

COLLECTIVE AGREEMENT

-between-

COMMUNITY LIVING
GUELPH WELLINGTON

COMMUNITY LIVING 
Guelph Wellington

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4392

CUPE 4392

OCTOBER 1st, 2022 – MARCH 31ST, 2025

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Article 1- General Purpose and Definitions

1.01 The general purpose of this Agreement is to establish and maintain **harmonious relations between the Employer and Employees, to provide good morale, well-being and security of all Employees represented by the Union, and to provide mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement.**

1.02 It is agreed and understood that the key objective of the parties is to fulfil the mission of the Community Living Guelph Wellington (CLGW) in an efficient and professional manner and that the parties shall cooperate, and this Agreement shall be interpreted at all times in a manner consistent with achieving this objective and in the interests of the person supported of CLGW.

1.03 No supervisors shall perform work covered by this Agreement if it causes a lay-off of a Full-Time Bargaining Unit Employee.

1.04 **Definitions**

"Association" or "Employer" or "CLGW" shall mean Community Living Guelph Wellington.

"Day(s)" shall mean calendar days.

"Full-Time Employee" shall mean an Employee in a permanent position inclusive of passport funds/hours who regularly works more than twenty-four (24) hours per week and who has passed the probationary period.

"Part-Time Employee" shall mean an Employee in a permanent position inclusive of passport funds/hours who is regularly scheduled twenty-four (24) or less hours per week and who has passed the probationary period.

"Relief Employee" shall mean an Employee who is not regularly scheduled and who is assigned to replace Employees on an ad hoc basis or provide services during a short-term high intensity care period, for periods of less than one (1) month in duration. A Relief Employee may also be used in these capacities for periods greater than one (1) month. The Employer may cancel or change scheduled shifts.

"Employees in a Temporary Position" shall mean an Employee working in a Full-Time or Part-Time position for a predetermined period of time, not to exceed twelve (12) months.

All references to the feminine gender in this Agreement shall also be read in the masculine gender and vice versa, wherever the context requires.

Article 2 - Recognition and Scope

2.01 Community Living Guelph Wellington recognizes the Canadian Union of Public Employees (CUPE) and its Local 4392 as the exclusive bargaining agent of all Employees of the Community Living Guelph Wellington in the County of Wellington, save and except Direct Support Supervisors, those above the rank of Direct Support Supervisor, office and clerical staff.

Clarity Note:

For purposes of clarity, the clerk/receptionist at ARC Industries is an office/clerical Employee and is not included in the Bargaining Unit.

2.02 The word "Employee" or "Employees" wherever used in this Agreement shall mean only those Employees in the Bargaining Unit described above.

2.03 In order to provide a measure of job security to the Employees in the Bargaining Unit, the Employer shall not contract out work performed by the Bargaining Unit unless otherwise mutually agreed.

2.04 No Employee shall be required or permitted to make written or verbal agreement with the Employer or its representative, which may conflict with the terms of this agreement.

- 2.05
- a) The Employer agrees that a volunteer shall not be used, with respect to a Full or Part-Time position, to replace a position, to reduce scheduled hours, nor to cause a lay-off.
 - b) When a parent or a representative of a supported person, or a supported person themselves, enters into a written agreement with the Employer for the provision of supports or services from the Employer, the Employer shall use only bargaining unit members to provide such supports or services.
 - c) It is recognized that an outside caregiver employed by the supported person or their representative may be used in transition and/or on a short-term basis, provided that it does not result in the replacement of a position, prevention of a permanent job posting, reduction of scheduled hours, nor cause a lay-off.

Note: Above is proposed provided it is understood would not apply to "flow through" arrangements, for example IRMI.

Article 3 - Management Rights

The Union acknowledges and recognizes that the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an express provision of this Agreement. The Union also recognizes the right of the Employer to make and alter from time to time rules and regulations which are reasonable and do not conflict with the terms and conditions of the Collective Agreement. Without restricting the generality of the foregoing, the Union

acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign duties, transfer, promote, demote, classify, retire, lay-off, recall, discharge, suspend or otherwise discipline Employees, provided that a claim of discharge or discipline without just cause by an Employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- c) 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 standard of service, the direction of the working force, the services to be provided and the methods procedures and equipment to be used in connection therewith; determine the descriptions of the jobs, the hours of work, the work assignments and working schedules, the methods of doing the work and the working establishment for any service and the standards of performance for all Employees;
- d) Determine the qualifications of Employees, the number of Employees required at any one time; introduce new and improved methods, facilities and equipment; control the amount of supervision; to increase or reduce personnel in any particular area; solely and exclusively manage its operations.

Article 4 - No Discrimination

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, restriction or coercion exercised or practiced by either party or their representatives or members because of any Employee's membership or non- membership in the Union.
- 4.02 The Employer and the Union agree that there will be no harassment or discrimination as defined under the "*Ontario Human Rights Code*"; or the *Occupational Health and Safety Act*; each as amended. In the event an Employee wishes to lodge a formal complaint alleging a breach of this section, they may have the assistance of a Union Steward or member of the Union executive in presenting their complaint.

Article 5 - No Strikes or Lockouts

- 5.01 During the term of this Agreement the Union agrees there will be no strikes and CLGW agrees there will be no lockouts. The words strike, and lockout shall have the meaning given to them in the *Ontario Labour Relations Act, 1995* as amended.
- 5.02 The Union agrees that there will be no union activity or solicitation for membership on the Employer's premises, except as provided for in this Agreement.

Article 6 - Check-Off

- 6.01 The Employer shall deduct from the pay of every member of the Bargaining Unit monthly dues, initiations, or assessments as designated by the Union.
- The Employer will include the amount of Union dues deducted from Employees on the T4 slips.
- 6.02 Deductions for Union membership dues made during each month shall be forwarded to the Secretary Treasurer of the National Union not later than the fifteenth (15th) day of the following month accompanied by a notice of changes to the list of names of Employees from whom the deductions have been made. The Employer shall provide a copy of the dues check off list to the Local Union Secretary Treasurer at the same time. "The dues check off list will include a breakdown listing each employee, full or part-time status, and amount of dues paid each month."
- 6.03 The Union agrees to keep the Employer harmless and indemnified from any claims against it by an Employee or any other party, which arises out of any deduction under this article.

Article 7 - Union Representation

- 7.01 The Employer acknowledges the right of the Union to select and elect from amongst Full-Time, Part-Time and Relief Employees who have completed their probationary period, a total of four (4) Stewards and one (1) Grievance Chair.
- 7.02 The Union recognizes and agrees that the Stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the Stewards during working hours, in order to assist an Employee in presenting their grievance to the designated representatives of the Employer in accordance with the Grievance Procedure provided, site needs are not sacrificed. In accordance with this understanding, the Employer agrees to compensate the Steward at their regular straight time hourly rate for time lost from their regular working hours when servicing grievances hereunder provided the Steward shall first obtain written permission from their immediate team Direct Support Supervisor before absenting themselves from their duties. Such permission shall not be unreasonably withheld. Prior to returning to work the Steward must report to their team Direct Support Supervisor or designate.
- 7.03 a) The Employer agrees to recognize a negotiating committee composed of up to four (4) Employees who have completed their probationary period to represent Employees of the Association with respect to negotiating renewals of this Agreement as provided. At least one (1) of the Employees on the negotiating committee shall be a Full-Time Employee and at least one (1) Employee shall be a Part-Time Employee. The Negotiating Committee may be comprised of any

classification inclusive of Relief.

The Union Negotiation Committee shall be paid for each day of negotiations in the amount of the greater of a) eight (8) hours of pay; of b) the pay they would have received for one (1) regularly scheduled evening or night shifts that may be cancelled for the purpose of attending negotiations immediately prior to or following the scheduled negotiation day prior to Conciliation.

b) Bulletin Boards

The Employer agrees that the Union may utilize one half (½) of the staff bulletin boards in its facilities and shall permit such posting as the Union requires to conduct Union affairs and inform the membership.

7.04 The Union must notify the Employer in writing of the names of Stewards and names of the Executive Committee and members of all recognized committees and their respective effective dates of their appointment before the Employer is obligated to recognize them. It is understood that the President of the Union or designate and the Executive Director or designate are automatically members of all recognized committees in addition to those specified.

7.05 The Employer and the Union shall each name up to three (3) representatives to the Labour-Management Committee which shall meet not less than twice per calendar year at times mutually agreed upon by the parties. One of the Union representatives to this committee shall be a Part-Time Employee. The purpose of these meetings will be to discuss matters of mutual concern in an open manner.

It is understood that all discussions at these meetings are on a without prejudice basis and may not be referred to, nor relied upon in any manner, in the grievance and arbitration process, unless a resolution to an issue is reduced to writing and expressly provides that the parties shall rely upon the resolution to govern future situations. Representatives of the Union shall be paid for such time in attendance at Labour-Management Committee meetings during their regular working hours at their regular rate of pay.

7.06 a) The Employer and the Union will cooperate regarding their respective obligations under the *Occupational Health and Safety Act*, as amended. The Employer will support a Joint Health and Safety Committee consisting of the number of representatives required under the "Act". Employees shall be compensated for their obligation and attendance at meetings in accordance with the "Act". It is agreed that each member of the JHSC will be allowed three (3) hours of paid time at their regular rate of pay every two (2) months to prepare for the JHSC meetings.

b) In cases of death or critical injury immediately provide notice to the Union President, Joint Health and Safety Committee, and Ministry of Labour as required

and provide a follow up report within forty-eight hours.

- c) Violence in the Workplace Reports and Employee Accident Reports will be provided to the co-chairs of the joint JHSC, or designate, for review and analysis. Information will be taken to the JHSC for discussion and action, if required. A copy of the Employee Accident Reports shall be forwarded to the Union President within (4) four calendar days.

- 7.07 The Union shall have the right to have the assistance of a Representative of the National Union when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, upon prior notification to the Executive Director or a designated member of management.
- 7.08 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate, and the President of Local 4392 and the National Representative at their last known address.
- 7.09 The Employer shall provide an opportunity for a member of the Union Executive, or a Steward, to meet with new Employees for up to 15 minutes to familiarize the Employee with the Union and Collective Agreement, which shall be provided at this time. The Union Executive or Steward shall not lose any regular paid time to attend to such duties. In the event that such duties require more than forty-five (45) minutes, including travel, during regular working hours, the Union shall reimburse the Employer for the wages beyond such time. Where possible this shall be done during the Executive's or Steward's regular scheduled shift.

The costs of printing copies of this Collective Agreement shall be shared equally between the parties.
- 7.10 The Employer agrees to provide to the Union a list of hiring's, transfers, terminations and leaves on a quarterly basis. The Union shall notify the Employer in writing as to who is to be provided this list.
- 7.11 The Employer agrees to provide the Union, in June and December of each year, an up-to-date list of their members' home address and phone numbers. The Employer further agrees to forward a copy to the CUPE Area Office.
- 7.12 The Employer will ensure that each site has access to the Internal website where all current policies, procedures and forms are stored. If the Employer develops, revises, cancels a policy or procedure, the Administrative Assistant will send out, inclusive of an electronic notice to the Union President, an agency wide email advising the policy number and recommending that staff review the specific policy/procedure.

- 7.13 When a member is required to attend a meeting to discuss a Return to Work and/or an Accommodation request, the Employer shall make them aware that they are able to request Union Representation.

Article 8 - Grievance Procedure

- 8.01 A grievance shall be defined as any difference arising out the interpretation, application, administration or alleged violation of this Agreement, or as otherwise specified by the Labour Relations Act.
- 8.02 The grievance procedure shall be as follows:

Formal Complaint: Discussion with Supervisor

It is the mutual desire of the Parties that complaints of employees shall be addressed as promptly as possible. An employee must take up any complaint directly with their immediate non-union Supervisor, or designate within seven (7) calendar days of the event upon which the complaint originated. The immediate supervisor shall arrange for the presence of their Union Representative, if they so request. The immediate supervisor shall give their reply within seven (7) calendar days.

Failing satisfactory settlement, the following Grievance procedure shall apply.

Step 1 – Grievance with Manager

If an employee is not satisfied with the response under the formal complaint stage, they shall within seven (7) calendar days of the answer submit a grievance in writing duly authorized and processed in accordance with Article 8.02(c) to their non-union Manager or designate who shall arrange for the presence of their Union Representative. The Manager responsible for making the decision will give their decision (in writing) within seven (7) calendar days following this meeting, with a copy to the President/Grievance Chair or designate of the Union.

All grievances shall be submitted to their non-union Manager, or designate, on the approved form and shall contain facts of the grievance, the sections of the Agreement alleged to be violated and relied upon.

Step 2 – Grievance with HR and Manager

If not then settled at Step 1, the grievance may, within a further seven (7) calendar days, be submitted by the Grievance Committee to Management and Human Resources to be dealt with at a meeting to be held within (7) calendar days of the submission. At Step 2, there will be the President or designate, a Union Representative, grievor and a Representative from the Canadian Union of Public Employees present. The decision of Management and Human Resources shall be given in writing to the President/Grievance Chair of the Union within seven (7)

calendar days after the meeting at which it was discussed.

The Employer will make reasonable efforts to ensure those members of management responsible and accountable for the resolution of the grievance attend the Step 2 grievance meeting as scheduled.

In situations where formal discipline was issued the process will start at Step 2. Grievance to meet with the Service Manager and HR Designate. The employee (or Group) shall immediately contact their steward to prepare and submit a signed Grievance to the HR Manager, or designate as assigned by the Executive Director, within seven (7) days of the disciplinary meeting.

8.03 Policy Grievance

A policy grievance is defined as a grievance arising directly between the Employer and the Union of a matter which could not have been raised by an individual or group of Employees and which concerns the interpretation, application, administration or alleged violation of this Agreement. It is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an Employee or Employees and that the regular grievance process shall not be by-passed. It is agreed that a Policy Grievance shall be originated under Step 3 and the time limits set out above shall appropriately apply.

8.04 Failing Settlement, under the foregoing procedure, of any grievance between the parties, the grievance may be submitted to arbitration in accordance with the provisions herein. If no written notification of a request for arbitration is received within fifteen (15) days of the Step 3 decision, the grievance shall be deemed to be settled and no further action may be taken regarding the grievance.

8.05 In the interest of certainty and good labour relations, any grievance not initiated or properly processed within the mandatory time limits specified above shall be considered abandoned.

8.06 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

8.07 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration wherever possible. Therefore, notwithstanding the current provisions dealing with referral to arbitration, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance(s) and may extend the time limits for the request for arbitration. The parties will share the fees and expenses, if any, of the mediator.

A request to utilize the services of a mediator must be submitted by either party within fifteen (15) days of the Step 3 decision. Nothing shall preclude the parties from agreeing to mediate a grievance at any time once the grievance procedure has been completed.

Mediation may be attended by representatives of the Union and the Employer. It is understood that the grievor is also entitled to be present at mediation should the Union request. The Employer agrees to pay lost wages and benefits for up to three (3) representatives from the Union for time spent during regular working hours in mediation where they otherwise would have been regularly scheduled to work.

Any concessions, discussions or offers to settle the grievance, which occur during mediation, are without prejudice to each party's position at arbitration.

Grievances not resolved at mediation may be forwarded to arbitration in accordance with Article 9.

Article 9 - Arbitration

9.01 Arbitration Procedure

If either party, following the exercise of the Grievance Procedure in Article 8 decides to submit a grievance to arbitration, they shall give to the other party written notice of intention to arbitrate within **twenty-one (21) calendar** days. This notice shall state the matter in dispute and shall state the Article or Articles of this Agreement that have allegedly been violated or misinterpreted. The notice shall also state whether a single Arbitrator or an Arbitration Board is desired.

9.02 Arbitration - Single Arbitrator

Within seven (7) days, the party receiving the written notice shall advise the other party whether it agrees on a single arbitrator, if such has been requested.

If it agrees to a single arbitrator and the parties cannot agree on the arbitrator within seven (7) days of receipt of such notice, the Minister of Labour for the Province of Ontario shall be requested to appoint an arbitrator.

9.03 Arbitration - Board

If a single Arbitrator has not been requested, or if the party receiving the notice does not agree to a single Arbitrator, the party receiving the notice shall, within seven (7) days of receipt of such notice, advise the other party and, at the same time, name its Nominee to the Arbitration Board.

9.04 Arbitration - Board - Notice of Arbitration

The party receiving the last-mentioned notice in 9.03 shall, within seven (7) days, advise the other party of its Nominee to the Arbitration Board.

9.05 Failure to Appoint

If the recipient of the notice fails to name a Nominee to the Arbitration Board, the appointment shall be made by the Minister of Labour upon the request of either party.

9.06 Composition of Board of Arbitration

The two (2) Nominees shall, within twenty-one (21) days of the receipt of the last notice (see 9.04) confer and attempt to agree on a Chairperson. If they are unable to agree, they shall request the Minister of Labour for the Province of Ontario to appoint one.

9.07 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.

9.08 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 Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, 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 grievance by any remedy, which it deems just and equitable.

9.09 Expenses of the Arbitrator or Board

Each party shall pay:

1. the fees and expenses of their Nominee (in the case of a Board);
and
2. one-half(½) of the fees and expenses of the Chair (or sole Arbitrator).

9.10 Amending Time Limits

The time limits in both the grievance and Arbitration procedure may be extended by consent of both parties.

Article 10 - Discipline, Suspension and Discharge

- 10.01 a) A claim by an Employee who has successfully completed their probationary period, that they have been unjustly disciplined, discharged, or suspended shall be treated as a special grievance if a written statement of such grievance is lodged at Step 3 of the grievance procedure within seven (7) days after the date of provision of the written reasons for such discharge, and the time limit set out shall be appropriately applied. An Employee who has not completed their probationary period may not grieve, unless such grievance pertains to an alleged breach of a legislative requirement, such as the *Human Rights Code*, or the *Employment Standards Act*.
- b) When being discharged during the probationary period, Employee may request the presence of their Union steward.

10.02 Discipline, Suspension and Discharge Procedure

An Employee who has completed their probationary period may be dismissed but only for just cause. When an Employee is disciplined, discharged or suspended, they shall be offered the assistance of their Steward. Such Employee and the Union shall be advised in writing by the Employer within one (1) working day (24 hours) of the reason for such discharge or suspension. A copy of all disciplinary notices of suspension or discharge will be given to the Employee and the Grievance Chair. The notice shall state the reason(s) for the discipline. Upon written request from the Union, the Employer shall provide to the Grievance Chair, in writing, disclosure of the facts relied upon to justify such discipline. Such communication is without prejudice to the grievance and arbitration process.

10.03 Adverse Report

The record of discipline of an Employee shall not be used against the Employee at any time after **eighteen (18)** months and will be removed from the employees' file, unless there is a recurrence of related incidents requiring disciplinary action.

Coaching is not part of the progressive discipline process and shall not be subject to grievance. Any coaching letters will be removed from the Employee's file after twenty-four (24) months unless there's recurrence of related incidents requiring coaching during that period.

10.04 Discipline, Suspension, Discharge

When the Employer meets with an Employee for a formal investigation where the Employee may be subjected to discipline, or where the Employee is being interviewed as a witness in relation to allegations of harassment or abuse, a Union Steward will be present for the sole purposes of being a witness and note-taking.

Article 11- Seniority

11.01 Seniority shall be defined as length of service within the Bargaining Unit.

11.02 a) An Employee shall be considered on probation and shall not be subject to the seniority provisions of this Agreement nor shall their name be placed on the seniority list until they have successfully completed the probationary period as follows:

- i) 375 hours worked for Relief
- ii) 675 hours worked for Part-Time
- iii) 900 worked hours for Full-Time

Where a probationary Employee posts into a different classification, then the probation period of the new classification shall apply, and all hours worked since most recent date of hire shall be included.

- b) Any Employee who has passed the probationary period and who subsequently becomes a Regular Full-Time Employee shall not be subject to any waiting period for Health & Welfare, Pension or Sick Leave Benefits, except as otherwise provided herein.

11.03 The termination of a probationary Employee during their probationary period shall be made solely at the discretion of the Employer and not be subject to the grievance or arbitration process. After successful completion of their probationary period, such Employee's seniority shall be adjusted to reflect time worked from their most recent date of hire into the Bargaining Unit.

11.04 Any Fulltime Employee who is successful in posting into any new position shall be given a trial period of forty-five (45) calendar days. Part-time workers will be given a trial period of ninety (90) calendar days.

The Trial Period may be extended with mutual consent between the parties. If the Employee is posting from Part-Time or Relief into a Regular Full-Time position and has passed probation, they will, upon successful completion of the Trial Period be enrolled in the Extended Health, Dental, Group Life and Long-Term Disability Benefit Plans) as set out in the "Empire Life Insurance Employee hand book" as at August 1, 2007), and shall have credits accrued retroactively to the start of the Trial Period, for Personal Emergency and Sick Leave, and Vacation.

11.05 At any time during the trial period, if either the Employer or the Employee determines that the Employee does not have the skills or ability to perform the job or cannot meet the requirements of the job, the Employee shall be returned to their former job if available, or a similar job. Both parties are required to provide 2 weeks' notice whenever possible.

11.06 Seniority shall be lost, and an Employee shall be deemed to quit their employment with the Employer if they:

- a) retires or resigns their employment;
- b) is discharged for cause and not reinstated;
- c) they are absent from work in excess of five (5) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible; mandatory and site training shifts count as a scheduled shift.
- d) they fail to return to work within in seven (7) days following a lay-off and after being notified by registered mail 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, telephone number and email address; Employees are required to provide the Employer with changes to their contact information within 14 calendar days of the change occurring.

*Clarity Note: The ER agrees that an instruction "Memo" is given to each

Employee that outlines the process and who to contact if there are changes to their contact information.

- e) is laid off for a period of the lesser of eighteen (18) months or the length of their seniority;
 - f) fails to report for work upon the expiration of any leave of absence granted to them without a satisfactory reason;
 - g) In the case of a Relief Employee, does not work a minimum of two (2) direct support shifts for four (4) consecutive pay periods, provided shifts were offered during that period. Relief Employees can request via their immediate supervisor to train/orient at alternate sites which may be approved based on operational needs.
 - h) utilizes a leave of absence for a purpose other than that for which it is granted;
or
 - i) is absent due to illness in excess of twenty-four (24) months, subject to the provisions of the "Ontario *Human Rights Code*"
- 11.07 It is the Employee's responsibility to keep the Employer informed of their current address. If an Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee.
- 11.08 The Employer shall maintain a seniority list outlining the name, classification and seniority of each bargaining unit Employee. An up-to-date seniority list shall be posted in April and September of each year.
- 11.09 If an Employee is transferred to or accepts a position outside of the Bargaining Unit with Community Living Guelph-Wellington, they shall retain their seniority earned prior to the date of transfer but shall not accumulate any further seniority. After a period of one (1) year said Employee shall lose all seniority unless the extended timeframe is part of an ESA Approved Leave, or the parties agree to mutually extend the leave.

If an Employee accepts a position outside the Bargaining Unit with Community Living Guelph-Wellington, they shall retain their seniority earned prior to the date of transfer but shall not accumulate any further seniority. After a period of one (1) year said Employee shall lose all seniority unless the extended timeframe is part of an ESA Approved Leave, or the parties (CLGW and CUPE Local 4392) agree to mutually extend the leave. An exception may be granted when an employee is covering a sick LOA. In these cases, if the parties (CLGW and CUPE Local 4392) agree to mutually extend the leave and after a period of two (2) years, said employee shall lose all seniority. If an employee returns to the bargaining unit, they must remain within the Bargaining Unit for a minimum of six (6) months, if the employee accepts further positions outside of the Bargaining Unit without completing the six (6) month timeframe, they shall lose all seniority within the Bargaining Unit.

- 11.10 Where an Employee changes their classification via job posting or is transferred in accordance with provisions as set out in the Collective Agreement, the Employee will be placed on the wage grid as per their seniority level.

Article 12 - Postings

- 12.01 When a new position is created, or when a vacancy of a permanent nature occurs, the Employer shall post notice of the position on the CLGW website for a period of seven (7) calendar days.

Any temporary vacancy resulting from a leave of six (6) months or more shall be posted and shall be awarded to the senior qualified applicant.

In the event a work site relocates to another address, it will not constitute the need for job postings.

The Employer reserves the right to fill a vacancy on a temporary basis until the posting process has been complied with and the successful applicant assigned to the job concerned.

12.02 Information on Postings

Such posting shall contain the following information:

- a) **name of position and classification**
- b) nature of position;
- c) location(s) and shift(s) (i.e., whether it be days/evenings or rotation of both);
- d) skills, qualifications, required knowledge and education;
- e) number of hours of work per week and wage.

For SIL, Passports, Modifieds, Employment Opportunities and Maintenance only, the base office will be listed.

For all other programs, the location will include the geographical area (for example Guelph, Fergus, Erin etc.) and the name of the work location.

12.03 Outside Advertising

The Employer may advertise externally concurrent with the internal posting but would not consider external applicants unless there are no suitable internal applicants.

Note: All Employees including temporary and probationary are entitled to apply for job postings.

12.04 Selection

- a) In filling a vacancy, if the skills, ability, experience and qualifications are relatively equal between two (2) or more Employees (within 10%), seniority shall be the directing factor when decisions are made with regard to posted vacancies in the Bargaining Unit.

- b) Should job qualifications be amended by the Ministry or other government regulation, subject to such regulation, bargaining unit members will be deemed to have necessary qualifications for their current position, and any other position with the same qualifications for the purposes of job postings.
 - c) The Employer shall update the Union regarding recruitment as a standing item at LMC.
- 12.05 The Employer need not consider the successful applicant for other vacancies or postings for a period of six (6) months after the Employee begins in the new position.
- 12.06 A Full-Time or Part-Time Employee may request to transfer to Relief Employee's status, which may be granted at the Employer's discretion. Such discretion shall not be applied in an arbitrary or bad faith manner. An Employee who so transfers cannot apply to a posting for a Full-Time or Part-Time position for a period of 12 months following the transfer to Relief status. The only exception to the 12-month restriction is in the event that the Employee transfers to relief status as a result of a lay off.
- 12.07 When there are Employer initiated transfers which may occur due to the following reasons:
1. Occupational Health and Safety Act - Violence in the Workplace, Toxic or Poisoned Work Environment, Bullying;
 2. Ontario Human Rights Code - Harassment/Discrimination under the Code;
 3. Job Performance Issues;
 4. Ontario Labour Relations Act - Medical/Disability Accommodations;

The Employer will conduct the transfers as set out below.

Whenever possible, Employees will be transferred to a comparable vacant position (e.g., day site, by comparable scheduled hours). In the event there is no comparable vacancy and another Employee will have to be displaced because of this transfer, the displaced Employee will be the most junior Employee at the identified work location within the same job classification and with comparable scheduled hours.

Article 13 - Layoff and Recall

- 13.01 a) For a Full-Time or Part-Time Employee, a lay-off shall mean any point where there is a reduction in hours on a posted schedule for an Employee in their current position of at least 10% from their established scheduled hours.
- b) The established scheduled hours for a Full-Time Employee in their current position shall be the regular number of hours for a schedule, as set out in the job posting for which the Employee obtained the current position.
- c) For Employee's occupying the same Full-Time position they held as of May 13, 2013, the established scheduled hours shall be the number of scheduled hours for the schedule in effect as of May 13, 2013. In order to determine established

scheduled hours on May 13, 2013 for affected employees, within 60-days of ratification, the employer shall contact all affected employees in writing via e-mail to their work e-mail address (or to the last known personal email address for an employee on leave) with the employer's position as to the employee's standard hours and any reduction of hours since May 13, 2013 as a result of an Employer initiated transfer or reductions. Affected employees must contact the HR department via HR@clgw.ca within 2 weeks of this e-mail being sent if they wish to dispute the information that was supplied and if an employee does not dispute this information within that time period the information supplied by the employer will be deemed to be correct and not subject to any further dispute, challenge, grievance or arbitration.

- d) For a Part-Time Employee, a Lay-off shall mean an involuntary reduction in a posted schedule where the scheduled hours are at least 10% less than their standard hours of work based on their contract excluding the time that an Employee was on a temporary assignment, if on a leave of absence or redeployed due to an emergency, state of emergency, or under applicable emergency orders.

13.02 The Employer shall, business conditions permitting, give the Union sixty (60) days' notice in writing in the event the Employer, or if it is informed that the Ministry, is contemplating or planning reductions and/or closure of sites, services, or supports; or restructuring, that will cause layoff.

13.03 Within five (5) calendar days of the posting of such layoff notice, the Employer agrees to meet with the Union to discuss the following:

- a) the reasons for the layoff;
- b) the services to be provided after layoff;
- c) identify vacant or temporary positions;
- d) the method of implementation of the layoff;
- e) all reasonable options such as attrition, voluntary leaves of absence, retraining and voluntary exit plans, etc.

13.04 In the event of a proposed layoff, it shall be implemented in the following order at the affected site or site:

- a) probationary Employees; then
- b) the most junior Employee in the affected classification

13.05 Seniority Employee(s) will have the right to displace an Employee within the same classification with less seniority who are amongst the two (2) most junior Employee within the same or lower employment status (i.e. FT to FT or PT to PT) at any site or sites, that is regularly scheduled the same, less or up to 10% more hours per two (2) pay periods, provided they have the qualifications to adequately perform the duties and

requirements of the position. Should no such position be available within their classification, they will then have the right to displace **amongst the two (2)** most junior Employee(s) within a lower classification at any site or sites, that is regularly scheduled the same or less hours per month, provided they have the qualifications to adequately perform the duties and requirements of the position.

The Employer shall identify bumping options within the applicable employment status with the **two (2)** most junior Employee(s) who **have** less seniority than the Employee being laid off at each site and/or sites and that has the same hours, less hours or up to 10% more hours per two (2) pay periods.

The Employee subject to the layoff shall then choose from the available options on the list, or if no, follow the same process to establish a bumping options list within the applicable employment status and/or lower classification.

Within **five (5)** calendar days of the posting of such layoff notice, the affected seniority Employee(s) will advise the Employer that they will either displace another Employee as set out above or accept the layoff.

The Employee informed of such displacement will then have **five (5)** calendar days to advise the Employer that they will either displace another Employee or accept the layoff. No further displacement of Employees will take place beyond twenty-eight (28) calendar days from the posting of the layoff notice. **In the event the layoff involves ten (10) or more employees no further displacement of employees will take place after forty-two (42) calendar days from the position of the layoff notice.**

- 13.06
- a) Where there is an Employee, or Employees, on lay off and there is a permanent vacancy(ies), the Employer shall post the vacancy as per Article 12. The initial vacancy shall be filled in accordance with Article 12 and the laid off Employee(s) shall be recalled to the resulting vacancy(ies).
 - b) Employees will retain their right of refusal if the vacancy is less than the position held at the time of the layoff including employment status and/or classification.
 - c) Part-Time Employees shall not be recalled to Full-Time vacancies except if the vacancy is available because the position was unfilled within the Bargaining Unit as per Article 12.
 - d) Employees on recall do not retain right of refusal based on the location of an appropriate vacancy.
 - e) Employees who are offered an appropriate vacancy and who elect to decline the vacancy shall be deemed to have resigned from Community Living Guelph-Wellington.
 - f) Employees on recall will be advised and may elect to accept temporary postings before Article 12 applies.
- 13.07 The Employer shall continue to pay its share of such insured benefit premiums on behalf of any Employee who has provided payment for their regular share of benefit premiums

to a maximum of the period set out in Article 18.07 for a Leave of Absence.

- 13.08 New Employees shall not be hired until those eligible for recall have been given an opportunity of recall, provided those Employees on layoff can adequately perform the duties and requirements of the position.
- 13.09 Should grievances be filed as a result of layoff the grievance will start at the third step.
- 13.10 The President of the local shall be deemed to have the highest seniority in the Bargaining Unit and shall be entitled to assert such deemed seniority for the purposes of layoff and recall provided that they have at least five (5) years seniority.
- 13.11 **An employee who has opted to bump will be entitled to return to their previous position should the employer reinstate the position (as per the job description at the time of layoff and subject to the position having the same hours plus or minus 10% within nine (9) months of the layoff.**
- 13.12 **Notwithstanding Article 12.05 any employee who has been displaced as a result of a layoff and/or bumping will have the right to apply for any vacancies.**

Article 14 - General

14.01 a) Employee File/Medical File

An Employee shall have the right to have access to and review the contents of their Employee file/medical file annually in the presence of designated Human Resources staff and may receive copies of any documents which they have not already received copies of.

The Employer and the Union agree that for audit purposes, Criminal Reference checks will be conducted from a random selection of Employees.

A spot check will be conducted yearly, each Employee will only be subject to this procedure once every five years.

The Employer will send out consent forms to the individuals selected and will cover all costs associated with the CRC. The Employer will notify the Union should there be any concerns when the spot check is complete.

b) Coaching

Any coaching documentation will be removed from the Employee's file after twelve (12) months unless there's recurrence of related incidents requiring coaching during that period. Coaching is not part of the progressive discipline process and shall not be subject to grievance. Furthermore, employees who received coaching documentations will have the right to comment on disagreement with the facts provided in said coaching documentation.

- 14.02 The Employer, wherever possible, agrees to give two (2) week's written notice to permanent Full-Time and Part-Time Employees who are transferred by the Employer.

No Employee will be transferred outside of the Bargaining Unit without their consent.

14.03 A First Aid Kit shall be supplied by the Employer to each location of the Employer.

Article 15 - Hours of Work

15.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of, or limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.

15.02 Shift schedules will be established by the Employer consistent with an efficient operation and highest standard of service.

The parties agree that shifts shall be offered based upon the Employee's stated availability and shall not be offered in circumstances that place the Employee into an overtime position, or otherwise prevented by hours of work requirements in the Collective Agreement or legislation. To facilitate the procedure below, relief Employees and Full-Time and Part-Time Employees that wish to be offered additional hours, should ensure they provide their current availability and phone number to their supervisor.

In the event that the Employer needs to fill a vacant shift due to a Full-Time or Part-Time Employee advising the Employer, that they cannot work their regular shift and the Employer needs to fill the vacant shift, the Employer agrees, subject to operational considerations, to attempt to fill the shift on an equitable basis as follows:

- a) Part-Time Employees who regularly work in that site.
 - b) Relief Employees trained in that site.
 - c) Part-Time from another site who are trained in that site.
 - d) Full-Time Employees not already scheduled for forty (40) hours who regularly work in that site.
 - e) Full-Time not scheduled for forty (40) hours from another site who are trained in that site.
 - f) Relief Employees outside of that site, subject to operational considerations.
- 15.03
- a) The regularly scheduled hours for Full-Time Employees shall be up to forty (40) hours in a week and shall not be greater than ten (10) hours per day, except Sleep Over Shifts, which are pursuant to 15.08.
 - b) The regularly assigned hours for a Part-Time Employee shall not exceed twenty-four (24) hours in a week, except under exceptional circumstances, including but not limited to, sick leave replacement, etc., for no longer than six (6) consecutive months.
 - c) The Employer agrees to set forth the work schedule at least four (4) weeks in advance. The Employer shall provide at least forty-eight (48) hours' notice of such change when required except in exceptional circumstances. Should forty-

eight (48) hours' notice not be given due to exceptional circumstances the Employee will be paid three (3) hours at their regular rate of pay. Temporary changes in schedules will not exceed four (4) weeks. In cases wherein shift schedules are changed due to provisions set out in Article 12.07 the Employer will endeavour to provide a minimum of two (2) weeks' notice.

- d) Employees shall be entitled to paid meal breaks for consecutive hours worked, as follows:
- i) three (3), but less than five (5) 1 x 15 min
 - ii) five (5), but less than eight (8) 1 x 30 min
 - iii) eight (8) or more 1 x 30 min + 2 x 15 min
- e) Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of same. In order to ensure continuity of service in emergency situations, it is agreed and understood that Employees shall remain at work beyond the conclusion of their regular shift until they are relieved by another Employee. In such a circumstance where the Employer requires the Employee to work beyond the end of their shift, provided they work more than one (1) hour beyond the end of their shift, they shall receive payment at the rate of 2 times their regular hourly rate for all hours worked after the end of the shift. **This applies only when the employee is currently on shift and is required, in order to ensure continuity in the emergency situation, to work into the next shift.** If an Employee is required to work three (3) hours or more beyond their shift, they may access food from the house.
- f) Employees will not have their scheduled hours reduced in a pay period because of overtime, unless the request to do so is initiated by the Employee and agreed by the Employer.
- g) Full-Time and Part-Time Employees shall not have their scheduled hours reduced as a result of being required to attend a Staff Meeting.
- h) **Fixed full-time positions are positions that have a schedule of work where the employee works no more than one (1) weekend in an eight (8) week schedule. Flex positions are positions that have a schedule that has an employee who works more weekends than a Fixed full-time position.**

All Full-Time Fixed employees will not be required to work more than one (1) weekend in every eight (8) weekends, unless the condition to work weekends was a stated requirement of the position. **All Full-time Flex employees will be required to work up to five (5) weekends in eight (8) weekends. The parties acknowledge that there are currently positions that work up to seven (7) in eight (8) weekends, but the parties agree that when those positions become vacant the positions will be posted as five (5) weekends in eight (8).**

NOTE: One (1) weekend in every eight (8) weekends to start the first full four (4) week posted schedule at/or October 1, 2018.

Existing full-time positions that have regular schedules that include not

more than one (1) weekend in an 8-week schedule, and which are occupied on June 16, 2021 are referred to as “Fixed Positions”.

The Employer may post for full-time positions that include scheduled days and hours of work consistent with the Employer’s operational needs and this collective agreement. The Employer may post for full-time positions that include up to five (5) weekends worked in every eight (8) week period.

The Employer agrees not to permanently eliminate an existing Fixed full-time position for the purpose of creating a permanent Flexible full-time position. The employer will post all positions internally. The Employer may post vacant Fixed positions as Flex positions (up to five (5) weekends in eight (8)) after the Fixed position has been posted internally and not been filled by an internal applicant.

All employees impacted by a reduction in hours shall be able to exercise their bumping rights union Article 13.

Employees who post into a full-time On-call and/or Vacation coverage positions will be scheduled to cover absences of other employees within the site(s) during their scheduled on-call/vacation coverage shift(s) and as such said absences will not constitute or be considered vacancies for the purposes of the collective agreement.

In the event that the current incumbent of a Fixed full-time position is laid off the parties agree that the incumbent’s first option will be to displace a less senior employee that holds a Fixed full-time position (so long as the laid off employee has the requisite skills and abilities to perform the work in question). If there are no Fixed full-time positions into which the laid off employee can move though displacement than the laid off employee’s next option will be to accept a vacant Flexible full-time position, or to displace a less senior employee in a Flexible full-time position, provided if no such position exists then the rights upon layoff shall follow the terms of Article 13.

- i) When an employee is requested by their scheduler/supervisor/manager within 24 hours prior to the start of their shift to extend their shift either before the start or the end of their shift, the employee will receive one and one-half (1 ½) times their regular rate of pay for each hour agreed to be worked beyond their regular shift.
- j) When an employee is forced to extend their shift, the employer shall reimburse for additional financial cost to a total maximum of \$50.00 per day that the employee may incur regarding missed medical/dental appointments and childcare cost as follows:
 - i) Medical and dental appointments will be either for the employee or dependent as identified in the Group Benefit Plan.
 - ii) Childcare costs must be from a licensed daycare provider.

- iii) **Employees will submit the invoice and receipt for costs and approval will not be unreasonably denied.**
 - k) **When an employee is forced to extend their shift for a sleepover shift, in order to ensure continuity of service in emergency situations and already on shift, the employee will receive pay in accordance with Article 15.03(e). For clarity, employees will be paid their regular hourly rate, not the sleepover rate.**
 - l) **Community Living Guelph Wellington agrees that when employees are required to stay beyond the end of their shift due to unforeseen circumstances (e.g. sick call-in, weather), that the Employer is committed to continue the shift replacement process to fill as soon as possible.**
- 15.04 a) If an Employee is authorized to work and does work in excess of forty (40) hours in a week, they will be entitled to receive payment at the rate of 1 ½ times their regular hourly rate for time worked.
- b) When a Full-Time or Part-Time Employee is called in to work when not otherwise scheduled (not to include a change to a scheduled shift), the Employee will be guaranteed a minimum of four (4) hours at their regular rate, unless the shift is scheduled as less than four (4) hours.
- c) When a Relief Employee is called into work and arrives to work, the Employer will pay the Employee a minimum of three (3) hours pay at their regular rate.
- 15.05 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the majority of hours are worked, in the event that it is evenly split, being the day on which the shift began.
- 15.06 Mandatory Training
- a) Mandatory Training
- Employees shall be paid for required attendance at any meetings outside of their scheduled hours in accordance with the provisions herein.
- Should an Employee be requested to attend a mandatory training or mandatory staff meeting on their day off, the Employee will be paid for their attendance in accordance with this Collective Agreement and should they elect, may take an equivalent number of unpaid hours off at a mutually agreed time.
- Mandatory training is critical to the work that we do and is also a requirement via MSS Quality Assurance Measures (QAM) regulations. Accordingly, Employees who do not complete the required initial and subsequent mandatory training requirements within the specified timeframes may be subject to the progressive discipline process provided that the training sessions are offered during that period. Employees are required to follow the Training Guidelines document attached to the Annual Policy Review.

b) Cross Training

Employees who cross train in another program are required to work 1 shift per 3-month period (so long as such a shift has been offered to the employee in accordance with the employee's stated availability), in order to stay current with the needs of the program and people supported.

Requests to be cross trained can be made in writing by the employee to the supervisor, who will approve the request based on scheduling/support needs.

15.07 Where the Employer accepts an Employee's proposal to accompany a person supported on an overnight holiday or vacation, the Employee(s) it is agreed that sixteen (16) hours in each twenty-four (24) hour period shall be considered as time worked. Notwithstanding other provisions of the Agreement, an Employee will earn their regular straight time hourly rate for such hours.

15.08 a) A Sleep Over Night Shift shall mean a shift where the Employee is permitted to sleep during the shift but is required to be available to assist with any situation requiring attention during the night.

b) The regular pay rate for a Direct Support Professional 1 is set out in Schedule A. Where the scheduled shift is twelve (12) or more hours, the Employee shall receive payment of ten (10) hours at the applicable Direct Support Professional 1 rate, and two (2) hours at the applicable Direct Support Professional 3 rate. If while working a Sleep Over Night Shift the Employee is awake for more than two (2) cumulative hours (or four (4) hours for a 12 or more-hour shift) to tend to the needs of the program Employee will be paid for any time above those hours at the applicable Direct Support Professional 3 rate, as set out in Schedule A, provided the required documentation is provided to the Direct Support Supervisor.

15.09 Shift Premium

A shift premium \$0.25 for the following:

**Overnight Sleep and Awake and
Weekend 10:00 pm Friday to 11:00pm Sunday.**

15.10 There shall be no pyramiding of benefits under this Agreement.

15.11 Shift Cancellation Process

Passport funding and the use of those funds are ultimately directed by the person we support. We need to be flexible with this particular service area and we need to realize that people supported may need to cancel last minute; extenuating circumstances will happen.

We also need to understand that the shifts are sometimes shorter/longer/different than the typical shift situation and given the individual nature of the staff role it may not be easy to “just work anyway” without some preplanning.

Procedure regarding Passport shifts being cancelled for other than exceptional circumstances:

- CLGW staff are entitled to at least 48 hours’ notice of a change in schedule except in exceptional circumstances (e.g. illness, event cancellation at last minute). Should 48 hours’ notice not be given due to exceptional circumstances the Passport staff will be paid 3 hours at their regular rate of pay.
- CLGW Passport staff should have back up plans that include knowing who in their area would like to go out, if a person supported cancels their Passport event/shift. Supervisors will assist with relaying this information to other services/sites so that there will be some standing options for Passport staff going forward.
- If the hours that are cancelled are a late evening event the Passport staff can split the hours between two (2) days (close together). As an example – cancellation of a concert in Toronto with hours scheduled from 5pm to 2am. The CLGW staff wouldn’t need those exact hours but may work 5pm to 7pm with someone else then come in the next day and work the remaining hours. In this case all hours will be billed to the person supported who cancelled.
- If the CLGW staff choose to go home due to a shift cancellation and not work the hours, then the hours will not be billed to the person supported or paid to staff.

Article 16 - Paid Holidays

16.01 For the purposes of this Agreement, the following days shall be recognized as paid holidays:

New Year’s Day	Good Friday	Easter Monday
Victoria Day	Canada Day	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Civic Holiday	1 Float Day	

16.02 Where an Employee is scheduled to work on the paid holiday, the Employee shall receive either of the following:

- a) paid their public holiday pay for the paid holiday, plus time and one-half (1½) for each hour worked on the paid holiday; or,
- b) paid their non-overtime regular wages for the hours worked on the paid holiday and have another day substituted for the paid holiday within the next twelve (12) months at a time to be mutually arranged between the Employer and the Employee. Should the Employee wish to exercise their right in option 16.02 (b)

they must inform the Employer in writing two (2) weeks in advance of this choice.

Should the Employee be accepting a schedule change within the two (2) weeks prior to the paid holiday, the Employee shall let the Employer know their choice at that time.

- c) When an employee is forced to work past their regular scheduled shift on a paid holiday, **in accordance with 15.03 (e)**, they will receive two times (2x) for all **extra** hours worked.

16.03 Where a paid holiday falls on a day when an Employee is not scheduled to work, the Employee shall receive a subsequent regularly scheduled day off in lieu of the paid holiday within the next six (6) full pay periods at a time to be mutually arranged between the Employer and the Employee. Where the Employee does not take the lieu day within the specified period they shall receive payment for the lieu day.

16.04 An Employee who fails to work their scheduled shift before and after the said holiday, or who fails to work on the paid holiday if scheduled, shall lose their entitlement for that paid holiday unless such absence is due to an approved Article 18 leave or bona fide illness.

Public holiday pay shall be as set out in the Employment Standards Act 2000, as amended and shall include monies paid for Employees who take a day off with pay for sick leave and bereavement.

16.05 When scheduling for Paid Holidays, the Employer will use the following procedure, by location:

Offer shifts to Relief Employees, recognizing that Relief Employees may elect whether or not to work. If all shifts cannot be filled;

Offer shifts to Part-Time Employees. If all shifts cannot be filled;

Offer shifts to Full-Time Employees. If all shifts cannot be filled;

Schedule Full-time and Part-Time Employees in reverse order of seniority at each location, except for those Full-Time Employees who have had vacation approval in accordance with Article 17.03.

Full-Time and Part-Time Employees will be provided at least four (4) weeks' notice of the requirement to work.

16.06 For Good Friday, Easter Monday, and Christmas Day, where an Employee of a non-Christian faith desires to observe a different day in furtherance of their bona fide religious observance, the Employee may advise the Employer in writing of the religious requirement to observe such religious holidays. The Employee shall then, in January of each year inform the Employer in writing of the dates of up to three (3) holidays per calendar year that the Employee wishes to observe instead.

Notwithstanding any other provision in the Collective Agreement, and pursuant to the provisions of the Employment Standards Act, these substituted holidays shall be treated

as the Paid Holiday at the time they are taken, which shall not be more than 12 months after the Paid Holiday for which it is substituted, and the Employee shall not receive any premium pay in the event they are required to work on any of Good Friday, Easter Monday, and Christmas Day, as they shall take a substitute day for their Paid Holiday.

Article 17 - Vacation

17.01 For the purposes of calculating vacation entitlement, the vacation year shall run from April 1st to March 31st of the following calendar year.

17.02 Full-Time Employees

Effective April 1st each year Employees will receive their annual vacation entitlement in their vacation bank. There shall be no carry over of vacation credits beyond the vacation year. Under exceptional circumstances vacation credits for the previous year may be carried over at the discretion of the Executive Director. Employees are eligible to use vacation credits after they have successfully completed their probationary period.

Vacation credits do not accrue during any unpaid Leave of Absence. Vacation credits accrue up to the first six (6) weeks of a paid Sick Leave.

If an Employee leaves the agency throughout the vacation year, takes an unpaid leave of absence or paid sick leave in excess of six (6) weeks, the vacation entitlement will be recalculated, and the Employee will be responsible to pay back any overage of vacation time taken and paid out.

Employees earn vacation credits for each year of Full-Time active service, or part thereof, as follows:

Clarity Note: A "week" of vacation is based on an employee's normal regular work week and average weekly hours. Total Potential Annual Allotment reflects maximum accrual in the year and will be pro-rated for part-years of active service.

Service	Total Potential Annual Allotment
Before the 5 th anniversary of hire	3 regular work weeks
On 5 th anniversary	4 regular work weeks
On 6 th anniversary	4.2 regular work weeks
On 7 th anniversary	4.4 regular work weeks
On 8 th anniversary	4.6 regular work weeks
On 9 th anniversary	5 regular work weeks
On 10 th anniversary	5.2 regular work weeks
On 11 th anniversary	5.4 regular work weeks
On 12 th anniversary	5.6 regular work weeks
On 13 th anniversary	5.8 regular work weeks
On 14 th anniversary	6 regular work weeks

17.03 Vacation Scheduling

Employees can access their annual vacation entitlement and current vacation balances

by accessing their on-line payroll information. Each employee must request their vacation preference on the on-line request form within the time and labour system by February 15th. The Employer shall finalize the vacation schedule and notify Employees by March 15th of approved vacation requests. The Employer shall endeavour to grant requested vacation times. **The employer will endeavor to honor preapproved vacation requests when an employee is moved to a new position/location due to employer-initiated reasons. If employees who are moved to a new position/location and their preapproved vacation is not able to be honored, they are permitted to resubmit their vacation request to the employer within two (2) weeks.**

Vacation approval will be granted based on operational requirements. Should multiple requests be submitted for the same period of time and location, approval(s) shall be granted according to seniority, with Full time and Part Time being equal for this purpose. Employees shall not be granted more than three (3) consecutive weeks of vacation time.

Vacation requests submitted after February 15th will be approved on a first come, first serve basis within the operational requirements of the work location. Employees who request vacation time after February 15th will not bump another Employee's approved vacation time. Employees will endeavour to book a minimum of seventy-five (75%) of their vacation entitlement by November 15th of the vacation year. The Employer, at its discretion, may elect to schedule any unused vacation after November 15th.

17.04 a) Part-Time

Part-Time Employees shall be paid a premium amount of four percent (4% of regular wage in lieu of paid vacation time, payable in each pay period, and otherwise in accordance with the Employment Standards Act, as amended until they complete their probation at which time the four per cent (4%) will be increased to six (6%).

b) Part-Time Vacation Scheduling

Part-Time Employees may elect to schedule vacation. Vacation hours will be calculated based on their master rotation (e.g., 3 weeks of vacation at 12 hours per week would be 36 hours of vacation annually). Part-Time Employees will be granted vacation as set out under Article 17.03.

17.05 Relief Employees

Relief Employees shall be granted vacation pay in accordance with requirements of the Employment Standards Act, as amended.

Article 18 - Leaves of Absence

18.01 a) Full-Time and Part-Time Employees

Full-Time Employees, who have completed probation, will be granted a personal sick leave bank equal to eighteen (18) regular workdays on April 1 of each year.

These hours may be taken as sick time for the Employee or where the Employee must be absent because of illness or emergency of a member of their immediate family. Any hours taken will be rounded to the next half day.

Part-time employees who have completed their probationary period will receive three (3) sick day credits (which shall be non-cumulative) on April 1 of each year. A sick day credit for part-time employees shall be calculated in the same way as statutory holiday pay (i.e. the employee's average base wages in the four (4) weeks prior to the sick day in respect of which they will use their sick pay credit divided by 20)

A sick day is defined as the employees regular scheduled day **unless the employee is an employee with flex schedules.**

On the days in which an employee schedules themselves (ex. Passports, EO, and SIL staff) for the purpose of sick time, staff will be paid based on the average hours worked over the previous five (5) worked days. Staff will not be paid sick time in excess of their standard hours when on a sick leave.

Annual sick day credits will be pro-rated for new Employees based on date of hire into the position.

Credits can be accumulated to a maximum of 100 workdays **for full-time employees.**

Sick leave credits will not accrue when an Employee has been approved for LTD benefits or an approved unpaid leave of absence, outside of an ESA Leave. Subsequently when the Employee returns to work, sick day accrual will be pro-rated for the next annual allotment based on time worked.

Clarity Note

Any Full-Time Employee who, as of September 4, 2007, has a sick bank of more than 100 work days shall have their sick bank grandfathered above 100 work days until such time as their sick bank credits fall below 100 work days after which their sick bank cap shall also become 100 work days to be earned as per 18.01 at 18 work days added April 1 subject to the cap.

b) Part-Time, Temporary & Relief Employees

Part-Time, Temporary & Relief Employees shall receive Personal Emergency Leave in accordance with the Employment Standards Act, as amended.

Given our various programs that offer staffing flexibility and non-standard shifts can create issues in the deduction of sick time from the accumulated sick bank given current CBA language.

After discussing at Labour Management in February 2020, we agreed to the following method of calculating how many sick days are deducted from a DSPs sick bank:

On the days in which an employee schedules themselves (ex. Passports, EO and SIL staff), for the purposes of sick time, staff will be paid based on the average hours worked over the previous 5 worked days. Staff will not be paid sick time in excess of their standard hours when on paid sick leave.

- c) **Medical Notes** - If the Employer requires a medical note, CLGW will reimburse 100 percent of the costs up to a maximum of **four (4)** notes per fiscal year.

The Employer agrees to reimburse 100 percent of the cost when a functional abilities assessment has been requested by Community Living Guelph Wellington.

- d) The Employer shall advise the Union President at least two (2) days or as soon as reasonably possible prior to Employees returning to work or requiring accommodation. In instances where Employees require accommodation that may affect transfer and/or displacement of Employee(s) or waiving of job postings the parties will discuss the accommodation. The Union President will be copied on all accommodation letters.

The employer agrees to invite a union representative of the local to all return-to-work meetings.

18.02 Maternity Leave

Maternity Leave shall be granted in accordance with the Employment Standards Act, as amended. The Employer shall ensure that Employees have access to the Policy Manual which shall describe the entitlement and procedure.

18.03 Parental Leave

Parental Leave shall be granted in accordance with the Employment Standards Act, as amended. The Employer shall ensure that Employees have access to the Policy Manual which shall describe the entitlement and procedure.

18.04 Union Activity Leave

- a) Leaves of absence without pay, but with accumulation of seniority shall be granted, upon three (3) weeks written notice, except in cases of emergencies, to the Employer, to Employees elected or appointed to represent the Union at conventions, seminars and/or meetings. Such leave is subject to the operational requirements of the Employer.
- b) Long term leaves without pay or other compensation but with accumulation of seniority, of up to two (2) years may be granted in order for an Employee to accept a temporary assignment with the Union. It is agreed that the Employee will return to their previous classification at the conclusion of the leave.
- c) The Employer agrees to continue the Employee's normal pay and benefits during such leave and further agrees to invoice the Union for the wages and benefits and any other applicable compensation so that there will not be any interruption

to the Employee's regular pay.

- d) The Union is requesting that the Employer supply a breakdown in regard to Union leave as follows:

Name(s) of Employee(s);

Date(s) of absence(s)'

List of number of hours used by each Employee;

Total number of hours used;

Total costs(s) by regular hourly wage, benefits, pension.

18.05 Jury and Witness Leave

An Employee who is required to attend a jury selection process and/or is selected for service as a juror or who is subpoenaed as a witness, will be compensated for loss of pay from their regularly scheduled hours at their regular rate less the fee received for their services as juror or witness.

18.06 Bereavement Leave

- a) When death occurs in the immediate family of an Employee, the Employee shall be allowed up to five (5) days away from work with pay, usually beginning with the day following the date of death, for the purpose of attending or making arrangements for the funeral, or such other arrangements agreed to with the Employer. The Employer recognizes the need for flexibility re: time taken when there is a delay in the funeral/memorial service. In these instances, the Employee will submit a request to their Supervisor, outlining the timeframe by which the time will be taken (not to exceed 1 year from the death). Such request will not be unreasonably denied.

"Immediate family" shall mean current spouse, common-law partner, same sex partner, father, mother, brother, sister, son, daughter, step-child, mother-in-law, father-in-law, step-parent, grandparents, grandchildren, son-in-law or daughter-in-law.

- b) In the event of the death of a current brother-in-law, or sister-in-law, niece or nephew, or ward, up to three (3) days shall be allowed off with pay to attend to the funeral or other arrangements.
- c) In the event of the death of an aunt, uncle, grandparents-in-law and step-grandparent, the Employee shall be allowed one (1) day off to attend the funeral or other arrangements. The Employee shall have the option of using a vacation day, lieu time or taking an unpaid day.
- d) An Employee who is on vacation at the time of a bereavement for which they are entitled to bereavement leave shall not have their vacation credits reduced for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual agreement between the Employee and the Employer.

18.07 Unpaid Leave of Absence

- a) A leave of absence is an authorization for an Employee to be absent from work for a definite period of time, which has been approved in advance by the Employer. Employees on a leave in excess of 30 days may continue benefit coverage by payment of premiums during the leave, subject to plan requirements. The Employer shall continue pay its portion of the premiums only for the first ninety (90) days of the leave.
- b) The Employer may in its sole discretion, grant a leave of absence without pay. A leave of absence must be requested in advance of the required leave, in writing, to their Direct Support Supervisor who will review the request and make a recommendation to the Service Manager or designate. Final approval rests with the Service Manager.
- c) An Employee on an Article 18 leave of absence for a period in excess of ninety (90) days will not accrue service or seniority for the full term of the absence, unless required by statute.
- d) The Union is requesting that the Employer supply a breakdown in regard to union leaves as follows:
 - Name of Employee;
 - Date(s) of absence;
 - List number of hours used by each Employee;
 - Total number of hours used;
 - Total cost(s) by regular hourly wage, benefits, pension.

18.08

The Local Union President shall be placed on a leave of absence for the period of time that they hold the post of Union President without loss of seniority and service. The Employer agrees to pay the Union President at the top rate on the wage grid inclusive of benefits. The Local Union shall be invoiced on a monthly basis for said wages and benefits. The Local Union President and the Executive Director or designate will work out a schedule for such leave.

The resulting temporary vacancy shall be posted as a full time permanent position.

After the completion of the Union Presidents term, they shall be returned to the position with CLGW that they held directly prior to being installed as President, or comparable position, and has the choice to exercise their rights under article 13 (layoff) if their previous position no longer exists. The employee who was filling the vacancy shall be laid off and having rights upon layoff as a full-time employee in accordance with the terms of the collective agreement.

It is further agreed that the Local Union President's leave is time allowed in addition to Article 7.03 and 7.05.

Article 19 - Employee Benefits

19.01 Full-Time Employees

Upon successful completion of the qualifying period set forth in the Policy, each Full-Time Employee shall enroll in the Extended Health, Dental, Group Life, and Long-Term Disability Benefit Plans (as set out in the "Empire Life Insurance Employee Handbook" as at August 1, 2007), as well as the Multi-Sector Pension Plan.

When a Full-Time Employee is on Long-Term disability or who is on an unpaid substantiated medical leave they can continue participating in benefits provided that they agree to pay their share of the required benefits premium payments. Please note that LTD is a required benefit. They will no longer be eligible to participate in the group benefits plan once the leave has reached twenty-four (24) consecutive months in duration.

Full-Time Employees may opt out of Extended Health and Dental coverage upon provision of satisfactory proof of alternate coverage under another plan.

The Employer agrees that it shall amend the ODA Fee Schedule in the "Empire Life Insurance Employee Handbook" to the current ODA Fee Schedule, effective upon ratification.

The Employer shall not change the present benefits carrier without consulting with the Union in the Labour-Management Committee. In the event the Employer changes the benefits carrier, it shall ensure that the coverage remains substantially the same as the existing coverage.

The Employer shall continue its existing premium contributions for the Extended Health and Dental benefits and Group Life, which shall be 80 percent by the Employer and 20 percent by the Employee. The Employees shall continue to pay 100 percent of the premiums for Long Term Disability coverage.

Eligibility for payment of benefits from all plans referenced herein shall be subject to the terms of the specific Plan documents. The Employer shall not be the insurer of the benefit Plans and its responsibility is limited to payment of premiums.

19.02 Part-Time, Relief and Temporary Employees

a) Part-Time, Relief and Temporary Employees are not eligible to participate in the Extended Health, Dental, Group Life and Long-Term Disability Benefit Plans (as set out in the "Empire Life Insurance Employee handbook: as at August 1, 2007). However, Part-Time Employees will receive 1.5% of wages in lieu of benefits, payable with each payroll processed effective upon ratification.

19.03 a) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

- b) Commencing on November 1, 2012, each eligible Employee shall contribute for each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4% of applicable Wages to the Plan. Applicable Wages means regular wages inclusive of overtime and premiums, vacation pay, and sick pay when not in receipt of RBC Weekly Indemnity or LTD benefits. Eligible Employee shall mean all Employees in the Bargaining Unit who have completed **500** hours of work with the Employer.
- c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- d) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act., R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

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

- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Social Insurance Number
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
 -
- ii) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially and As Status Changes
 - Full Address

- Termination Date Where Applicable (MM/DD/YY)
 - Date of death (if applicable)
- iv) To Be Provided Annually but no later than December 1
- Current complete address listing for all Eligible Employees
 - Period(s) of absence due to illness or disability, including RBC Weekly
 - Indemnity or LTD benefits
 - Periods of lay off while subject to recall
 - Period(s) of absence for pregnancy or parental leave
 - Periods(s) of strike or lockout
 - Other leaves of absence
 - Hours worked by Employees covered by the collective who are not yet eligible Employees, in the month and cumulatively since their date of hire.
- e) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.
- f) The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only the amount as required by the Collective Agreement in force between the parties.
- g) It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

Article 20 - Wages and Allowances

- 20.01 a) The Employer shall pay salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- b) Employees shall progress from one Level to the next on the wage grid on each Anniversary Date of beginning work in that Job Classification, which shall be as follows:

Upon completion of probation	Level 2
One (1) year from starting in Job Class	Level 3
Two (2) years from starting in Job Class	Level 4

**Note: In the event that the Employee takes more than one (1) year to complete probation, then they move to the position on the grid based on the number of years since starting in the Job Classification.

- c) Any Employee who, as part of their position is required to use their personal vehicle to transport a person supported or for other Employer purposes, must possess a current valid driver's license (G or higher), and submit proof that they have at least \$2,000,000 public liability and property damage insurance. Employees who use their personal vehicle for the Employer's business shall be paid an allowance of **\$0.55** per kilometer driven which shall be full compensation for the use of the vehicle, including all costs and insurance. To receive this allowance, the Employee must submit the appropriate form for reimbursement. Should a person supported damage an Employee's vehicle while being transported as authorized by the Employer, the Employer shall reimburse the Employee for such repairs upon provision of satisfactory documentation.
- d) The Employer will post a description of any available training opportunities on the intranet. Interested Employees may submit a training request form to their supervisor.

For training, conferences, and Supervisor pre-approved activities, (except in exceptional circumstances as approved by Supervisor and approval of such cost will not be unreasonably denied), the Employer agrees to pay an Employee the cost of their meals to a maximum of **\$60.00** per day subject to maximum of **\$10.00** for breakfast **\$20.00** for lunch and **\$30.00** for dinner for approved activities provided:

- i) the Employee is on official, authorized Employer business at a site other than the Employer's premises during the normally accepted meal periods.
- ii) the Employee submits satisfactory proof of the cost of such meals within thirty days of the meal; and
- iii) such costs do not include alcoholic beverages.

e) **Clothing Allowances:**

Safety Boots: The Employer agrees to reimburse up to a maximum of **\$100.00** every 2 (two) calendar years.

Swimwear: The Employer agrees to reimburse up to a maximum of **\$80** per year for swimwear and up to **\$20.00** for swim shoes for Employees who regularly provide swimming support in the pool year-round.

f) **Medical Testing**

The parties agree that when the employer requires employees to have medical testing for the safety of all staff and the supported person(s), the employer will pay \$0.55 for mileage if they are required to travel more than twenty-five (25) kilometers from the employee's home (remote location). The Employer will notify the employees of the nearest testing sites.

- 20.02 The Employer will endeavour to have Agency vehicles available to transport a person supported. Whenever possible, a person supported will be encouraged to use public transit. The Employer will continue to maintain its existing insurance coverage for non-

owned automobile coverage which extends 3rd part liability coverage up to \$10 million for Employees driving their vehicles while doing business on behalf of the Employer. The Employer agrees that no Employee shall be required to use their personal vehicle for business purposes when their insurance carrier has provided a statement in writing that it will not cover them for such business use.

- 20.03 If at any time during the Collective Agreement the funder provides the Employer with additional funding for the wages or benefits of Bargaining Unit Employees, exclusive of pay equity, the Employer will meet with the Union to negotiate the allocation of this funding to Bargaining Unit Employees. Upon request, the Employer shall provide the Union with information related to the funding increase.

Article 21 - Inclement Weather

- 21.01 a) All staff are expected to make every reasonable effort to report for work. When staff are unable to attend work, from their principal place of residence, due to inclement weather, they must notify their work location at least one (1) hour prior to regular reporting time. The Employer will offer alternate locations where possible. The Employee may choose to take a vacation day, float day (if entitled) or an unpaid day.

If a site is closed by the Association, Employees will be paid for time lost with no expectation that the time be made up or covered in any other way. The purpose is to not take wages away from Employees but to make weather conditions fair for all Employees whether they live close to work or not.

Article 22 - Duration

22.01 This Agreement shall be effective from **October 1, 2022**, to **March 31, 2025**, and shall continue automatically thereafter during periods of one (1) year unless either party notifies the other in writing within ninety (90) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. No amendments to the Collective Agreement shall be retroactive unless expressly indicated and all amendments shall otherwise take effect upon the date of ratification by both parties.

Signed at Guelph this 24th day of July, 2024.

Community Living Guelph Wellington

Cindy Kinnon
AK
the act.

Canadian Union of Public Employees

Andie Newbold
Barb Alexander
M W
Stewart
Kelvin
R

SCHEDULE A – NEW HOURLY RATES
 APRIL 1, 2024 – MARCH 31, 2025

Classification	Probation Rate	Level 2	Level 3	Level 4
Direct Support Professional 1:				
Sleep over nights	\$20.48	\$21.07	\$21.44	\$21.67
Direct Support Professional 2:				
Vacant				
Direct Support Professional 3:				
Nights Awake FT/PT Reg PT Residential PT SIL PT Passport Support Relief	\$27.04	\$27.86	\$28.28	\$28.70
Direct Support Professional 4:				
Maintenance Staff Reg FT Residential/Day Opt Reg PT Day Option FT SIL FT/PT Passport Planner EO	\$28.79	\$29.70	\$30.17	\$30.62

For the purposes of clarification, Employees accept shifts outside of their classification will be paid their current assigned regular rate of pay within the classification excluding sleep hours, which will be paid at the sleepover rate.

****All lump sums payable to employees actively employed on the date of ratification, payable within 30 days of ratification on a separate payroll run, subject to statutory deductions and remittances. Employees on employment standards protected leaves on the date of ratification will receive any such stipends/bonuses/retro pay within thirty (30) days of returning from leave if they return prior to March 31, 2024**

LETTER OF UNDERSTANDING - #1

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Hours of Work

Pursuant to the Employment Standards Act and any necessary approvals thereunder, the parties agree that Employees may choose to work beyond their regular work day and beyond forty-eight (48) hours in a work week, not to exceed sixty (60) hours in a work week, in accordance with the terms as otherwise set out in this Collective Agreement.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Andrew Madorski

Cindy Kinnin

Barb Alexander

AKW

A. [unclear]

LETTER OF UNDERSTANDING - #2

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Respectful Workplace

The Employer and the Union jointly affirm that every Employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as, discrimination, harassment, sexual harassment, violence, disruptive workplace conflict and disrespectful behavior.

The principal of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behavior on the part of any person which would jeopardize an Employee's dignity, well-being, or to undermine a professional working relationship.

In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

Disrespectful Behavior is improper behavior that is unwelcome and inappropriate in the workplace. It may happen once or continue over a period of time. It can include such behaviours as:

- Rude comments
- Swearing
- Gossiping (Sharing information with others that in no way pertains to the person you are speaking to, but as a result paints that person in a negative light)
- Spreading unfounded or misinformed rumours that damage someone's reputation
- Talking about a person to someone else, instead of approaching your co-worker directly
- Approaching a co-worker aggressively, through words, body language and/or tone of voice
- Acting in a passive-aggressive manner (rolling of eyes, muttering under your breath, ignoring or avoiding someone etc.)
- Interrupting, speaking over someone, not giving them a chance to speak
- Actions that invade privacy, or personal property, including unwelcome gestures
- Display or distribution of electronic material that would be considered offensive in nature
- Forming groups to communicate among staff, but leaving certain staff out
- Becoming overtly defensive when someone is simply sharing an opposing point of view
- Forming social groups that exclude specific individuals "cliques"

Engaging in examples of behavior including what is listed above, but not limited to, may be

subject to disciplinary action. Where possible coaching opportunities will be exercised to provide learning opportunities for growth.

Each person is accountable for remaining blameless in any given situation, regardless of what the other person says or does. The best thing a person can do when these difficult situations arise is to regulate their own conduct in a professional manner, state what you believe is right/wrong about the situation and show a willingness to work through things together and if needed, with additional supports from the Employer & Union.

Employees who believe that they are being subjected to disrespectful behavior should make an attempt to approach the person directly and using a professional approach, explain from their perspective what actions are causing an issue and invite their co-worker to work towards resolving the concern. If the employee does not feel able to do so, or the attempt made was unsuccessful, the employee should contact their supervisor for assistance in resolving the manner. While it is always encouraged to speak first to a Supervisor, as they are in a direct position to facilitate this process, an employee may also contact the Service Manager, a Union Steward, or member of the HR department.

At any point in the process, conflict mediation may be initiated to provide a safe environment for employees to work through issues and learn how to successfully interact with others for future scenarios.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

[Handwritten signature]

Cindy Kemmer

Barb Alexander

ASKON

Kristina [unclear]

LETTER OF UNDERSTANDING - #3

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Professional Colleges

There will be no requirement for any bargaining unit member to become a member of a College unless required by a Ministry directive, regulation or legislation.

Should the Ministry mandate that bargaining unit members become a member of a College the parties agree to meet through Labour-management in order to discuss and negotiate terms and conditions in relation to any requirements around implementation of a professional college.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Indira McDowell

Cindy Kinnon

Bob Alexander

AWKend

Rebecca Black

LETTER OF UNDERSTANDING - #4

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Core Competencies

CLGW is committed to reviewing the guidelines set out from the Provincial Network titled, "Modernized Core Competencies for the DS sector". We also agree to further discussions regarding this by developing a work group with representatives from management and the union on core competencies and potential implementation.

Signed at Guelph this 27th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Jordan McDavid

Cindy Kinnin

Bomb Alexander

AKon

Rebecca Heat

LETTER OF UNDERSTANDING - #5

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Housing Task Force

The parties are committed to improving service and support to members of the community accessing the services of this agency. The parties further commit to supporting the governments "Housing Task Force" as one avenue for improving service and support. The parties also recognize the government's commitment to creating a stable workforce within the Developmental Services Sector by improving wages, job security and benefits for front line Developmental Services Workers. Therefore, as soon as possible or when the parties become aware, and a decision is made to participate in a pilot project with the MCSS for "Housing Task Force" funding or before implementation and outside pilot project created under the "Housing Task Force" the Employer agrees to share the full details of any proposal or pilot project with the Union. The parties shall meet at Labour-Management to discuss the proposal and/or pilot project. The parties agree that the provisions of the CBA will be adhered to.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Archie McDonald

Cindy Kemm

Barb Alexander

Wilson

Alex Heaf

LETTER OF UNDERSTANDING - #6

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Disclosure Request - Passport Funding

CLGW agrees to reasonable disclosure of annual passport statistics (i.e. total Passport funds flowing through CLGW. as the Transfer Payment Agency and the total number of people receiving Passport support via CLGW).

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Ardh...

Cindy Kinnor

Barb Alexander

AKen

Rebecca...

LETTER OF UNDERSTANDING - #7

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Joint Scheduling Committee

COVID-19 has highlighted weaknesses in staffing and scheduling models. **Once acceptable practices are no longer sufficient to endure both regular operations as well as, the extreme staffing shortages and pressures brought forth by the overall provincial employment climate.**

The Parties agree to **continue** a Joint Scheduling Committee (JSC). The JSC shall be comprised of 3 members from the Union and 3 members from the Employer and shall be tasked with reviewing all current staffing and scheduling models, precarity of work and shall utilize meaningful staff input and other resources as agreed upon.

The goal of the JSC shall be to create and recommend to senior management new rotations, positions and scheduling lines and to streamline models and practices with the goal of eliminating precarity while achieving Work/Life balance and maximizing the service provided to supported individuals. **If management decides to create a pilot position related to alleviation of scheduling concerns, management will consult with the union in efforts to collaborate for the purposes of this letter of understanding**

Nothing in this LOU restricts the Employer's rights under the collective agreement to establish schedules and implement changes to its operations as it deems appropriate.

In the event that this Letter of Understanding is not renewed in a subsequent round of negotiations, the fact that the parties entered into this LOU and the terms of this LOU shall not be used to in any subsequent grievance or dispute as to the appropriate interpretation of the parties' rights under the collective agreement.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Andre McDermott

Cindy Kinnin

Barb Alexander

ASKOW

Alexander

LETTER OF UNDERSTANDING - #8

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Relating to the combining of Part-time Positions

- An Employee may apply for a posted permanent Part-Time position in addition to their existing permanent Part-Time position, even though the total weekly standard hours may exceed 24 hours per week.
- If the Employee is successful in obtaining a second permanent Part-Time position and the weekly standard hours total 25 or more per week and the 2 Part-Time positions are compatible, the Employee will be considered as a Full-Time Employee as defined in the CA.
- We acknowledge that adding hours or combining positions may result in additional weekend hours as part of the Full-Time position. Employees must understand and agree that the 1 in 8 weekend work rule for Full-Time Employees will not apply to them if they willingly accept additional working hours as outlined in the above Full-Time example or if they accept 2 Part-Time positions as outlined above.

The parties agree to jointly define "compatibility" of positions which will include that applicable shifts for these positions will not cause disruption or adversely affect other Employee shift schedules and will comply with hours of work standards as set out in the ESA, as amended.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Jonah McDonald

Aindy Kinnon

Barb Alexander

Akon

Robert

LETTER OF UNDERSTANDING - #9

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Protecting a Sustainable Public Sector for Future Generations Act

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, and Ministry provides PERMANENT increased funding for wage enhancement that exceeds the employers cost of the increases in compensation negotiated herein, the parties agree to reopen the Agreement with respect to compensation.

In the event that any enhancements to compensation negotiated here are deemed by the Treasury Board to be a breach of the Protecting a Sustainable Public Sector for Future Generations Act (the "Act"), then all terms negotiated into this collective agreement shall remain unchanged subject only to the parties reopening compensation to reduce the enhancements to bring them into compliance with this Act.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

[Signature]

Cindy Kenyon

Barb Alexander

[Signature]

[Signature]

LETTER OF UNDERSTANDING - #10

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Reimbursement of mileage and vehicle insurance for use of vehicle

- Employees who use their personal vehicle for the Employer's business shall be entitled to be reimbursed at **\$0.55** per kilometre driven. To receive this reimbursement, the Employee must submit the appropriate form.
- Employees who have incurred an increase in insurance rates due to the requirement in Article 20.02 will be entitled to be reimbursed up to a maximum \$100 dollars.
- The amount to be reimbursed will not be higher than the difference in cost incurred by the employee.
- In order to receive reimbursement for increased insurance costs an employee must supply verification of this expense to the Employer within 30 days of ratification.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Ardo Kirkwood

Cindy Kinnon

Barb Alexander

askon

Kevin St. Al

LETTER OF UNDERSTANDING - #11

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Joint Action for Proper Compensation

Both CUPE Local 4392 and CLGW agree that the DS sector has been underfunded for years and that existing funding does not adequately reflect the skills, dedication and responsibilities of workers in this sector or the supports required by the vulnerable people in the sector. COVID-19 brought this issue to the forefront and the Parties agree that the declaration of the end of the emergency does not and cannot end the conversation about funding and wages in the DS sector.

The employer will contact its respective employer association(s) with the request that they pursue the goal of securing enhanced funding for these purposes.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

[Signature]

Cindy Keenan

Barb Alexander

AKW

As necessary

LETTER OF UNDERSTANDING - #12

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Emergency Response Committee (ERC)

This letter of understanding is to recognise that the Emergency Response Committee will remain in place as we continue to have obligations as mandated/and or suggested through Ministries relation to Infectious diseases.

The parties agree to:

1. **Continue** an Emergency Response Committee (ERC) made up of representation between Employer and Union. The employer and union co-chair of the Joint Health and Safety Committee (JHSC) (or their designate) or Health and Safety Representative (HSR) shall sit on the ERC. The committee shall meet on an as needed basis.
2. The Employer shall ensure that the JHSC or HSR is informed and actively involved during this time.
3. The Parties and all employees shall comply with their respective obligations under the Occupational Health and Safety Act (OHSA), as well as any emergency orders and the directives of public health.
4. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Jericho MacDonald

Cindy Kinnon

Barb Alexander

ASK

Michelle

LETTER OF UNDERSTANDING - #13

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Vacation Article 17

Clarity Note: CLGW and Local 4392 agree an error was made during the calculation of Vacation Accrual under Article 17. During the life of this Collective Agreement the following chart will be adhered to. It will be corrected in the body of the next Collective Agreement.

Service	Total Potential Annual Allotment
Before the 4 th anniversary of hire	3 regular work weeks
On 4 th anniversary	4 regular work weeks
On 5 th anniversary	4.2 regular work weeks
On 6 th anniversary	4.4 regular work weeks
On 7 th anniversary	4.6 regular work weeks
On 8 th anniversary	4.8 regular work weeks
On 9 th anniversary	5 regular work weeks
On 10 th anniversary	5.2 regular work weeks
On 11 th anniversary	5.4 regular work weeks
On 12 th anniversary	5.6 regular work weeks
On 13 th anniversary	5.8 regular work weeks
On 14 th anniversary	6 regular work weeks

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Andrew McQuinn
Bob Alexander
Kevin Stuck

Andy Kenner
ASK on

LETTER OF UNDERSTANDING - #14

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Workplace Violence and Health and Safety

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

Violence means the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force, threats or physical intimidation, or severe verbal abuse. It also includes incidents of domestic violence entering the workplace. It is understood that incidents of workplace violence, as defined in this clause, can occur at off-site workplace locations including the homes of person supported.

The policies and procedures shall be part of the Employer's health and safety policy and be made readily available to each Employee. The policies and procedures will include but not be limited to:

- a. Provision of adequate information about the previous actual or potential violent behavior of a resident or person supported funder towards employees.
- b. Adequate arrangements to investigate cases where violence and assaults against employees have occurred.
- c. Provision either under the JH&S committee or joint labour-management committee to annually review and/or amend the effectiveness of anti-violence policies.
- d. A reporting procedure to document incidents of workplace violence.

The employer agrees that any proposed amendments to its existing policies related to Health and Safety of employees will first be discussed through the Joint Health and Safety Committee. Either Co-chair may seek the assistance of a consultant or representative to assist the committee.

Where the employer agrees with suggested amendments to policies at either Labour

Management or the Joint Health and Safety Committee, the employer shall recommend the revised policy to the Board of Directors for approval. The employer agrees that in all cases where employees or the union identify a risk of violence to staff, the employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level.

It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence. It is also understood that this provision does not impede an employee from exercising their rights under the Occupational Health and Safety Act provisions concerning the right to refuse unsafe work.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Andrew Carter

Cindy Kenyon

Barb Alexander

AKon

Andrew Carter

LETTER OF UNDERSTANDING - #15

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Health and Safety Policies

The Employer and the Union recognize their joint obligation to provide and maintain a safe and healthy workplace and to comply with all duties and responsibilities under the Occupational Health and Safety Act and its Regulations as may be amended from time to time.

The Employer agrees that any proposed amendments to its existing policies, including violence in the workplace, (Policies G110-280) will first be discussed through the Joint Health and Safety Committee. Either party may seek the assistance of a consultant/representative to assist the Committee.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

And McDonald

Cindy Kinnin

Barb Alexander

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at

LETTER OF UNDERSTANDING - #16

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Funding Shortfalls

The parties agree as follows:

- a. The parties recognized the value of ongoing dialogue as a means of sustaining labour peace and the process, quality of service and sustainability of the employer.
- b. Should the employer experience financial difficulties that are likely to impact staffing levels during the term of the collective agreement the employer will meet with the union to discuss same. In the event that such difficulty is likely to result in a layoff, such meeting will not be any less notification required the collective agreement, including as indicated in Article 13.02.
- c. In the event that a layoff by reason of funding shortfall, the employer agrees to provide information about such reasons consistent with Article 13.03 of the Collective Agreement.
- d. The parties will meet to discuss ways to work together to address such shortfalls.
- e. The parties also agree to support current and future provincial discussions which seek to strengthen the Development Service Sector and to make working in the sector a "career of choice".
- f. The parties agree they will advocate for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to people with developmental disabilities and their families.
- g. The parties agree that key advocacy priorities will include strong community infrastructure for equitable and accessible support across the province, as well as improved wages, benefits, pensions and working conditions.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

André McDuff

Cindy Kinnin

Barb Alexander

AKW

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LETTER OF UNDERSTANDING - #17

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: RBC Plan

Where an Employee exhausts the maximum benefits through RBC for paramedical expenses, as outlined in the benefit booklet, the agency is prepared to pay top-up coverage outside of the RBC policy within 12 months from the date of accident. The purpose of this top-up is to provide additional health care interventions that constitute a medical rehabilitation program where the maximum amount paid by RBC is not sufficient. A medical rehabilitation program is a specific program of medical treatment or care for the purpose of restoring function to enable the integration of return to suitable and safe work and promote optimal recovery of work-related injury.

The agency may, in its discretion, request that the Employee see a third-party medical consultant to determine prognosis. The agency will not continue coverage once the Employee has reached Maximum Medical Recovery, where a physician has confirmed that the Employee has reached a plateau in recovery, and it is not likely that there will be further significant improvement in the work-related injury/illness. The maximum amount of top-up will be **\$2,500.00** for the priority treatment type as recommended by the treating physician. If the physician's primary recommended treatment plan is massage therapy, (which is not a covered paramedical service of the RBC plan), the Employer agrees to cover this expense up to a maximum of **\$2,500.00**.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

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LETTER OF UNDERSTANDING - #18

-between-

COMMUNITY LIVING GUELPH WELLINGTON

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4392

Re: Employment & Modernization Fund

The parties are committed to improving the service and support to members of the community accessing the services of this agency. The parties further commit to supporting the government's "Employment and Modernization Fund" as one avenue for improving service and support. The parties also recognize the government's commitment to creating a stable workforce within the Developmental Services sector by improving wages, job security and benefits for front line Developmental Services workers. Therefore, as soon as possible or when the parties become aware, and a decision is made to participate in pilot projects created under the "Employment and Modernization Fund" the Employer agrees to share the full details of any proposal or pilot project with the Union. The parties shall meet at Labour-Management to discuss the proposal and/or pilot project. The parties agree that the provisions of the CBA will be adhered to.

Signed at Guelph this 24th day of July 2024.

Canadian Union of Public Employees

For Community Living Guelph Wellington

Jordan Medina

Cindy Kinnin

Barb Alexander

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