

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING GLENGARRY INC.
hereinafter called the "Employer"

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3390**
hereinafter called the "Union"

Term of Agreement: April 1, 2023 - March 31, 2025
:mb-cope 491

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ARTICLE I - PURPOSE

- 1.1 To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
- 1.2 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 1.3 To work with Management, Board of Directors, and all interested bodies to encourage efficient, high quality service to people we support and members and to foster a public opinion conducive to financial support for optimal provision of programs and facilities for individuals with an intellectual disability.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights

The Union acknowledges and recognizes that the management of the Employer's operations and 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 in this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- 2.1.1 maintain order, discipline and efficiency;
- 2.1.2 hire, assign, promote, demote, discharge, classify, transfer, lay off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee, who has completed her/his probationary period, may be the subject of a grievance and dealt with as hereinafter provided;
- 2.1.3 determine job classifications, hours of work, work assignments, methods of doing work, and the standards of performance for all employees for the purpose of evaluation;
- 2.1.4 make and enforce and alter from time to time policies, reasonable rules and regulations to be observed by all employees. Such policies, rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment;

- 2.1.5 determine the number of personnel required, location of operation, minimum qualifications, services to be performed, procedures and equipment to be used in connection therewith.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.1 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3390 as the sole and exclusive bargaining agency for all employees of the Community Living Glengarry save and except supervisors, persons above the rank of supervisors and office staff, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any difficulties that may arise between them.

3.2 Work of the Bargaining Unit

- a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except when mutually agreed to by the parties for the purposes of instruction, experimenting or in emergencies when regular employees are not available and provided that the performing of the aforementioned operations in itself, does not reduce the hours of work or pay of any employees.

The foregoing shall not prevent volunteers from assisting employees and/or individuals supported by the Employer, provided such assistance does not reduce the hours of work or pay of any employee or decrease the present complement of bargaining unit employees.

Where a parent or a representative of a person currently supported by the Employer, or a person herself/himself currently supported by the Employer is provided funding directly from the Ministry and is contemplating entering into a written or verbal agreement directly with the Employer for the provision of supports or services, the Employer shall endeavour to convince the parent, representative or the person to use the supports or services of the Employer.

b) Notice and Disclosure

The Employer shall give the Union at least fourteen (14) days notice in writing, prior to the application of article 16.1, in the event the Employer and/or the Ministry is planning reductions and/or closure of programs, or any other initiative that would impact the work of the bargaining unit and results in a loss of job security of bargaining unit members. The Employer agrees to meet with the Union within five (5) working days of the written notice to discuss the plan(s) or initiative(s).

3.3 No Other Agreements

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer and his/her representative which may conflict with the terms of this collective agreement.

3.4 Definition of Employment

Full-time employment refers to a position for which an employee is regularly scheduled to work more than thirty (30) hours per week. Regular part-time employment refers to a position for which an employee is regularly scheduled to work thirty (30) or less hours per week. Casual part-time employment refers to a position for which an employee works on an as needed or casual basis.

ARTICLE 4 - NO DISCRIMINATION

4.1 Employer Shall Not Discriminate

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, working conditions, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of her membership or activity in the Union, sexual orientation, mental and physical disability.

4.2 Not Discriminatory

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

4.3 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, disruptive workplace conflict and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person who would jeopardize an employee's dignity and well-being or undermine work relationships and productivity.

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

4.4 The Union and the employees agree that they will not engage in Union activities during working hours except as specifically permitted by this agreement or in writing by the Employer.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.1 Check-Off Payments

The Employer shall deduct from the pay of every member of the bargaining unit monthly dues, initiations, or assessments as per the Constitution and By-Laws of the Union.

5.2 Deductions

Deductions for Union membership dues made during each month shall be forwarded to the National Secretary-Treasurer of the Union with a copy to the local union not later than the 15th day of the following month. The following information shall be attached: name of employee, number of hours worked, hourly rate of pay, union dues deducted, and total dues deducted from all employees for the pay period.

On April 1st of every year the Employer shall provide the local Union with the current address and home phone number of each member of the bargaining unit. Where a member notifies the Employer of a change of address and or phone number, the Employer will immediately forward this information to the local Union.

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

6.1 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with the provisions of this Agreement.

6.2 Copies of Agreement

On commencing employment, the employee's immediate manager shall introduce the new employee to the union steward or representative in the area in which she works, who shall give him/her a copy of the Collective Agreement.

6.3 Introduction to Union

A new employee shall have the opportunity to meet a representative of the Union for a period of up to thirty (30) minutes during the employee's orientation period without loss of earnings. The purpose of the meeting shall be to acquaint the employee with such representative and the collective agreement.

ARTICLE 7 - CORRESPONDENCE

7.1 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the Executive Director or his/her designate and the Secretary of the Union.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEES

8.1 Establishment of Committee

A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer, with the right to substitute if necessary.

8.2 Function of Committee

The Committee shall concern itself with the following general matters:

8.2.1 Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.

8.2.2 Increasing operating efficiency.

8.2.3 Improving service to the public.

8.2.4 Promoting safety and sanitary practices.

8.2.5 Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).

8.2.6 Recommending on-the-job training to the Employer.

8.3 Meetings of Committee

The Committee shall meet no fewer than four (4) times per calendar year, and may meet more frequently if mutually agreeable to the Employer and the Union. The meeting time and place shall be mutually agreeable to the Employer and the Union. Employees shall not suffer any loss of pay for time spent with this committee.

8.4 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 8.5 The issue of Passport employees shall be a standing item on the Labour Management agenda.

ARTICLE 9 - LABOUR-MANAGEMENT RELATIONS

9.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its personnel with whom the Union may be required to transact business.

9.2 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Canadian Union of Public Employees Local 3390. The Union will advise the Employer of the Union nominees to the Committees.

9.3 Representative of Canadian Union

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

9.4 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than two (2) weeks after the request has been given unless the period is extended by mutual agreement.

9.5 Time Off for Meeting

Any representative of the Union on the Bargaining Committee or the Labour-Management Committee who is in the employ of the Employer, shall have the right of attending meetings with the Employer held within working hours without loss of salary, benefits, and all other provisions of the collective agreement with the exception of overtime. All time spent in such meetings shall be considered time at work.

9.6 Technical Information

The Employer shall make available, on request by the Union, existing information, as is available for things such as job descriptions, positions in the bargaining unit, job classifications, wage rates, pension and welfare plans, and all other technical information and reports, records, studies, surveys, manuals, directives, or documents to which Management refers during Collective Bargaining. The Union shall also make available upon request by the Employer documents to which the Union refers during Collective Bargaining.

9.7 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employers premises during the employees, lunch period or before or following the regular work day. The program shall be subject to prior approval of Management and the availability of space.

9.8 CUPE Local 3390 Union Meetings

Attendance by employees at general, special, ratification or other Union related meetings not specifically allowed by this agreement shall not take place on regularly scheduled paid time. However, the Employer if provided with five (5) working days' notice prior to a meeting shall make every reasonable effort to allow employees to attend without pay through scheduling adjustments if possible.

C.L.G. agrees to allow C.U.P.E. Local 3390 to use the Don Johnston Building to conduct meetings after regular working hours at no cost to the Union. C.U.P.E. Local 3390 agrees to the following:

- 9.8.1 To notify C.L.G. five (5) working days in advance of the time the building needs to be used.
- 9.8.2 To return keys to the building upon request of C.L.G. and to not make copies of the building keys.
- 9.8.3 To ensure and maintain building security during and after meetings, to lock the building upon leaving, and to leave lights, thermostats, or other electronic systems as determined by C.L.G.
- 9.8.4 To assume liability for any damages caused by its members, to the building, furnishings, equipment, or supplies, during its occupancy of the building.

Article 9.8 becomes null and void in case of a labour disruption, strike or a lockout.

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE BOARD

10.1 Employer Shall Notify Union

The Employer agrees to notify the Union of board policies or decisions which affect employees within the bargaining unit, with respect to the terms and conditions of the Collective Agreement and to acknowledge all representations to the Board made by the Union through the Executive Director.

10.2 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board of Directors of the agency which directly affect the terms of the Collective Agreement are to be forwarded to the Union where it is deemed relevant and advisable to do so by the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Appointment of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards whose duties shall be to assist any employee, whom the

stewards represent, in preparing and in presenting her grievance in accordance with the grievance procedure. The Union agrees that when the Steward is performing these duties, he is doing so with the proper authority of the Union.

11.2 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the departments she represents.

11.3 Grievance Committee

The Employer shall recognize a Grievance Committee consisting of the President, the grievor, and steward, as elected by the Union.

11.4 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The union recognizes that each steward is employed to perform work for the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her manager, which permission shall not be withheld unjustly.

11.5 Definition of Grievance

All disputes between the Employer and employees over the application, interpretation, or any alleged violation of the Collective Agreement, or, any labour law or statute, or where the Employer may have acted unjustly, shall be discussed first among the employee (s), his/her Steward, and his/her direct Manager in an effort to resolve what problems may exist prior to a grievance process. No dispute shall be called a grievance unless this discussion has taken place.

The definition shall also pertain to Policy Grievance (article 11.7) and Union Instituted Grievance (article 11.8), and in these cases, discussion shall take place with the Executive Director before being defined as a Grievance.

11.6 Settling of Grievance

An earnest effort shall be made to settle the grievance fairly and promptly in the following manner:

STEP 1: The aggrieved employees shall submit the grievance to his/her Steward. A discharge of a Probationary Employee shall not be grieved in this process.

STEP 2: An employee who has a grievance shall, within ten (10) working days of the circumstance giving rise to the grievance submit the grievance in writing to the employee's direct Manager, who shall reply in writing within ten (10) working days.

STEP 3: Failing settlement being reached in Step 2, the employees concerned, together with the Grievance Committee shall, within ten (10) working days of the Manager's reply submit the grievance to the Executive Director who shall meet with the parties within ten (10) working days after receipt of such notice and render his/her decision in writing within ten (10) working days after the meeting.

STEP 4: Failing a satisfactory settlement being reached in Step 3, the Union may within ten (10) working days of the decision rendered by the Executive Director, refer the dispute to Arbitration.

11.7 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

11.8 Union Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

11.9 Facilities for Grievances

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

11.10 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement, shall be signed by both parties, and be subject to the grievance and arbitration procedure.

11.11 Failure to Act Within Time Limits

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

11.12 Technical Objections to Grievances

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

11.13 Mediation

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

b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation, or a longer period, as agreed by the parties;

c) No matter may be submitted to Grievance Mediation that has not been properly carried through the grievance procedure, provided that the parties may agree to extend the time limits fixed in the grievance procedure;

d) The parties shall agree on a Mediator;

e) The Mediator will have the authority to meet separately with either party;

f) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance that has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator;

g) The Union and the Employer will share the cost of the Mediator.

ARTICLE 12 - ARBITRATION

12.1 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in registered mail addressed to the other party of the Agreement. The request shall indicate the names of the three (3) persons it proposes to sit as an arbitrator. Within five (5) days thereafter, the other party shall answer by registered mail indicating its agreement with one of the proposed arbitrators, or in the alternative, the name of the person it proposes to sit as an arbitrator.

12.2 Failure to Appoint

Where the parties are unable to agree to the selection of an arbitrator, the party initiating the request may, within seven (7) days of receipt of the second party's response, request the Ministry of Labour to make such an appointment.

12.3 Procedure

The arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. He/she shall hear and determine the difference or allegation.

12.4 Decision of the Arbitrator

The decision of the arbitrator shall be final and binding and enforceable on all parties, but in no event shall the arbitrator have the power to change this Agreement or to alter, modify or amend any of its provisions.

12.5 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to reconvene to clarify the decision, which it shall do within thirty (30) days.

12.6 Expenses of the Arbitrator

Each party shall pay:

12.6.1 the fees and expenses of the arbitrator.

12.7 Amending of Time Limits

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

12.8 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employees concerned as witnesses and any other witnesses.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.1 Discharge Procedure

An employee who has completed his/her probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, he/she shall be given the reason in the presence of his/her Steward. Such employee and the Union shall be advised in writing by the Employer within three (3) working days of the reason for such discharge or suspension.

13.2 May Omit Grievance Steps

An employee who considers that he has been wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 11, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

13.3 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged as determined by the grievance and/or arbitration procedure shall be immediately reinstated in her/his former position without loss of seniority. She/he shall be compensated for all time lost in an amount equal to her/his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

13.4 Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars to the President of the Union and to the employee involved.

13.5 Personnel Records

An employee shall have the right to have access to and to review her/his personnel records in the presence of designated personnel staff and to receive copies of any documents on her/his file. All such reviews shall be arranged by appointment with personnel staff. Personnel records shall be maintained in a central location.

13.6 Disciplinary Record

Any letter of reprimand, suspension or any other sanction shall not be used against the employee after eighteen (18) months of active employment following the receipt of such letter, suspension or other sanction, provided that such employee's record has been discipline free for eighteen (18) months. A copy of any document being added to an employee's file shall be provided to the employee at the time of filing. No document may be introduced at any step of the disciplinary grievance or arbitration processes for which the employee was not provided with a copy.

13.7 Right to Have a Steward

Where a Supervisor intends to meet an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance with details of the purpose of the interview in order that the employee may contact his/her Steward to be present at the meeting.

A Steward or Local Union Officer shall have the right to consult with the CUPE National Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

The Union shall have the right at any time to have assistance of a CUPE National Representative when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement. In the interest of consumers' rights, meetings between employee(s) and/or the CUPE Representative shall be held outside any residential settings sponsored by the organization.

ARTICLE 14 - SENIORITY

14.1 Seniority Defined

For full-time employees: seniority is defined as the length of continuous service from date of hire.

For part-time employees: seniority shall be calculated on the basis of hours worked with 2080 hours representing one (1) year of service. Part-time employees shall be credited with seniority hours for their vacation entitlement on an annual basis, commencing January 1, 2020. Vacation entitlement shall be calculated in accordance with Article 20.1, pro-rated based on hours worked.

Under no circumstances shall a part-time employee earn more than the equivalent of one (1) year of seniority within a calendar year.

When a full-time employee becomes a part-time employee, he/she shall maintain her/his seniority and continue to accumulate on the basis of hours worked.

Where a part-time employee is appointed to a term full time position, he/she shall accumulate seniority as if she/he were in a part-time position.

Conditional upon the provision of proof of completion of the course and verification of the hours spent completing the course prior to their hire at Community Living Glengarry, external applicants who are the successful candidate for a new or vacant position will receive a seniority credit below, for the following courses:

1. Crisis Prevention Intervention training (CPI)-max of 7.0 hours
2. Cardiopulmonary resuscitation training (CPR)-max of 7.0 hours
3. Abuse training-max of 4.0 hours

Proof of course completion must be provided within one (1) calendar week of hire. The Seniority List will be updated accordingly, upon receipt of the proof required.

14.2 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service. Seniority for part-time employees shall be shown as hours paid, each 2080 hour unit shall be represented as one (1) year and shall include the date of hire.

An up to date seniority list will be emailed to all members every two (2) weeks after pay day.

14.3 Role of Seniority in Staff Changes, Transfers, Promotions, Demotions, Lay-Offs and Recalls

Both parties recognize:

14.3.1 The principle of promotion within the service of the Employer;

14.3.2 That job opportunity should increase in proportion to seniority as identified on the seniority list;

14.3.3 That all jobs have necessary requirements in terms of minimum qualifications.

Therefore, in cases of lay-offs and recalls, seniority shall be the determining factor. In cases of staff changes, transfers, promotions and demotions, seniority shall be a significant factor in the selection of persons qualified for the position.

14.4 Loss of Seniority

An employee shall not lose seniority rights if she/he is absent from work because of sickness, accident, lay-off, or any other leave of absence approved by the Employer.

An employee shall only lose her/his seniority in the event that:

14.4.1 She/he is discharged for just cause and is not reinstated.

14.4.2 She/he resigns.

14.4.3 She/he is absent from work in excess of three (3) continuous working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

14.4.4 She/he fails to return to work within five (5) working 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 her/his current address.

14.4.5 She/he is laid off for a period longer than two (2) years.

14.5 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If an employee is appointed to a position outside of the bargaining unit, she/he shall retain her seniority acquired at the date of leaving the Unit but will not accumulate any further seniority. The Employer has the right to return the employee to his/her bargaining unit position if he/she is unsuccessful in the completion of a six (6) month trial period. If such an employee later returns to the bargaining unit, she/he shall be placed in a job for which she/he is qualified, consistent with her/his seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.1 Job Postings

For each bargaining unit position to be staffed, which shall include the resignation of a member of the Bargaining Unit or when a new bargaining unit position is created, the Employer shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of five (5) working days, so that all members will know about the vacancy or new position. Posting shall take place no later than fourteen (14) days of a position becoming vacant. Successful candidates will commence in their new positions on the anticipated start date.

Save and except where the parties have agreed to offer a position as a call-out, employees are required to accept or to decline the Employer's offer of a posted position immediately.

Where the position is offered as a call-out, employees are required to accept or decline the Employer's offer within twenty-four (24) hours of the offer being made to them.

Positions involving six weeks or less may or may not be posted at the Employer's discretion. If such position is not posted it will be filled using regular part-time employees on the basis of seniority, and then casual part-time employees if necessary.

Employees who have successfully posted into and who are working in position and who have subsequently applied for and are the successful candidate for a second, posted position that will result in an improvement in the employee's status or increase in the employees wage rate, will commence in the second position at a date that is operationally practicable and that is mutually agreed upon between the managers and the employee.

Casual employees who are working in a term position and who have subsequently applied for and are the successful candidate for a permanent part-time position, shall commence in the permanent part-time position immediately upon acceptance of the permanent part time position.

15.2 Information in Postings

Such notice shall contain the following information: title and summary of duties of position, minimum qualifications, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

The Employer has the right to verify educational status by demanding to see actual diplomas, certificates, or official transcripts.

15.3 Outside Advertising

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration and must be disqualified before it is offered to outside applicants.

15.4 Role of Seniority in Promotions and Transfers

In making staff changes, transfers, or promotions, where there are two (2) or more employees as applicants and where the minimum qualifications are relatively equal, then the one having the greatest seniority shall be the successful applicant.

15.5 Trial Period

The successful applicant shall be placed on a trial period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after successful completion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, she/he shall be returned to her/his former position without loss of seniority, and at the wage or salary rate of her/his former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position without loss of seniority and at the wage or salary rate of her/his former position.

15.6 Probation for Newly Hired Employees

Newly hired full-time employees shall be on probation until he or she has worked sixty (60) days from the date of hiring. A newly hired part-time or casual employee shall be on probation until he or she has worked five hundred and twenty-eight (528) hours from the date of hiring.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated with cause at any time during the probationary period. It is understood that a lesser standard may be applied in the termination of a probationary employee. After completion of the probationary period, seniority shall be effective from the original date of employment.

15.7 Union Notification

The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and discharges from employment. The Employer will review the basis of disqualification with unsuccessful applicants who have greater seniority if they so request.

15.8 Disabled Employees

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

15.9 Training Courses

The Employer shall post notice of any training courses for which employees may be selected. The bulletin shall contain the following information:

15.9.1 type of course (subject and materials to be covered);

15.9.2 time and duration of the course;

15.9.3 location of the course;

15.9.4 basic minimal qualifications required of applicants.

This bulletin shall be posted for a period of ten (10) days on the bulletin boards in all Departments to afford all interested employees an opportunity to apply for such training.

Where the incumbent(s) of the full-time overnight asleep position is required to attend mandatory training, they will be paid at the full-time overnight awake rate. Where the incumbent(s) of the part-time overnight asleep position is required to attend mandatory training, they will be paid at the regular part-time awake rate.

15.10 Appointments

Appointments from within the bargaining unit shall be made within three (3) weeks of confirmation of the successful candidate.

15.11 Part-Time to Full-Time Transition and Hours Management

In the event that an employee transitions from a part-time position to a full-time position or full-time term position, any accrued or banked hours shall be paid out at the part-time rate applicable at the time of the transition. This provision is applicable exclusively to the conversion from part-time to full-time or full-time term employment. If an employee chooses not to be paid out at the time of transition, all of their banked hours will be frozen until the employee returns to their part-time position. The employee will not be permitted to use any hours from their bank while on a full-time term position. Furthermore, the employee shall not bank any additional hours (including overtime, statutory work, statutory holiday, etc.) during the full-time term position.

If the employee doesn't have any hours in their bank at the time of transition, they are allowed to bank hours during the full-time term position. However, the employee must utilize all banked hours before returning to their part-time position; otherwise, any remaining hours will be paid out.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.1 Advance Notice of Lay-Off

The Employer shall notify the Union in advance and shall notify employees who are to be laid off a minimum of one (1) week's notice for every year of service up to a maximum of four (4) weeks, prior to the effective date of lay-off. The initial lay-off notice shall be posted in all work sites to serve as notice to all staff that may be affected so that bumping will be concurrent. If the employee has not had the opportunity to work the notice period, he/she shall be paid in lieu of work for that part of the notice period for which work was not made available. For the purpose of part-time and casual employees, payment in lieu of work would be calculated as, the average weekly hours worked in the four (4) weeks immediately preceding the date of lay off.

16.2 Recall Procedure

Employees shall be recalled for a job in order of seniority provided that they are qualified for the job for which they are recalled.

The employer shall notify employees of recall by registered mail. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. It is the employee's responsibility to notify the C.L.G. in writing of any change of address within ten (10) days. If a current address is not on file then the C.L.G. will not be responsible if the employee does not receive notification of recall.

16.3 Recruitment During Lay-Off

No new employees will be hired until those laid off have been given an opportunity for recall.

16.4 Continuation of Benefits

Full-time employees who are laid-off from their jobs shall be eligible for group (Health, Dental and Vision) coverage for three (3) months and premiums shall be paid according to the cost sharing formulas laid out in Article 25.2.

Should the employee obtain employment with another employer during this three (3) month period and be eligible for any insurance coverage equivalent to any or all of the CLG's coverage, the employee shall no longer be eligible for CLG coverage.

The laid-off or terminated employee is only eligible for life insurance for thirty-one (31) days from the date of lay-off for the purpose of conversion. The employee is only eligible for long term disability coverage for thirty-one (31) days from the date of lay-off for the purpose of conversion.

The laid-off employee is ineligible for group coverage of any type after this three (3) month period.

16.5 Grievance on Lay-Offs

Grievances concerning lay-offs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure.

16.6 Bumping

All bumping is to be concurrent so that all staff affected will move to their new position and/or location on the same date. All bumping of employees is to be completed within the notice period, not to exceed four (4) weeks.

16.6.1 Part-time employees shall bump the most junior person in the worksite in which they qualify and to which they are entitled by reason of seniority. Employees must inform management within three (3) working days where they will bump, if exercising their bumping rights.

16.6.2 Full-time employees shall bump into any position for which they qualify and to which they are entitled by reason of seniority.

16.7 Where a new job is created or a vacancy occurs while there exists an employee on a recall list, the new job or vacancy will be posted and filled as per the collective agreement. At the completion of the original job posting and subsequent posting procedure, should there be a vacancy remaining, that vacancy will be offered to the most senior qualified employee(s) on the recall list.

ARTICLE 17 - HOURS OF WORK

17.1 All Programs

17.1.1 a) Breaks/lunch shall be as follows (for all programs):

- -8 hr shifts – half-hour paid lunch – two (2) 15 minute breaks
- -10 hr shifts – one-hour paid lunch – two (2) 15 minute breaks
- -12 hr shifts – one-hour paid lunch – three (3) 15 minute breaks

The employer shall endeavor that such lunch period shall be uninterrupted.

- b)** Full-time employees in all programs shall work eighty (80) hours in a fourteen (14) day period with scheduled shifts being no shorter than eight (8) hours and no longer than twelve (12) hours. Extra hours worked shall be taken off during the fourteen (14) day period on a mutually agreed upon day, when possible. The hours will be scheduled to meet the needs of the consumers and the organization.
- c)** The Employer agrees to post shift schedules ten (10) working days in advance of the implementation date. Employees requesting days off on the upcoming month's schedule must submit their request no later than the tenth (10th) day of the current month.
- d)** Once posted, the work schedules shall not be changed without mutual agreement.
- e)** The Employer agrees that scheduled days off shall be consecutive when possible.
- f)** Unless by mutual agreement, there shall be no split shifts.

17.1.2 The allocation of regular shifts to part-time employees in the Group Living Supports shall be distributed on an equitable basis. Seniority shall be a determining factor in the distribution of any additional shifts.

17.1.3 Employees shall not be scheduled more than five (5) consecutive days/shifts in a row unless by mutual agreement.

17.1.4 Full-time employees shall have every second week-end off.

17.2 Distribution of Part-Time Hours in All Programs

17.2.1 Regular part-time support workers will be hired to work in **Adult accommodations and support services**.

17.2.2 Each regular part-time person will be initially scheduled shifts in one (1) **service**. Scheduled shifts are the main recurring ones e.g. weekends (they appear on the schedule when it comes out).

17.2.3 The Employer will determine how many regular part-time support workers are required for residential services, **Enhanced SIL, Passports** or Community Network Centre or Employment **Supports**.

17.2.4. A common replacement list will be used throughout the organization. This list will have two (2) sections: one (1) showing regular part-time staff, the second showing casual part-time staff. The regular replacement list will be comprised of all regular part-time staff from the group homes and day program. The casual part-time replacement list will be comprised of all casuals. Staff on this list can attach conditions limiting their availability if they wish. The list shall be based on seniority, agency wide.

17.2.5 All scheduled shifts will be divided equally among the regular part-time support workers in residential services or Community Network Centre or Employment Connectors.

17.2.6 If unscheduled shifts are available in one (1) home/day program, they are first offered, in order of seniority, and on a rotating basis; to the regular part-time staff of that group home/day program. If the shifts have not been taken by these persons, then they are offered to the regular replacement list, and then to the casual part-time replacement staff list.

17.2.7 In the case of staff vacations, the shifts will be equally divided among the regular part-time staff of that home/day program. They will then, if required, be offered to the regular replacement list, and then to the casual part-time replacement list.

- 17.2.8 Part-time staff, regular or casual, may be regularly scheduled for thirty (30) hours per week but still available for forty (40) hours, without being considered full-time staff. It is their responsibility to inform recruiting Managers whether they have reached their forty (40) hours and to not accept hours more than forty (40).
- 17.2.9 When full-time, part-time or casual staff cancel a shift, notice must be provided to the Manager designate or Program / Group Home according to the following:
- 1) For day shifts commencing prior to 12:00 Noon, notice must be provided by 6:00 am;
 - 2) For evening shifts commencing after 12:00 Noon, notice must be provided six (6) hours prior to the commencement of the shift;
 - 3) For night shifts commencing at 10:00 pm, notice must be provided eight (8) hours prior to the commencement of the shift.

Regular part-time staff will be offered that shift first. The replacement list will then be referred to, if needed.

17.2.10 Defining Without Valid Reasons:

Valid reasons include but not be limited to family or personal illness, as certified by a qualified physician, death in the family, an injury, working elsewhere (another job) or union business. Casual staff will provide their availability for work by the tenth (10th) day of every month for the following month. (For example, the staff member will provide their availability for work in March no later than February 10th). If a part-time or casual staff has prior commitments, he should inform the Manager of the dates to avoid putting himself in a situation where he will have to refuse shifts. Example: in order to take a vacation, or to study for exams, etc. Exemptions to this policy may be granted by the Manager at his/her discretion.

Casual staff who refuse three (3) consecutive shifts will be terminated. Attending mandatory training events is not considered accepting a shift. Casual staff need to be reasonably available and able to accept a minimum of two (2) shifts per month. A phone call or text not returned will be considered a refusal. Exemptions to this policy may be

granted by the Manager at his/her discretion. Requests for an exemption should be fully discussed with the Manager involved. When accepting a work schedule, regular part-time and casual staff are to adhere to the following guidelines:

- a) An employee shall not work more than sixteen (16) hours in a twenty-four (24) hour work period with no more than twelve (12) hours being consecutive, but subject to b) immediately below.
- b) Most shifts do not exceed twelve (12) hours unless an emergency situation arises, as decided by the Manager (i.e. snowstorm) or mutual consent.
- c) Any shift up to and including two (2) hours be considered a "No Shift". It would be documented on the Call in List but the person accepting this shift would not lose their turn on the rotation.

Regular part-time staff who cancel three (3) shifts without valid reason, in a month, will automatically be transferred to the casual list for staffing purposes and will no longer be entitled to be scheduled as a regular part-time staff member.

Management will circulate a list, having all part-time staff indicate if they would like to be called for No Shifts and for which homes. Only those interested will be called.

If no shifts become a regular shift in some homes, the short shifts will be scheduled equally among those who wish to work them.

If a group of "No Shifts" appear after the schedule is put out, then they will be offered to the regulars in the program, then to the other part-time staff in the organization on a rotational basis in order of seniority.

If an occasional "No Shift" comes up, it will be filled following the call list, on a rotational basis in order of seniority. It will be documented but it won't affect the rotation (it would be as if it had not occurred).

A no shift can be added to a regular shift as long as the total hours combined does not exceed twelve (12) hours.

17.2.11 Hours of Work – Distribution of Part-Time Hours in All Programs

All requests for mutual switches for full-time and part-time staff must be approved by a manager in advance. If staff has not received a manager's approval, they will remain responsible to work the shift as originally scheduled. Staff will be limited to the initiation of two (2) blocks or four (4) individual shifts in any calendar month.

NOTE: blocks = up to 3 shifts

Regular part-time staff can switch shifts among themselves, only in their own homes/day program. Shifts cannot be switched between group homes or from the group home to the day program. If the regular part-time staff cannot effect a switch successfully, then this shift will be filled by the regular part-time staff within the home that currently is not scheduled on the replacement list.

When filling unscheduled shifts, staff cannot drop some of their scheduled shifts in return. Staff should keep all scheduled shifts unless circumstances arise that prevents them from keeping their previously scheduled shifts.

17.2.12 To fill a large group of unscheduled shifts, the Manager will determine which regular part-time staff are entitled to which shifts. These shifts will be offered to the regular part-time staff within the home on a rotational basis, and by order of seniority, and then the replacement list will be used. Every effort will be made to distribute the shifts among the regular part-time equitably.

17.3 Days Off

Days off for full-time staff shall be scheduled so that they are consecutive.

17.4 Paid Rest Period

The Employer will provide two (2) paid rest periods of fifteen (15) minutes each per working day.

17.5 Changes to Hours of Work

Where normal hours of work at a work site must be changed to provide improved service to people supported, or the public, or to improve efficiency of the operation, management shall introduce such changes after consultation with the Union and discussion of possible objections and alterations. Notwithstanding the above, the Employer shall be permitted to schedule special events outside normal hours of work provided the Employer gives those employees involved the thirty (30) day notice required.

Flexible hours of work will be permitted by mutual agreement between the Employer and the employee.

17.6 Attendance During Inclement Weather

17.6.1 This policy applies agency wide to all staff and all programs.

17.6.2 In the case of inclement weather the first twenty-nine (29) minutes that a staff person is late to work will be waived without loss of pay. Lateness in the amount of half ($\frac{1}{2}$) an hour or more will be deducted from compensating or other time owed to the individual.

17.6.3 Employees will normally be expected to leave at the end of their shift, but requests may be made to managers to leave earlier, and time will be deducted from compensating or vacation time.

17.6.4 If the Employer closes or abbreviates operations and dismisses employees from work they shall be paid for the period dismissed.

17.6.5 If the inclement weather precedes or coincides with the start of a shift, individual employees will determine whether or not they can safely get to work. If they conclude that they are unable to safely get to work they will immediately telephone their manager to advise them of this. If road or weather conditions improve during the shift making it possible for the staff to go into work they are to do so and complete their shift. An employee may use vacation time, lieu time, stat time or have time deducted from her/his wages for any loss of time excluding the first twenty-nine (29) minutes referred to in no. 17.6.2.

ARTICLE 18 - OVERTIME

18.1 General Provisions

18.1.1 Full-Time

Overtime shall be defined as hours worked beyond the normal working day or work week as outlined in Article 17.1 and shall be paid at the rate of time and one-half (1-1/2) of the regular straight time hourly rate of pay.

Part-Time

Overtime shall be defined as hours worked beyond forty (40) hours in a work week.

18.1.2 Instead of payment, the Employer may compensate the employees in time off, on the basis of time and one-half (1-1/2) for the overtime hours worked. Such time off must be taken at a mutually agreeable time between the employee's supervisor and the employee concerned but in all cases, time off must be taken within sixty (60) calendar days from the time that overtime was actually worked.

18.2 Overtime Full-time Employees

Full-time employees required to work on their days off shall be paid at the rate of time and one-half (1-1/2).

If overtime hours are required on a statutory holiday and have been approved by the manager, then staff will be credited to their overtime bank an additional time of one and one half (1-1/2) to comply with Article 18.1.1 of the collective agreement for any extra hours worked.

18.3 Overtime Authorization

All overtime must be authorized by the employee's Manager and it shall be on a voluntary basis. Notwithstanding this, employees are expected to act on behalf of the people supported or the Employer's best interest.

18.4 Call Back Pay

An employee who is called out and required to work outside her/his regular working hours shall be paid a minimum of three (3) hours at the regular rate.

18.5 Distribution of Overtime and Call Back

Overtime and call back shall be distributed among employees on an equitable basis.

ARTICLE 19 - HOLIDAYS

19.1 Statutory Paid Holidays

Employees shall receive the following as statutory paid holidays:

New Years Day	Canada Day
January 2nd	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
National Day for Truth and Reconciliation	

and any other day proclaimed as a holiday by the Federal or Provincial Government.

19.2 Compensation for Statutory Paid Holidays Falling on Saturday – Day Program.

19.2.1 When any of the above-mentioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the statutory holiday for the purposes of this Agreement.

19.2.2 In the case of all other programs, the above-mentioned holidays will be observed on the day which they fall.

19.3 Compensation for Statutory Holidays Falling on Sunday - Day Support Services

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday or Tuesday, where the preceding clause already applied to the Monday, shall be deemed to be the statutory holiday for the purposes of this Agreement.

19.4 Pay for Work on Scheduled Statutory Paid Holiday

Full-time employees who are not required to work on the above holidays shall receive holiday pay equal to one day's pay.

Full-time employees who are required to work on a statutory holiday shall receive their regular salary and will receive an additional time of one and one-half (1-1/2) of hours worked that will be credited to their statutory hours bank.

Full-time Night Staff who work a ten (10) hour shift:

Full-time night staff working ten (10) hour shifts that start their ten (10) hour shift on a statutory holiday and continues into the next day, will receive an additional 1.5 times the hours worked on the statutory holiday which shall be credited to their stat bank.

Full-time Night staff working on this shift will also be provided with another ten (10) hour shift off at the regular straight time hourly wage.

Full-time Night Staff who are not required to work on the actual statutory paid holiday will receive holiday pay equal to one (1) day's pay.

Regular Part-time Staff in the Probationary Period and Casuals in the Probationary Period:

If staff are required to work hours on the statutory paid holiday, they will be paid time and one-half (1.5x) their regular straight time hourly rate.

For Regular Part-time Staff in the Probationary period and Casuals in the Probationary period that are not scheduled to work on the statutory paid holiday: a calculation is made in accordance with Article 24.(1)(a) of the *Employment Standards Act*.

Regular Part-time Staff who have completed the Probationary Period and Casuals who have completed the Probationary Period:

If staff are required to work hours on the statutory paid holiday, they will be paid double time and one-half (2.5x) their regular, straight time hourly rate, but in no case will receive less than eight (8) hours of pay at their regular straight time hourly pay.

Regular Part-time Staff who have completed the Probationary Period and who are not scheduled to work on the statutory paid holiday receive eight (8) hours of pay at their regular straight time hourly pay.

For Casuals who have completed the Probationary Period and who are not scheduled to work on the statutory paid holiday: a calculation is made in accordance with Article 24.(1)(a) of the *Employment Standards Act*.

* * * Clarity Note as per ESA * * *

Casual part-time staff who have completed their probation and are not required to work on statutory holidays shall be entitled to holiday pay provided that the

- (a) total amount of regular wages earned and vacation pay payable to the employee in the four (4) weeks before the work week in which the statutory holiday occurred, divided by twenty (20); or
- (b) if some other manner of calculation is prescribed, the amount determined using that manner of calculation.

Part-time employees may bank statutory hours if they so wish. This must be communicated on the time sheet. These days must be used by March 31st of the same year or will be paid out. Requests for this time off must be mutually agreed upon by the Parties.

19.5 Holiday Compensation for Full-Time Employees

When any of the noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

19.6 Compensation - Ten Hour Shifts

Full-time employees working a ten (10) hour shift shall be given credit for statutory holiday time worked in an amount of ten (10) hours.

ARTICLE 20 - LENGTH OF VACATION

20.1 Length of Vacation

Employees shall receive an annual vacation in accordance with credited service as follows:

<u>Service</u>	<u>Length of Vacation</u>	<u>Percentage in Lieu of Vacation (casual, part time and all unpaid leaves > 30 days</u>
Less than 1 year	1-14 (1.25) days per month	4% of wages earned
In the calendar year of the first anniversary	Three (3) weeks	6% of wages earned
In the calendar year of the 5 th anniversary	Four (4) weeks	8% of wages earned
In the calendar year of the 10 th anniversary	Five (5) weeks	10% of wages earned
In the calendar year of the 11 th anniversary	Five (5) weeks plus one (1) day	10% of wages earned
In the calendar year of the 12 th anniversary	Five (5) weeks plus two (2) days	10% of wages earned
In the calendar year of the 13 th anniversary	Five (5) weeks plus three (3) days	10% of wages earned
In the calendar year of the 14 th anniversary	Five (5) weeks plus four (4) days	10% of wages earned
In the calendar year of the 15 th anniversary	Six (6) weeks	12% of wages earned
In the calendar year of the 20 th anniversary	Seven (7) weeks	14% of wages earned

For the purpose of recording vacations, the vacation period shall be from April 1st to March 31st.

For part-time employees, annual vacation pay will be paid twice (2X) during the fiscal year for the preceding twelve (12) month period ending March 31st. The first pay will be paid no later than November 1st capturing the last payroll in October and the second pay will be paid no later than March 31st capturing the last payroll in March.

In transferring from part-time to full-time, the Employer agrees to recognize up to a maximum of two (2) years of part-time service for the determination of vacation entitlement.

An employee may take up to 50% of his/her vacation entitlement within the first five (5) months of the calendar year. An employee wishing to take more than 50% of his/her vacation entitlement may do so upon written request to the Employer for approval.

20.2 Compensation for Holidays Falling Within Vacation Schedule

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

20.3 Vacation Pay on Termination

An employee terminating her/his employment at any time in her/his vacation year, before she/he has had her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Conversely, any employee who uses more than her/his earned vacation leave will have that leave deducted from her/his last pay or separation payment.

20.4 Preference in Vacation

Where operational requirements permit, vacation shall be granted with seniority being considered a significant factor.

20.5 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

20.6 Unbroken Vacation Period

An employee shall be entitled to receive her/his vacation in unbroken periods of not less than one (1) day and not more than four (4) weeks, unless otherwise mutually agreed upon between the employee and the Employer.

20.7 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, or any other approved paid leave during her/his period of vacation, or is hospitalized, deductions shall be made from such sick leave, or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The employee is required during the leave to advise the Employer of his/her change in status. The period of vacation so displaced shall either be added to the vacation period by mutual agreement or reinstated for a later date. A medical certificate by a qualified medical practitioner shall be required after one (1) day of sickness.

20.8 No Carry Over of Vacations

The vacation year shall be April 1st to March 31st. There will be no carry over of vacation permitted. Any accrued but unpaid vacation shall be paid out no later than March 31st.

20.9 People Supported Vacations

After approval by the Employer, an employee who accompanies people supported on a vacation shall be reimbursed for the following expenses: travel, meals, accommodation, admission charges, and recreational fees.

Staff participation in people supported vacations shall be on a voluntary basis. An employee's working hours shall be twelve (12) hours per day at the regular rate without incurring overtime. Regularly scheduled days off that occur during the person vacation period shall be rescheduled at a time mutually agreeable between the employee and the Employer.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.1 Sick Leave Defined

Sick Leave means the period of time that a full-time employee is permitted to be absent from work with full pay by virtue of being ill or injured or has contracted a contagious disease, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

21.2 Annual Paid Sick Leave

One hundred twenty (120) hours shall be earned per year by full-time employees at a rate of ten (10) hours for every month an employee is employed and pro-rated for partial months. Employees will keep their accumulated sick bank when transferring from full-time to part-time to full-time.

21.3 Maximum Accumulation of Annual Sick Leave

a) The portion of an employee's sick leave that is unused each year shall accrue for her use in future years of service to the Employer to a maximum of ninety (90) days.

b) Seniority Accrual During Medical Leave of Absence

An employee who is on a certified medical leave shall continue to accumulate seniority for a maximum of (2) years. Accumulation of seniority shall be pro-rated based on the hours worked by the employee in the twelve (12) months prior to commencement of the leave, in accordance with the requirements of the Ontario Human Rights Code.

21.4 Illness in the Family

In case of illness of an immediate member of the family of an employee (spouse, children, parents and siblings including common-law, same sex and step parent and step children), where no one other than the employee can provide for the needs, the employee shall be entitled, after notifying **their manager/supervisor**, to use a maximum of forty (40) hours accumulated sick leave hours per illness for this purpose. These hours shall be deducted from the employee's accumulated sick leave. Such illness shall be certified by a qualified Medical Practitioner.

21.5 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) for sick leave. Absence on account of illness for two (2) hours or more but less than a full day shall be deducted by the hour.

21.5.1 An employee off work due to illness and entitled to sick pay shall not receive pay for more sick time than the normal number of hours she would have worked on the days so absent.

21.5.2 An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time she/he is off work.

21.6 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for:

- i) any illness in excess of two (2) days
- ii) the sixth (6th) and succeeding single day illness in a twelve-month period

Articles 21.4 – Illness in the Family, 21.10 – Employee Wellness Days and 22.5 – Medical Care Leave are deducted from sick leave but do not count as an illness for the purposes of Article 21.6 (ii).

Where the Employer requests a medical certificate, the cost, if any, shall be borne by the Employer.

21.7 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns upon expiration of such leave of absence, or lay-off, she/he shall not receive sick leave credit for the period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of such leave or lay-off.

21.8 Extension of Sick Leave

There shall be no extension of unearned sick leave.

21.9 Sick Leave Record

After the close of each calendar year, each employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. An employee is to be advised on application, of the amount of sick leave accrued to her/his credit.

21.10 Employee Wellness Days

Employees shall be entitled to five (5) days off with pay per calendar year with deduction from sick leave.

21.11 Sick Leave Gratuities

When an employee terminates his/her employment or is terminated for just cause, such employee shall receive a proportionate payment of his/her accumulated sick leave credits in accordance with the following:

10 years of service	25% of sick leave credits
11 years of service	30% of sick leave credits
12 years of service	35% of sick leave credits
13 years of service	40% of sick leave credits
14 years of service	45% of sick leave credits
15 years of service or more	50% of sick leave credits

21.12 Medical Appointments

In the event an employee is forced to cancel a pre-scheduled medical appointment due to work related circumstances, the cost of the last minute cancellation, if any, shall be borne by the Employer.

21.13 Sick Leave for Part-Time Employees

In lieu of the foregoing paid sick leave provision, a part-time employee on a certified medical leave for a minimum of two (2) weeks shall continue to accumulate seniority, for a period up to twenty-four (24) months, prorated on his/her hours worked over the previous twelve (12) months.

ARTICLE 22 - LEAVE OF ABSENCE

22.1 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of salary, benefits and, all other provisions of the collective agreement with the exception of overtime. All time spent in such meetings shall be considered time at work when required to leave their employment temporarily in order to carry on negotiations with the Employer, as called for by this Agreement.

22.2 Grievance and Arbitration Pay Provisions

Employees shall not suffer any loss of salary, benefits and all other provisions of the collective agreement with the exception of overtime. When required to leave their workplace temporarily in order to meet with the Employer in connection with the grievance or arbitration procedures, all time spent in such meetings shall be considered time at work.

22.3 Union Leave

Leave of absence for Union business shall be given up to a combined total for all employees, of two hundred and forty (240) days, during any calendar year, provided written notice of at least ten (10) days is given to the manager and such leave does not interfere with the continuance of efficient operations. Such leave shall not be unreasonably withheld. It is agreed not more than two (2) employees shall be absent from any one location on such leave at the same time and no more than five (5) employees shall be off for the use of this Article at any one time.

The Union will reimburse the Employer for the full amount of said wages and the cost of benefits for the affected employee during the period of absence. The amount will be paid within thirty (30) days of the invoice date.

22.4 Paid Bereavement Leave

An employee shall be granted four (4) consecutive employee working days as per their schedule at his or her regular rate of pay for the purpose of grieving the loss of a parent, step-parent, wife, husband, common-law spouse, same sex spouse, brother, sister, child, mother-in-law, father-in-law.

An employee shall be granted three (3) consecutive employee working days as per their schedule at his or her regular rate of pay for the purpose of grieving the loss of a sister-in-law, brother-in-law, grandparent, grandchild.

Two (2) days shall be granted in the case of death of the employee's fiancé(e), or former guardian. An employee may take up to two (2) days to attend the funeral for the loss of an aunt or uncle, to a maximum of three (3) occurrences per calendar year. All employees are required to provide signed proof of attendance to the wake or funeral by personnel of the funeral home.

All bereavement leave must be taken within ten (10) days of the occurrence of the death unless there are special circumstances to take into consideration.

When requested, additional leave, using compensating time or leave without pay to allow for traveling time, may be granted at the discretion of management. This will be based on the actual time required, using normal means of transportation. Employees can request to reserve one day out of their allotment of bereavement leave for the purpose of attending interment at a later date.

Part-time employees shall be entitled to Bereavement Leave as outlined above for any of their scheduled shifts.

22.5 Medical Care Leave

Full-time employees shall be allowed up to forty-eight (48) hours per annum paid leave of absence in order to receive preventative medical care. Employees shall be required to show proof of health care. The time required for the appointment shall be debited against their sick leave. Employees who schedule appointments during work time are requested to do this at the beginning or end of their shift if possible. The amount of sick time used will be negotiated between the manager and employee, taking into consideration the location of the appointment.

22.6 Service Requirements for Pregnancy and Parental Leave

22.6.1 A pregnant employee who commenced work at least thirteen (13) weeks prior to the expected birth date and who has completed her probationary period is entitled to pregnancy leave without pay as provided for herein. An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

22.6.2 An employee who has been employed for at least thirteen (13) weeks and who has completed his probationary period is entitled to parental leave without pay as provided for herein.

22.6.3 The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy providing the employee is able to carry out her regular duties in a normal manner, or the privilege of transfer from her regular to less demanding work, at the rate of pay for that work and if such work is available. The Employer may request a doctor's certificate stating that the employee is capable of carrying out her duties.

22.7 Seniority Status During Pregnancy and Parental Leave

An employee who has fulfilled the probationary period shall accrue seniority based on the calculation of the average hours of the previous eight (8) weeks to a maximum of one (1) year or eighteen (18) months, depending on the duration of the pregnancy or parental leave. For probationary employees, the probationary period shall be suspended for the duration of the pregnancy or parental leave.

22.8 Pregnancy Leave

22.8.1 The employee must give the Employer written notice at least four (4) weeks prior to the date her pregnancy leave is to begin. The employee must give the Employer a certificate from a legally qualified medical practitioner stating the expected birth date.

22.8.2 Article 22.8.1 does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth, or miscarriage that happens earlier than the employee was expecting to give birth.

22.8.3 An employee described in Article 22.8.2, must, within two (2) weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to begin and a certificate from a legally qualified medical practitioner that:

- a) in the case of an employee who stops working because of complications caused by her pregnancy states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
- b) in any other case states the date of birth, still-birth, or miscarriage and the date the employee was expected to give birth.

22.8.4 The period of pregnancy leave ends:

- a) seventeen (17) weeks after the pregnancy leave began for an employee who is entitled to take parental leave, or
- b) on the latter of the day, seventeen (17) weeks after the pregnancy leave began or six (6) weeks after the birth, still-

birth, or miscarriage or an employee who is not entitled to parental leave, or

- c) on a date earlier than provided in Article 22.8.4 a) and b) if the employee gives to the Employer at least four (4) weeks written notice of that date.

Where the Employer requests a medical certificate, the cost, if any, shall be borne by the Employer.

22.8.5 Bank payout upon leave

All banked pay (vacation, stat and overtime) shall be paid out to employees at the commencement of a pregnancy or parental leave, or at the commencement of medically certified leaves of more than 30 days.

22.9 Parental Leave

- 22.9.1 For the purposes of the provisions relating to parental leave a "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 22.9.2 An employee who is the parent of a child, is entitled to parental leave following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- 22.9.3 Parental leave begins no more than **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 22.9.4 Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.
- 22.9.5 The employee must give the Employer at least four (4) weeks written notice of the date parental leave is to begin except if the employee is the parent of a child who comes into the custody, care and control of a parent for the first time sooner than is expected. In that circumstance, the parental leave begins on the date the employee stops working and the employee must give the Employer

written notice that the employee wishes to take parental leave within two (2) weeks after the employee stops working.

22.9.6 Parental leave ends sixty-one (61) weeks after it began if the employee also took pregnancy leave, 63 weeks after it began if the employee did not take pregnancy leave, or on an earlier date if the employee gives the Employer at least four (4) weeks written notice of that date.

22.10 Change of Notice to Begin or End Pregnancy or Parental Leave

22.10.1 An employee who has given written notice to commence pregnancy or parental leave may change the notice to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to begin.

22.10.2 An employee who has given notice to end pregnancy leave or parental leave may change the notice to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

22.11 Administration of Benefits During Pregnancy and Parental Leave

During the period of pregnancy or parental leave, the Employer shall pay the full premium cost of the hospital, medical and group life insurance and other fringe benefits of this agreement.

22.12 Reinstatement

On return from pregnancy or parental leave the Employer shall reinstate the employee to the position most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

22.13 Time Off for Elections

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

22.14 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between her/his normal earnings and the payment she/he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.15 Leave for Court Appearance

In the event an employee is accused of an offence which requires a Court appearance, she/he shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a Court appearance, she/he shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is found guilty and sentenced, her/his case shall be referred to the Labour-Management Committee and the employee may be granted leave of absence without seniority and pay for the duration of her/his sentence.

When an employee must be a witness in a case involving violence in the workplace, they shall be paid their regular wage rate for such appearances. Seniority will accrue during such appearances.

22.16 General Leave

The Employer may grant a leave of absence, with or without pay but without loss of seniority, to an employee who requests such leave in writing. The Employer shall give an answer, in writing, to the employee within five (5) working days of the request.

22.17 Educational Leave

The Employer may grant a leave of absence, with or without pay to an employee in order to take a course and written exams which will relate to the employee's work and where the course is seen not only to upgrade the employee but also a clear benefit to CLG. The cost of such course may be paid by the Employer upon successful completion of the course, or as mutually agreed between the Employer and the employee.

22.18 Professional Development

The Employer agrees that direct service and professional staff may utilize up to five (5) working days per year to participate in professional development activities related to the Employer's business as approved by the Employer, exclusive of staff evaluation.

Employees will be required to attend all mandatory training as per legislation pertaining to our sector, may be amended from time to time.

The following, such as but not limited to, professional development training is mandatory: CPR, First Aid, CPI (Crisis Prevention and Intervention), Pharmacology, Occupational Health & Safety, respiration Training, Food Handling, Fire Prevention, Lifting.

Where the training is sponsored by the Employer, attendance shall be considered paid work time. The Employer shall endeavour to offer more than one opportunity for which the employee may register and attend the course.

Where an employee fails to attend a scheduled training without a reasonable excuse, as deemed acceptable by the Employer, such an employee may be disciplined.

Where the employee is unable to participate in the training offered by the Employer, she is expected to complete the required training, at her own costs, within a maximum of sixty (60) calendar days from the final date sponsored by the Employer and provide proof that she/he has completed the training. In this event, no kilometers allowance shall be paid. Where applicable, the Employer will pay, upon the provision of proof of payment and successful completion of the course, the costs of registration for such courses with an approved provider.

22.19 Education Leave for Examination

If an employee is required by the Employer to upgrade his/her employment qualifications, the employee shall be entitled to leave of absence with pay and without loss of seniority and benefits, to write the related examination.

22.20 Leave for Full-Time Union Office

Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, may be granted leave of absence without pay, without benefits (including but not limited to the accumulation of vacation, sick

leave, holidays and those health benefits which the insurer carrier will not authorize the continuation of) and without loss of seniority by the Employer, subject to operational needs, for a period of up to two (2) years. If the employee returns to the Bargaining Unit within two (2) years, she/he shall be entitled to claim her/his former position if it exists or in the event that the position no longer exists, she/he will have the right to bump in accordance with her/his seniority.

Consideration of the bumping provisions of this Agreement will be given. It is understood by the Parties that under these circumstances, the Employer will not be required to serve on the affected employee(s) the notice provisions for layoff contained in this Agreement.

22.21 Part-Time/**Casual** Personal Day

One (1) eight (8) hour paid day off is **granted** each fiscal year for regular part-time and **casual employees who have worked a minimum of 520 hours during that year**. The Part-Time/**Casual** Personal Day shall be non-accumulative and must be taken on a single calendar day. **If the Part-Time/**Casual** Personal Day is not taken within the fiscal year, regular part-time and casual employees will be paid out on the last pay period of the fiscal year.**

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.1 Pay Days

23.1.1 The Employer shall pay salaries and wages utilizing the Direct Deposit System every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement.

This practice shall be implemented the first pay period in December 2002. Each pay period, every employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

23.1.2 In transferring from part-time to full-time, the Employer agrees to recognize up to a maximum of one (1) year (2080 hours) worked, for the purposes of placement on the full-time support worker wage grid.

In transferring from permanent full-time nights to a full-time days or evenings position that is a permanent position or a full-time term position of longer than 3 months, the Employer agrees to

recognize up to a maximum of an additional one (1) year (2080 hours) worked for the purposes of placement on the full-time support worker wage grid.

23.2 Equal Pay for Equal Worth

Employees shall receive equal pay for work of equal value, regardless of sex.

23.3 Pay on Temporary Transfers, Lower Rated Job

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

23.4 Mileage Allowance

- a) Employees required by the Employer to use their personal vehicle in the course of their employment shall receive a mileage allowance in the amount of fifty cents (\$0.50) per kilometer driven.
- b) The Employer agrees to pay for the additional auto insurance business use rider for each employee required by the Employer to use their personal vehicle in the course of their employment.

23.5 Legal Fees

The Employer shall pay all legal costs arising out of the defense of an employee charged in any proceedings as a result of performing her duties for the Employer. Such costs are to be paid after acquittal.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.1 Job Descriptions

The Employer agrees to provide job descriptions for all employees in the Bargaining Unit. The job description shall locate and identify any specific position within a program or activity, summarize the duties required by the Employer, and indicate the appropriate occupational group and job title.

Revisions of job descriptions shall be presented to the employee and to the President and Secretary of the Union. Upon signature of the employee, her/his manager and the Employer, and subject to written objection of the

Union within thirty (30) days, these revisions shall become the recognized job descriptions for the identified positions.

The Union shall have the right to grievance at Step 3 or arbitration for any dispute involving job descriptions.

24.2 Job Classification

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feel she/he is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. No changes in rate of pay for any position shall be made without prior discussion with the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. When such dispute is submitted to grievance, it shall commence at Step 3 of the grievance procedure. The new rate shall become retroactive to the time the position was first filled by an employee.

24.3 No Elimination of Present Classification

If the Employer intends to eliminate existing classifications, the Employer shall consult first with the Union.

ARTICLE 25 – HEALTH BENEFITS

25.1 Pension Plan

See Letter of Intent attached to and forming part of this Collective Agreement.

25.2 Insured Benefits

It is mandatory for all Full-Time employees to enroll in Group Benefits Plan.

The Employer shall select the insured benefits insurer.
(References to client list life assurance shall be deleted).

25.2.1 Life Insurance and Accidental Death and Dismemberment:

Coverage shall be for one (1) time annual earnings to a limit specified in the Policy. Coverage shall be up to and including the

employee's 64th year. The employer shall pay 100% of the premium.

25.2.2 Long Term Disability:

Coverage shall be for 66 and 2/3% of monthly earnings to a limit specified in the policy. The employer shall pay 100% of the premium.

Employees on long-term disability shall be eligible to participate in the group benefits plan for two (2) years from the commencement of their disability period. The employer shall pay the premiums for the first eighteen (18) months, then the employee continues to pay the premium costs, with respect to such coverage for the last six (6) months.

25.2.3 Extended Health Care Insurance - including ward hospital room and

paramedical services (\$200. per year). The **current** Insurer shall pay 100% of the eligible drug expenses. A \$10,000 drug cap for individual/family coverage will be implemented (for family coverage this means that the employee and every dependant on his/her plan is entitled to a maximum coverage of \$10,000). Employees shall make all efforts to purchase generic drugs unless there is no generic drug available. There will be a dispensing fee cap of \$7.00. (The employer has agreed to write letters to both local pharmacies advising of the drug cap. This letter is to encourage the pharmacy to lower their dispensing fees. A letter or card will be given to the employee stating the dispensing fee cap and promoting generic drugs as a first option before trade name. Employees are required to enlist in Positive Enrolment & Mandatory Coordination of Benefits (this is completing information on every member listed under your family coverage as well as the names of other insurance providers i.e. your spouse's).

25.2.4 Dental Care Insurance - Preventative and Restorative Care –

Current Insurer, current year less five years. The Employer shall pay 100% of the premium. **Orthodontics \$2000 lifetime.**

25.2.5 Vision Care, **\$400.00** per 24 month period, and the cost of one (1) eye exam every twenty-four (24) months up to a maximum of \$75.00. The Employer shall pay 100% of the premium.

25.2.6 Employee Assistance Program:

CLG will assume the full cost for the payment of premiums of an Employee Assistance Program that provides for counselling to all employees. The Union acknowledges and agrees that the Employer will contract, at its sole discretion, with a provider for the provision of such an Employee Assistance Program and that the obligation of the Employer is limited strictly to the payment of the premiums.

25.2.7 Waiting Period

Once an employee becomes full-time he/she will not be required to serve a waiting period for benefits.

25.3 Health Benefits - Workplace Safety & Insurance Board Pay Supplement

An employee prevented from performing her/his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Ontario Workplace Safety & Insurance Act*, shall receive from the Employer the difference between the amount payable by the Workplace Safety & Insurance Board and her/his regular salary for the first day of lost time and for the first two years of compensable time lost.

Full Time Employees shall be permitted to draw upon their sick leave banks while awaiting adjudication of a WSIB claim.

25.4 Part-Time and Casual Percentage-in-Lieu of Benefits

In lieu of Health Benefits in this article, permanent part-time and casual employees shall be paid for each hour worked, an additional five percent (5%) on their hourly rate of pay. The additional five percent (5%) will be applied to their regular pay on each deposit. **Upon ratification of the Collective Agreement expiring March 31, 2025, permanent part-time and casual employees shall be paid for each hour worked, and additional five and one half percent (5.5%) on their hourly rate of pay. Beginning April 1, 2024, permanent part-time and casual employees shall be paid for each hour worked, an additional six percent (6%) on their hourly rate of pay.**

25.5 Benefits Over Age 70

Full-time permanent employees aged 70 or older who are actively at work shall be paid the percentage-in-lieu provided to permanent part-time employees as identified in Article 25.4.

ARTICLE 26 - HEALTH AND SAFETY

26.1 Injury Pay Provisions

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

26.2 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident shall be at the expense of the Employer.

26.3 First Aid Kits

A First Aid Kit shall be supplied by the Employer to each mobile unit of employees, (2 First Aid Kits per residence) and in other appropriate locations of the Employer.

26.4 Health and Safety Committee

A Health and Safety Committee shall be established and shall be composed of two (2) members of the Union and two (2) members of Management. The Committee shall meet at the request of the Union or the Employer.

The Union has a right to bring a CUPE National Representative to attend Joint Health and Safety meetings as a guest to observe Committee business.

The Health and Safety Committee shall:

26.4.1 Review and investigate all reports, records and data on Health and Safety and recommend in writing corrective procedures to the Executive Director.

26.4.2 Follow up to ensure corrective procedures are carried out.

26.4.3 Inspect all program facilities other than residential apartments every six (6) months to ensure all applicable Federal, Provincial and Municipal Health and Safety Regulations are complied with and to ensure all reasonable precautions are being taken to protect the Health and Safety of the workers.

26.4.4 Analyze and recommend policies pertaining to dealing with aggressive people behaviour.

26.4.5 Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

26.5 No Loss of Remuneration

The Health and Safety Representatives and Committee members shall have the right to attend to their duties as such within working hours without loss of remuneration.

26.6 Refusal to Work Where Health and Safety is in Danger

An employee may refuse to work where she/he has reason to believe such work (which will include but will not be limited to driving for agency business in inclement weather) is likely to endanger herself/himself, another worker, an unborn child, or the public, as defined in the *Occupational Health and Safety Act* and the employee shall enjoy the full protection of the Act in all areas relating to discipline, remuneration and seniority.

26.7 Disagreements

All disagreements of the Health and Safety Committee shall be reported to the Executive Director and the Union President.

26.8 Workplace Violence

The parties recognize their obligation to provide and maintain a safe and healthy workplace. The parties further recognize the potential for violence in the workplace and therefore will make every reasonable effort to identify all potential sources of violence to eliminate or minimize these risks. Therefore, the parties agree to abide by the Employer's Violence in the Workplace Policy revised annually and, if needed, amended accordingly with the procedure set out in the Policy.

ARTICLE 27 - SECURITY

27.1 Job Security

27.1.1 In order to provide job security for the members of the Bargaining Unit, the Employer agrees that work or services performed or hereafter assigned to the bargaining unit shall not be contracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-union employees assuring that there will be no termination, lay-offs, (as defined in Article 16.1(a)), or reduction of salary to any Local 3390 members.

27.1.2 Merger and Amalgamation

In the event that the employer merges or amalgamates with any other body, the employer shall ensure, where possible:

1. Unionized employees are credited with all seniority rights with the new Employer;
2. All service credits relating to vacation, sick leave credits, pension and other benefits shall be recognized by the new employer;
3. All work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer;
4. CUPE seniority with the other employer shall be credited and union seniority shall be recognized. For non-union employees, seniority and service credits shall be based on mutual agreement between CUPE and the new employer.
5. Conditions of employment and wage rates for the new employer shall be at least equal to the best provisions in effect with the merging employers; and
6. Preference in location of employment in the merged society or program shall be on the basis of seniority.

27.2 Educational Placements

The parties agree to the participation in educational placements with the following conditions to be met:

27.2.1 The placement must be of educational value to the student.

27.2.2 No student shall be paid while on a placement. The only exceptions to this rule will be payment for out-of-pocket expenses directly incurred by the student.

27.2.3 The Employer must satisfy the union that no placements in any way replaces a member of the bargaining unit, whether currently working or laid off.

27.2.4 During this time, students will be given the opportunity to learn about the work of the union, the role of elected union officers, and the job of the union steward. At least two hours of the time with the local union, must be spent with union health and safety representatives.

27.2.5 The students "Training Supervisor" must be a member of the bargaining unit. This person must be selected jointly by the education teacher who is responsible for the students program, management and the union.

27.2.6 The students "Training Supervisor" must be entitled to such time from his/her duties and the time so spent shall be deemed to be work time for which he/she shall be paid by the employer at his regular pay.

27.3 Anti-Workfare

An Ontario Works placement shall not displace any employee.

27.4 Minimum Educational Qualifications

The minimum educational qualifications for all newly hired workers in accordance with conditions 1 to 5 listed below shall be established at "completed post-secondary education", preferably, M.R.C., B.S.T., D.S.W., Social Services Worker, University Social Sciences. As a further alternative, the Personal Support Worker (18 week course) will be accepted. All current part-time employees who meet the approved post-secondary educational qualifications and who can show documentation of such will be eligible for full-time postings.

The Parties agree that hiring can also include those without completed post-secondary education as long as they are currently enrolled in a full-time post-secondary program such as those listed above and who meet conditions 1-5, listed below:

Current employees, full-time or part-time, as at August 12th, 2002, and for the duration of their tenure, shall be deemed qualified as for educational qualifications.

No part-time employee without the minimum educational qualifications, may apply for full-time positions except under the following conditions:

She/he has already (prior to the actual job application) registered in at least one (1) course leading to the Social Services Program Diploma at St. Lawrence College, Cornwall, Ontario. Equivalent institutions and equivalent diplomas shall be considered by the employer.

She/he is pursuing studies culminating in completed post-secondary educational qualifications to meet the minimum job qualifications for full-time support worker positions.

She/he remains registered, and provides evidence of that registration, in the program actively pursuing studies leading to the Diploma for the duration of her/his full-time employment until completion of the Diploma.

ARTICLE 28 - CLOTHING ALLOWANCE

28.1 Clothing Allowance

The Employer agrees to provide work clothing if required, limited to two (2) smocks or coveralls per year, to program staff who, while carrying out their duties, have their clothing subjected to excessive wear, repair, or cleaning costs. The employee will be responsible for normal laundry and/or dry cleaning of all such clothing.

The Employer agrees to provide one (1) pair of Green Tag Safety footwear or appropriate footwear as deemed necessary by the Employer to carry out the duties of the job each twenty-four (24) month period, if required. The Employer contribution will cover up to a maximum of \$150.00 per purchase. Proof of purchase (receipt) must be given to the Employer.

Clothing or swimwear damaged through no fault of the employee in the course of her/his duties shall be repaired, cleaned or replaced by the Employer, upon damaged clothing being produced up to a maximum of \$200/year. Proof of purchase must be given to the Employer.

ARTICLE 29 - GENERAL CONDITIONS

29.1 Appropriate Accommodation

Appropriate accommodation shall be provided for employees to have their meals and store and change their clothing.

29.2 Bulletin Boards

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which the Union shall the right to post notices of meetings. Any other kind of notice to be posted shall be first authorized by the Executive Director, but such authorization shall not be unreasonably withheld.

ARTICLE 30 - PRESENT CONDITIONS TO CONTINUE

30.1 Present Conditions to Continue

All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified after consultation with the Union.

30.2 Continuation of Acquired Rights

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

ARTICLE 31 - COPIES OF AGREEMENT

31.1 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. For this reason, the Employer shall **post the Collective Agreement on ADP** within thirty (30) days of signing **such Agreement**.

ARTICLE 32 - GENERAL

32.1 Plural or Masculine Terms May Apply

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

32.2 Mutual Agreement

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

ARTICLE 33 - DURATION OF AGREEMENT

33.1 Duration

This Agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2025 and shall continue from year to year thereafter unless either party gives notice in writing, ninety (90) days prior to the termination date. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for renewal or revision of the Agreement.

33.2 Changes in Agreement

Amendments deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Such amendments shall be in writing, and, shall not take effect until ratified by the respective parties.

33.3 Agreement to Continue in Force

Where such notice requests revisions only, the following condition shall apply:

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

ARTICLE 34 - MULTI-SECTOR PENSION PLAN (MSPP)

34.1 In this Article, the terms used shall have the meanings as described:

- 34.1.1 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable wages" means the basic straight time wages for all hours worked and in addition
- (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible employee" means as follows:

- (i) a full time employee of the Employer with seniority who is a member of the bargaining unit represented by the Union who has completed one thousand and forty (1040) hours of service with the employer; and is scheduled to work forty (40) hours per week; and
- (ii) a part time employee for the Employer with seniority who is a member of the bargaining unit represented by the Union who has completed one thousand and forty (1040) hours of service with the Employer; and regularly scheduled for thirty (30) hours per week or less.

- 34.1.2 Commencing March 1, 2017, each eligible employee shall contribute for each pay period an amount equal to four percent (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 four percent (4%) of applicable wages to the Plan. **Upon ratification of the current collective agreement expiring March 31, 2025, each employee shall contribute for each pay period an amount equal to five percent (5%) of applicable wages to the Plan and the Employer shall contribute on behalf of each eligible employee for each pay period and amount equal to five percent (5%) of applicable wages to the Plan. Beginning April 1, 2024, the Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five and one half percent (5.5%) of applicable wages to the Plan.**
- 34.1.3 The employee and the 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.
- 34.1.4 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pensions 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 shall include all items listed in the executed Participation Agreement in clause 6.

- 34.1.5 The Union acknowledges and agrees that the Employer's obligation is limited strictly to the deduction and remittance of contributions as set out in clause .02 above. The Union further acknowledges and agrees that the Employer shall not be obligated to make any further contributions towards the costs of the benefits under the MSPP or be responsible for providing any

such benefits. At all times, the Union shall save the Employer harmless from any liability or costs other than the amounts the Employer is obligated to pay specified in the collective agreement then in force.

It is understood and agreed by the Employer and the Union that should the MSPP, the MSPP Trustees or applicable pension or tax legislation requires the Employer's obligation to contribute to the Plan to exceed the deduction and contribution requirement specified in clause .02 above, or should any liability concerns arise or change, as a result of participation in the MSPP, the parties agree to meet immediately to negotiate a method to relieve the Employer of any such increased obligation and to renegotiate the Employer's continued participation in the MSPP.

ARTICLE 35 – NOTICE AND DISCLOSURE

The Employer shall give the union thirty (30) days notice in writing in the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

The Employer shall meet with the Union within fifteen (15) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the job security of bargaining unit members.

ARTICLE 36 – LABOUR FORCE STRATEGY

Preamble

The parties recognize the value of ongoing provincial dialogue as a means to sustain labour peace and progress, quality of service and sustainability of the sector. All parties support the Developmental Service Sector in strengthening the important services it delivers and to make the work of the sector a "career of choice". To that end, the parties agree to advocate for and support the formation of a Provincial Developmental Services Advisory Group (DSAG). The proposed composition of the DSAG would include representatives from the Developmental Service Sector Provincial Network or other appropriate provincial organizations representing employers, CUPE. Further the parties would invite the Ministry of

Community and Social Services and other labour partners such as OPSEU to participate at the DSAG table.

ARTICLE 37 – PRE-RETIREMENT SCHEDULING

- 37.1 Employees who have reached their fifty fifth (55th) birthday and who have a minimum of fifteen (15) years of service with the employer since date of last hire may request a pre-retirement schedule. Approval for a pre-retirement schedule must be made in writing to the employee's direct Manager.
- 37.2 The pre-retirement schedule will identify regularly scheduled days off and must be approved by the employee's direct Manager in consultation with the Human Resources Manager.
- 37.3 Pre-retirement scheduling requests, where approved, shall be for a period of one (1) year and shall be re-considered for either continuation or discontinuation by either the employee's direct Manager and the employee on an annual basis only.
- 37.4 Additional hours of work created by the approval of pre-retirement schedules will be applied to the part-time hours of work at the location of the employee making the request or will be posted as a term position or will be offered as casual work.
- 37.5 If an employee who is approved for and is working a pre-retirement schedule resigns, transfers, is laid off, or is terminated the arrangement will be deemed to be discontinued immediately.
- 37.6 If an employee is approved for and is working a pre-retirement schedule takes an extended leave of absence (greater than thirty (30) days), their position shall revert to full-time hours for the duration of the absence and filled accordingly.
- 37.7 Employees working pre-retirement schedules are not entitled to declare availability for available replacement work or overtime shifts.
- 37.8 The employer shall provide the Union with a list of all individuals working a pre-retirement schedule on an annual basis in January of each year.
- 37.9 The benefits and vacations for employees working a pre-retirement schedule shall be as follows:

	MODEL "A" (.8 FTE)	MODEL "B" (.75 FTE)
AVERAGED OVER 4 WEEK SCHEDULE	8 x 8 hour shifts per pay period or 64 hours per pay (FOR EMPLOYEES IN 8 HOUR POSITIONS ONLY)	6 X 10 hour shifts per pay period or 60 hours per pay (FOR EMPLOYEES IN 10 HOUR POSITIONS ONLY)
EXTENDED HEALTH CARE INSURANCE, DENTAL	Premium cost sharing will be adjusted so that employee pays 20% of premium costs and employer pays 80% of	Premium cost sharing will be adjusted so that employee pays 25% of premium costs and employer pays 75% of
CARE, VISION CARE	Premium costs for these benefits. Same benefit entitlement as full-time	Premium costs for these benefits. Same benefit entitlement as full-time
PENSION (MSPP)	Agreed upon percentage of applicable pre-retirement wages in accordance with the terms of the plan and the CA.	Agreed upon percentage of applicable pre-retirement wages in accordance with the terms of the plan and the CA.
PAID HOLIDAYS	12 paid days of 8 hours	12 paid days of 8 hours
VACATION	Based on .8 FTE (i.e. a four-week vacation time entitlement = 16 x 8-hour days vacation pay)	Based on .75 FTE (i.e. a four-week vacation time entitlement = 12 x 10-hour days vacation pay)
GROUP LIFE INSURANCE AND AD&D	1 x annual pre-retirement earnings in accordance with terms of the policy	1 x annual pre-retirement earnings in accordance with terms of the policy
SICK LEAVE	Based on .8 FTE (i.e. a two-week period of sick leave = 8 x 8-hour days sick leave pay if employee has accrued pay) Sick leave credits shall be accrued at a rate of 96 hours per year, or 8 hours per month	Based on .75 FTE (i.e. a two-week period of sick leave = 6 x 10-hour days sick leave pay if employee has accrued pay) Sick leave credits shall be accrued at a rate of 90 hours per year, or 7.5 hours per month
LONG TERM DISABILITY	Coverage shall be for 66 2/3% of monthly pre-retirement earnings in accordance with all terms and limitations of the plan and the CA. Same cost sharing as full-time	Coverage shall be for 66 2/3% of monthly pre-retirement earnings in accordance with all terms and limitations of the plan and the CA. Same cost sharing as full-time
SENIORITY	Accrued in accordance with pre-retirement hours paid	Accrued in accordance with pre-retirement hours paid

SCHEDULE "A" - WAGES

<p style="text-align: center;">SCHEDULE "A" COMMUNITY LIVING GLENGARRY UNION SUPPORT WORKER HOURLY RATES</p>			
EFF. DATE	APR 1/23	JAN 26/24	APR 1/24
Increase	\$ 0.29	\$ 1.17	\$ 0.29
Part-Time	27.12		27.41
FT SW NIGHT AWAKE			
FT hrly	25.95	27.12	27.41
FT bi-week	2,076.00	2,169.60	2,192.80
FT yearly	53,976.00	56,409.60	57,012.80
FT SW			
0-1 yrs	30.69		30.98
bi weekly	2,455.20		2,478.40
yearly	63,835.20		64,438.40
1-2 yrs	31.26		31.55
bi weekly	2,500.80		2,524.00
yearly	65,020.80		65,624.00
2-3 yrs	31.89		32.18
bi weekly	2,551.20		2,574.40
yearly	66,331.20		66,934.40
3-4 yrs	32.43		32.72
bi weekly	2,594.40		2,617.60
yearly	67,454.40		68,057.60
4-5 yrs	32.99		33.28
bi weekly	2,639.20		2,662.40
yearly	68,619.20		69,222.40
>5 yrs	33.49		33.78
bi weekly	2,679.20		2,702.40
yearly	69,659.20		70,262.40

Letter of Understanding: Central Bargaining

Between
CUPE and its local 3390
and
Community Living Glengarry Inc.

The Employer and Union agree to make best efforts to work towards central bargaining. The Employer agrees to work with their Employer Association(s) (Community Living Ontario - CLO and/or Ontario Agencies Supporting Individuals with Special Needs - OASIS) to develop structures that will facilitate central bargaining with CUPE locals that represent members who work for developmental services agencies. The Employer will also work with other developmental service agencies that have agreed to a letter of understanding on central bargaining and the Canadian Union of Public Employees to discuss implementation of central bargaining.

The Employer further undertakes to work with the Ministry of Community and Social Services to develop the resources required for implementation of a form of central bargaining with CUPE locals that represent members who work for developmental services agencies funded by the Ministry of Community and Social Services.

The Employer further agrees to lobby the Ministry to obtain resources to fund agencies to achieve higher wages, benefits, pensions, and working conditions for employees and the resources to develop an employer council. And as part of this process, the employer will work in collaboration with the union on developing and implementing joint lobbying efforts in addition to lobby work through its membership in CLO and OASIS.

Signed at Alexandria, Ontario, this 21 day of May 2024.

FOR THE UNION

Sophie Desjardins
Sophie Desjardins (May 21, 2024 11:44 EDT)

Staci Doth
Staci Doth (May 23, 2024 20:23 EDT)

Connie Hurtubise
Connie Hurtubise (May 21, 2024 11:22 EDT)

Cookie Ewaschuk
Cookie Ewaschuk (Jun 4, 2024 13:10 EDT)

Lisa Daoust
Lisa Daoust (Jun 28, 2024 09:09 EDT)

[Signature]

FOR THE EMPLOYER

Danielle Duranseau
Danielle Duranseau (May 24, 2024 08:19 EDT)

[Signature]

Maurice Dupelle
Maurice Dupelle (Aug 13, 2024 10:29 EDT)

Gail McKay-Webster
Gail McKay-Webster (May 24, 2024 09:15 EDT)

Sharon Gauthier
Sharon Gauthier (May 27, 2024 10:24 EDT)

LETTER OF UNDERSTANDING

Between

Community Living Glengarry Inc.

and

Canadian Union of Public Employees
and its Local 3390

Re: Receipt of Additional Funding from MCSS

The parties agree that should the Ministry of Community & Social Services provide Community Living Glengarry Inc. with a subsidy increase during the term of this Collective Agreement (April 1, 2023 - March 31, 2025), then both parties will meet through the Labour Management Committee to discuss the disbursement of these new funds.

Signed in Alexandria, Ontario, this 21 day of May **2024**.

FOR THE UNION

Sophie Desjardins
Sophie Desjardins (May 21, 2024 11:44 EDT)

Staci Doh
Staci Doh (May 23, 2024 20:23 EDT)

Connie Hurlbise
Connie Hurlbise (May 21, 2024 11:22 EDT)

Cookie Ewaschuk
Cookie Ewaschuk (Jun 4, 2024 13:10 EDT)

Lisa Daoust
Lisa Daoust (Jun 26, 2024 09:09 EDT)

[Signature]

[Signature]

FOR THE EMPLOYER

Danielle Duranseau
Danielle Duranseau (May 24, 2024 08:19 EDT)

[Signature]

Maurice Dupelle
Maurice Dupelle (Aug 13, 2024 10:29 EDT)

Gail McKay-Webster
Gail McKay-Webster (May 24, 2024 09:15 EDT)

Sharon Gauthier
Sharon Gauthier (May 27, 2024 10:24 EDT)

[Signature]

[Signature]

LETTER OF UNDERSTANDING

B E T W E E N

Community Living Glengarry Inc.

A N D

Canadian Union of Public Employees
Local 3390

Re: Joint Health & Safety Committee

WHEREAS the Parties are desirous of maintaining a harmonious workplace they agree as follows:

- to let the Joint Health and Safety Committee discuss and expand on the issues of Workplace Violence (off site), staffing levels with potential violence and also to discuss Court attendance due to workplace and make recommendations for amendments to CLG policies.

SIGNED this 21 day of May, 2024.

FOR THE UNION

Sophie Desjardins
Sophie Desjardins (May 21, 2024 11:44 EDT)

Staci Doth
Staci Doth (May 23, 2024 20:23 EDT)

Connie Hurlbise
Connie Hurlbise (May 21, 2024 11:22 EDT)

Cookie Ewaschuk
Cookie Ewaschuk (Jun 4, 2024 13:10 EDT)

Lisa Daoust
Lisa Daoust (Jun 26, 2024 09:09 EDT)

[Signature]

FOR THE EMPLOYER

Danielle Duranseau
Danielle Duranseau (May 24, 2024 08:19 EDT)

[Signature]

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Maurice Dupelle (Aug 13, 2024 10:29 EDT)

Gail McKay-Webster
Gail McKay-Webster (May 24, 2024 09:15 EDT)

Sharon Gauthier
Sharon Gauthier (May 27, 2024 10:24 EDT)

LETTER OF UNDERSTANDING

B E T W E E N

Community Living Glengarry Inc.

A N D

Canadian Union of Public Employees
Local 3390

Re: Regulatory College

WHEREAS the Parties are desirous of maintaining a harmonious workplace they agree as follows:

- to meet at a later date to discuss the issue of a Regulatory College, should it become a Provincial issue and directed by Ministry directive or regulation or legislation.

SIGNED this 21 day of May, 2024.

FOR THE UNION

FOR THE EMPLOYER

Sophie Desjardins
Sophie Desjardins (May 21, 2024 11:44 EDT)

Danielle Duranseau
Danielle Duranseau (May 24, 2024 08:19 EDT)

Staci Doth
Staci Doth (May 23, 2024 20:23 EDT)

Elizavinda

Connie Hurlbise
Connie Hurlbise (May 21, 2024 11:22 EDT)

Maurice Dupelle
Maurice Dupelle (Aug 13, 2024 10:29 EDT)

Cookie Ewaschuk
Cookie Ewaschuk (Jun 4, 2024 13:10 EDT)

Gail McKay-Webster
Gail McKay-Webster (May 24, 2024 09:15 EDT)

Lisa Daoust
Lisa Daoust (Jun 28, 2024 09:09 EDT)

Sharon Gauthier
Sharon Gauthier (May 27, 2024 10:24 EDT)

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

B E T W E E N

Community Living Glengarry Inc.

A N D

Canadian Union of Public Employees
Local 3390

Re: Volunteers

WHEREAS the Parties are desirous of maintaining a harmonious workplace they agree as follows:

- the use of volunteers is beneficial to the people we support, and
- neither party is desirous of ceasing this practice, and
- the parties can agree that every six (6) months the Employer will send to the Secretary of the Union, a list of the number of volunteers, where they are being used and for what time frame.

SIGNED this 21 day of May, 2024.

FOR THE UNION

FOR THE EMPLOYER

Sophie Desjardins
Sophie Desjardins (May 21, 2024 11:44 EDT)

Danielle Duranconu
Danielle Duranconu (May 24, 2024 09:15 EDT)

Staci Doth
Staci Doth (May 23, 2024 20:23 EDT)

B. Dupelle

Connie Hurlbise
Connie Hurlbise (May 21, 2024 11:22 EDT)

Maurice Dupelle
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Sharon Gauthier
Sharon Gauthier (May 27, 2024 10:24 EDT)

1. [Signature]

[Signature]

[Signature]

[Signature]

PARTICIPATION AGREEMENT

BETWEEN:
GLENGARRY COMMUNITY LIVING INC.
(the "Employer")

-AND-

MULTI-SECTOR PENSION PLAN
By its Trustees
(the "Trustees")

Whereas the Union represents certain employees of the Employer;

And whereas the Employer will commence being a Participating Employer during the portion of the term of the Collective Agreement commencing April 1, 2010.

And whereas the Plan is registered with the Financial Services Commission of Ontario under the *Pension Benefits Act*, R.S.O. 1990, c. P.8 ("the *Pension Benefits Act*");

And whereas the Plan is a multi-employer pension plan within the meaning of the *Pension Benefits Act* and is administered as such by the Trustees;

Therefore, in consideration of the Employer becoming a participating employer in the Plan by making contributions to the Plan in accordance with the Collective Agreement between the Employer and Local 3390 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement **dated September 17, 2009**. Specifically, the Employer shall contribute to the MSPP an amount equal to 2% of Applicable Wages as defined in the collective agreement for all Eligible Employees as defined in the Collective Agreement.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Plan and the fund and provide benefits in accordance with the Agreement and Declaration of Trust dated January 1, 2002 (the "Trust Agreement") and the *Pension Benefits Act*, subject to the provision that in the event of any conflict or inconsistency between the provisions of this

Agreement and the Trust Agreement, or between the Rules and Regulations of the Multi-Sector Pension Plan (the "Rules") and this Agreement, or between any other document and this Agreement, the terms of this Agreement and the Collective Agreement shall prevail. Without limiting the generality of the foregoing, nothing contained in the Trust Agreement, the Rules or any other document shall be construed:

- (a) to allow any employee of the Employer to join the Plan until he or she has fully satisfied the eligibility requirements set forth in the Collective Agreement, this Participation Agreement and/or the Letter of Understanding (MSPP) and become an "Eligible Employee"; or
 - (b) to alter the basis or the amount of the Employer Contributions from that set out in the Collective Agreement.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, and notwithstanding the provisions of the Trust Agreement, the Rules or any other document, the Trustees and the Union agree that the financial obligations, of the Employer shall in no event exceed the obligation to make the contributions to the Plan as set out in the Collective Agreement.
4. The Trustees and the Union agree and acknowledge that the Employer has no obligation to provide, pay for, or contribute to the cost of the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement and that the Employer assumes no liability whatsoever with respect to the Plan save and except to make contributions in accordance with the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, the Trust Agreement, the Rules, this Agreement or any other document shall be construed as obligating the Employer to make contributions or any payment of any kind whatsoever other than contributions for which the Employer is obligated by the Collective Agreement, nor shall they be construed as authorizing the Trustees, the Union or any other party to demand any further contribution or payment beyond what is expressly stipulated herein, or to take any action which would expose the Employer to any financial claims. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits as established by this Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend the benefits, if necessary or advisable. Further, that in the event the employer is no longer a participating Employer in the MSPP, the Employer shall have no obligation to fund any deficiency in the event of withdrawal.

5. The Trustees will provide to the Employer, at its request, a copy of the Trust Agreement and the Rules and of any subsequent amendments as they are made. The Trustees will also provide to the Employer, at its request, a copy of the latest filed valuation report the Statement of Investment Principles and Policies and Financial Statements.
6. The Trustees shall provide the Employer with the name of, and full contact information of any party appointed to administer the Plan on behalf of the Trustees. The Employer agrees to provide 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, with respect to all employees covered by the terms of the Collective Agreement which the Administrator may reasonably require in order to properly inform employees about the Plan and record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

- (I) To Be Provided Once Only at Plan Commencements
 - Date of Hire
 - Date of Birth
 - 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 With Each Status Change
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status

The Trustees and the Union acknowledge that the Employer's records with respect to hours worked by employees prior to the date of this Agreement may be incomplete and agree that the Employer shall only be required to provide information with respect to hours worked by Eligible Employees prior to the date of this Agreement with respect to which it has retained records. Notwithstanding the foregoing, the Employer agrees to work cooperatively with the Administrator in this regard to ensure the proper calculation of past service credit entitlements.

7. Without limiting the generality of any of the foregoing, the Trustees and the Union agree that:
 - (a) the Employer shall not be liable for any surcharge under section 2.03 of the Rules;
 - (b) section 4.05 of the Trust Agreement shall not obligate the Employer to create any report not in existence unless required by law nor shall it oblige the Employer to provide information about employees who are not covered by the terms of the Collective Agreement and who have never participated in the Plan;
 - (c) audits conducted by the Trustees at the Employer's premises shall only be conducted at a reasonable time on reasonable notice, and all costs associated with such audits shall be the responsibility of the Trustees. Audits shall be conducted to monitor compliance with the Agreement and for no other purpose. All information obtained pursuant to any such audit is subject to a strict requirement of confidentiality and such information will be used for no other purposes, and shared with no other parties, except for the purpose of ensuring compliance with this agreement and confidentiality purposes.
 - (d) notwithstanding anything to the contrary in the Trust Agreement, the Rules or any other document, the Employer shall have no obligation to make any payment of any kind to the fund including, but not limited to, interest, legal or other costs, expenses, or liquidated damages, or to furnish cash deposits or any surety bond in the case of remittance errors made by the Employer which are rectified within a reasonable period of time or in the case of remittance errors arising from incomplete or inaccurate information provided by the employees.

8. Any dispute arising from this Agreement may be submitted to arbitration under the provisions of the Collective Agreement by any party hereto.

9. Notwithstanding any provision contained in the Trust Agreement, the Rules or any other document including, but not limited to, section 7.01 of the Trust Agreement or section 7.01 of the Rules, no amendment to the Trust Agreement or to the Rules shall have the effect of increasing the financial or other obligations of the Employer beyond what it has agreed to in the Collective Agreement and this Agreement.
10. Notwithstanding any provision in the Trust Agreement, Rules or any other document including, but not limited to, section 4.01(v) of the Trust Agreement or section 7.08 of the Rules, the Trustees shall not interpret the Trust Agreement or the Rules in any manner which adds to the Employer's financial or other obligations, beyond those stipulated in the Collective Agreement and in this Agreement.
11. The Collective Agreement sets forth the extent of the Employer's financial contribution to the Plan. Accordingly, notwithstanding the provisions of the Trust Agreement, the Rules or any other document including, but not limited to, section 8.07 of the Trust Agreement and section 7.03 of the Rules, any Employer contribution made that exceeds the contributions required under the Collective Agreement shall be returned by the Trustees to the Employer upon demand.
12. It is acknowledged by the Trustees and by the Union that (a) 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 that amount as required by the collective agreement in force between the, Employer and the Union and (b) the limitation of the Employer's financial liability to the Plan to making contributions in accordance with the Collective Agreement is a material and fundamental condition of the Employer's participation in the Plan. Accordingly, in the event of any change in current pension legislation or regulations which would have the effect of increasing or potentially increasing the Employer's liability beyond making such contributions, the Employer and the Union shall meet in good faith to negotiate a mutually acceptable alternate arrangement which results in no greater liability or cost to the Employer than that which would have been incurred if the Plan were a defined contribution plan with the Employer contributions being as set forth in the Collective Agreement.
13. In this Agreement, the terms listed below shall mean as follows:
 - (a) "Applicable Wages as Defined" shall mean applicable wages as defined in the collective agreement.

(b) "Eligible Employees" shall mean eligible employee as defined in the collective agreement.

14. The Employer and Employee 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. Each remittance shall be accompanied by a report in a mutually acceptable format which contains the information set forth in section 6(II) of this Agreement.
15. The Employer shall commence participation in the Plan effective April 1, 2010.
16. It is understood that the Employer's obligation to participate in the pension plan is contingent on their obligations under a Collective Agreement between CUPE Local 3390 and the Employer. In the event that any or all of the following events occur;
 - (1) the bargaining unit decertifies;
 - (2) there are no employees in the bargaining unit; or
 - (3) the Collective Agreement is amended to remove any obligation to participate in the pension plan;

The Employer's obligation to make contributions to the pension plan shall cease upon the effective date any of the above events occur.

The Employer may give 60 day's written notice of their intent to withdraw from the plan and this Participation Agreement shall be terminated and cease to have affect 30 days after such notice is given.

Letter of Understanding

Between

Community Living Glengarry Inc.

and

Canadian Union of Public Employees
and its Local 3390

Re: Direct Funding

The Parties agree to lobby the government to create a fair and equitable system that incorporates equitable funding for all persons receiving services and support.

SIGNED this 21 day of May, **2024**.

FOR THE UNION

FOR THE EMPLOYER

Sophie Desjardins
Sophie Desjardins (May 21, 2024 11:44 EDT)

Danielle Duranseau
Danielle Duranseau (May 24, 2024 08:19 EDT)

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Letter of Understanding

Between

Community Living Glengarry Inc.

and

Canadian Union of Public Employees and its Local 3390

Re: Common Benefit Package

The Parties agree to participate and support a Central Bargaining Table to explore a single, common benefit package for all participating Developmental Service Agencies in Ontario.

SIGNED this 21 day of May, 2024.

FOR THE UNION

FOR THE EMPLOYER

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