANCEMENTS TO WAGES

January 1, 2024	Students Links Increase all to \$53,000 based on 75 hours biweekly – retroactive to Jan. 1, 2024 for employees employed on ratification. Retro paid within 2 weeks of ratification.	All Employees 1.5 % increase to employees employed on date of ratification, retroactive to January 1, 2024, retro to be paid within 2 weeks of ratification
April 1, 2025	1.5% increase to all classifications	

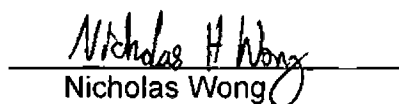
IN WITNESS WHEREOF the parties have hereunto executed this agreement.

Dated at Toronto this 15 day of July, 2024.

FOR THE EMPLOYER


Chris Beesley

FOR THE UNION


Nicholas Wong

Signature:

Email: chris@communitylivingontario.ca

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