

# **Collective Agreement**

**-Between-**

# ***CUPE***

**Canadian Union of Public Employees Local 3808**

(Herein referred to as the “Union”)

**-And-**



**CANES Community Care**

(Herein referred to as the “Employer”)

**Term: April 1, 2025 – March 31, 2027**

**:rjd/sl/cope 491**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	4
ARTICLE 2 – RECOGNITION .....	4
ARTICLE 3 – DEFINITIONS .....	4
ARTICLE 4 – MANAGEMENT RIGHTS .....	5
ARTICLE 5 – UNION DUES CHECK-OFF .....	5
ARTICLE 6 – CORRESPONDENCE.....	6
ARTICLE 7 – UNION MANAGEMENT CONSULTATION .....	7
ARTICLE 8 – BULLETIN BOARDS .....	7
ARTICLE 9 – TRADE UNION REPRESENTATION .....	7
ARTICLE 10 – NO STRIKES OR LOCK-OUTS .....	8
ARTICLE 11 – NO DISCRIMINATION .....	8
ARTICLE 12 – GRIEVANCE AND ARBITRATION .....	8
ARTICLE 13 – DISCHARGE.....	11
ARTICLE 14 – SENIORITY .....	11
ARTICLE 15 – LAY-OFFS AND RECALL .....	12
ARTICLE 16 – POSTING OF VACANCIES.....	13
ARTICLE 17 – HOURS OF WORK.....	14
ARTICLE 18 – HOLIDAYS.....	18
ARTICLE 19 – VACATIONS .....	20
ARTICLE 20 – LEAVES OF ABSENCE .....	22
ARTICLE 21 – NOTICE OF ABSENCE.....	24
ARTICLE 22 – HEALTH AND SAFETY.....	24
ARTICLE 23 – JURY DUTY.....	25
ARTICLE 24 – BEREAVEMENT LEAVE.....	25
ARTICLE 25 – PERSONAL EMERGENCY LEAVE (PEL).....	25
ARTICLE 26 – DUTY TO ACCOMMODATE/RETURN TO WORK .....	26
ARTICLE 27 – EXPENSE REIMBURSEMENT .....	27
ARTICLE 28 – NOTICE OF CHANGE .....	28
ARTICLE 29 - WAGES .....	29
ARTICLE 30 – BENEFITS .....	29
ARTICLE 31 - PENSION .....	30
ARTICLE 32 – COPIES OF AGREEMENT .....	31
ARTICLE 33- WAIVER .....	31
ARTICLE 34 – DURATION .....	31

APPENDIX "A" – BARGAINING UNIT EMPLOYEE WAGE GRID ..... 32  
APPENDIX "B" – AVAILABILITY FOR WORK FORM..... 33  
LOU NO. 1 - LETTER OF AGREEMENT – PERSONAL SUPPORT WORKER ..... 34  
LOU NO. 2 – LETTER OF AGREEMENT – LIEU TIME..... 36  
LOU NO. 3 – MEMORANDUM OF AGREEMENT ..... 37  
LOU NO. 4 – MEMORANDUM OF AGREEMENT – PENSION PLAN ..... 38  
LOU NO. 5 – LETTER OF UNDERSTANDING – NOTICE OF ABSENCE ..... 40  
LOU NO. 6 – LETTER OF UNDERSTANDING – VACATION PAY ..... 41  
MEMORANDUM OF AGREEMENT ..... 42  
LOU NO.7 – LETTER OF UNDERSTANDING (Bill 124) ..... 43  
LOU NO. 8 – LETTER OF UNDERSTANDING – ADDITIONAL FUNDING..... 44  
LOU NO. 9 – LETTER OF UNDERSTANDING - 12200 TAX FORMS ..... 45  
LOU NO. 10 – LETTER OF UNDERSTANDING – EMERGENCY RESPONSE COMMITTEE ..... 46  
LOU NO. 11 – LETTER OF UNDERSTANDING – DRIVER SPLIT SHIFT..... 49

## **ARTICLE 1 – PURPOSE**

- 1.01 It is the purpose of this Agreement to promote and maintain mutual understanding and co-operation and to establish an orderly, harmonious collective bargaining relationship between the Employer and its employees, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of CANES Community Care in the GTA and surrounding areas, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representative, which may conflict with the terms of this Collective Agreement, unless such agreement is consented to, in writing, by the parties. The Union shall be made aware of any such agreements, prior to final agreement being made with an employee(s).
- 2.03 The Employer agrees that the use of volunteers or other non-bargaining unit persons shall not result in the lay-off, termination, demotion or in the reduction of regular hours of work of bargaining unit members.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 It is agreed to the word "employees" wherever used in the Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as defined in Article 2.
- 3.02 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa where the context so requires.
- 3.03 Contract Employees
- a) It is recognized that, from time to time, the Employer may engage the services of contract employees to cover absences of regular staff due to vacation, illnesses, leaves of absence or secondment. All such employees shall be bargaining unit employees.
  - b) Contract employees shall be entitled to all rights and provisions of this Collective Agreement, with the exception of Article 14.01, Article 15, Article 16, Article 25, Article 29 and Article 30.
  - c) Where such employment is less than one (1) year, such persons may have their employment terminated without regard to seniority. If a contract employee continues their employment in excess of one (1) year, they shall receive credit for actual seniority accrued during their contract period, and become a permanent employee with seniority.

- d) Subject to Article 3.03(c), the termination of a contract employee at the expiration of their agreed term of employment shall not be grievable nor arbitrable under the provisions of this Collective Agreement.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 The Union recognizes that the management of the Employer's operations and the direction of the employees rest exclusively with the Employer except as expressly modified or restricted by a specific provision of this Agreement. These rights and management functions include, but are not limited to: the right to reprimand, suspend, discharge or otherwise discipline employees for just cause, subject to the grievance and arbitration provisions of this Agreement; solicit and hire, direct, promote, demote, transfer, lay off and recall employees to work; determine the requirements of a job, labour standards, the qualifications of an employee to perform the work required; starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of the employees; close down the Employer's operations or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment or other property of the Employer; determine the assignment of work and the size and composition of the workforce; make or change reasonable rules, policies and practices not in conflict with the express provisions of this Agreement; introduce new or improved methods in equipment and otherwise generally manage the Employer's operations, direct the workforce and establish terms and conditions of employment.
- 4.02 The Employer agrees that in exercising rights set out in Clause 4.01 it will not act in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 – UNION DUES CHECK-OFF**

- 5.01 The Employer agrees to deduct from the wages of each employee in the bargaining unit who has completed thirty (30) calendar days of employment with the Employer, a specified uniform amount equivalent to the regular monthly Union Dues as prescribed in writing by the Union.
- 5.02 In accordance with Article 5.01, the Employer agrees to deduct the regular monthly Union Dues from the first payroll of each month and to forward such deductions to the National Secretary-Treasurer of the Union not later than the 15th day following the month for which the dues were levied. The cheque shall be accompanied by a list of the names of persons from whom deductions were made. The Employer shall forward to the President of the Local a list of names of all employees, the dues deducted, and the total hours worked and the schedule of the hours with a printout of paid holidays, sick and travel time.

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this Agreement or existing legislation, the Employer agrees to meet with the Union to discuss how the current practice may be continued.

- 5.03 Employees hired by the Employer shall join the Union as a condition of employment.
- 5.04 The Union will indemnify and save the Employer harm from any and all claims, which may be made against it by an employee or employees for amounts deducted from pay as provided by this article.
- 5.05 The Employer shall include on the T4 slip for each employee the amount of Union Dues paid by that employee in the previous year.
- 5.06 An employee's immediate Supervisor shall introduce the new employee to their Union Steward or Representative, within ten (10) working days of the commencement of employment.
- 5.07 The Employer shall provide the Union with an updated list of such names, addresses and phone numbers twice (2x) per year. This list shall also indicate promotions, demotions, hirings, lay-offs, recalls, resignations, retirements, deaths or other terminations of employment.
- 5.08 **Pension Plan**
- a) The Employer shall provide the Union with a copy of an updated list of all Pension Plan participants every six (6) months.
  - b) Following the end of each fiscal year, the Employer shall provide the Union with an employee list which will include plan participation date, employer and employee contributions made for the previous year, as well as any new participants with their date of entry into the plan.
  - c) The Statement of Earnings and Deductions shall indicate both the Employer contribution and Employee deductions for pension contributions for the current and year-to-date periods.

## **ARTICLE 6 – CORRESPONDENCE**

- 6.01 All correspondence between the parties to this agreement shall pass to and from the HR Director or other appropriate Management personnel and the President of the Union. In cases dealing with discipline, the CEO or his/her designate will be copied on all correspondence.
- 6.02 The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.
- The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.
- The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

## **ARTICLE 7 – UNION MANAGEMENT CONSULTATION**

- 7.01 The Union and the Employer shall each name two (2) representatives to a Union/Management Consultation Committee.
- 7.02 On the request of either party, the parties shall meet once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace, which affect the parties, or any employees bound by this Agreement save except for current grievances or collective bargaining. The request to convene a meeting shall contain the proposed agenda.
- 7.03 Subject to Article 7.04, the employee shall suffer no loss of pay for time spent in attendance at Union/Management Consultation Committee meetings.
- 7.04 Scheduled Union/Management Consultation Committee meetings shall not exceed two (2) hours in duration.

## **ARTICLE 8 – BULLETIN BOARDS**

- 8.01 The Employer shall make available a place for the purpose of posting notices regarding meetings and other similar Union matters. Such notices shall not be posted unless signed by a Union Officer and unless such posting is authorized by the HR Director or Designate.

## **ARTICLE 9 – TRADE UNION REPRESENTATION**

- 9.01 The Union shall elect or appoint one (1) Steward per work site.
- 9.02 Stewards visiting sites, areas, or locations other than those assigned to them for purposes of carrying out work for the Employer, shall not visit such locations unless Management is informed at least twenty-four (24) hours in advance of such visit in writing by the Union President to the HR Director.
- 9.03 A Steward's first obligation is to the performance of their regular duties, and they shall not leave their regular duties without first obtaining the permission of their immediate Supervisor or their Supervisor's designate. Such permission shall not be unreasonably withheld. A Steward shall have reasonable time to investigate an alleged violation of the Collective Agreement without loss from regular pay. In addition, the Steward and the grievor shall suffer no loss of regular pay for attendance at grievance meetings. The Union President may attend grievance meetings in place of the Steward. Where the Union President attends grievance meetings in place of the Steward, the Union President shall not suffer loss from regular pay. A Steward receiving permission to leave their regular duties shall advise the Supervisor of the approximate duration of their absence and shall report back to such Supervisor at the time of their return to work.
- 9.04 The Employer shall recognize the officers and Stewards of the Union when notified, in writing by the Union, of persons filling such positions.

- 9.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 9.06 The Employer agrees to pay four (4) members of the Employee Negotiating Committee for regular hours missed from work due to attendance at collective agreement negotiation meetings with the Employer, to a maximum of four (4) days for each member, which shall include the initial Exchange of Proposals meeting. Additional time spent in negotiations meetings shall be paid by the Employer and the Union shall reimburse the Employer for the full cost of such time, including wages and benefits, as per the company's invoice, within thirty (30) days of the payment made to the employee.
- 9.07 Where the Employer intends to issue disciplinary action to an employee, the employee will have the right, upon request, to have a Union Steward present when such disciplinary action is issued. All disciplinary action shall be in writing, with a copy to the Union. In cases of suspension without pay or termination, a representative of the Union shall be present unless the employee does not wish the Union Representative to be present and confirms this in writing in the presence of a Union Representative.
- 9.08 A steward may attend general meetings of PSWs, Drivers, and monthly office staff as well as Town Hall meetings.
- 9.09 Record of Disciplinary documents: The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Past discipline will not be a consideration when transfers or promotions are contemplated.

#### **ARTICLE 10 – NO STRIKES OR LOCK-OUTS**

- 10.01 In view of the orderly procedures established by this Agreement and the provisions of the Labour Relations Act, the Union agrees that there will be no strikes, slowdowns, work stoppages, either complete or partial, during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of this Agreement.

#### **ARTICLE 11 – NO DISCRIMINATION**

- 11.01 The Employer and the Union agree not to interfere with the rights of employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer or Union on the basis of race, age, creed, sex, colour, marital status, sexual orientation, handicap, Union membership or political affiliation or in accordance with the Human Rights Code.

#### **ARTICLE 12 – GRIEVANCE AND ARBITRATION**

- 12.01 A grievance is defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether it is arbitral.

#### 12.02 Step No. 1

It is the mutual desire of the Employer and the Union that grievances shall be dealt with as quickly as possible. No employee shall have a grievance until such employee has discussed the matter with his or her Supervisor. Such discussion shall take place within three (3) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the grievor. The Supervisor shall respond to the grievor within three (3) working days after the discussion. If the matter is not settled through discussion with the employee's Supervisor, the employee's written grievance shall be processed as follows:

#### 12.03 Step No. 2

Within seven (7) working days after the grievor has received the Supervisor's reply, the Union may submit a written grievance to the Supervisor of the employee unless the nature of the grievance is such that it relates to the Supervisor, in which case the grievance will be filed with the CEO or the CEO's designate. Within seven (7) working days, a meeting shall be arranged with the griever, the griever's Steward or the President of the Union, and the CEO or the CEO's designate. The CEO or the CEO's designate shall reply in writing within seven (7) working days of the meeting. Failing settlement, the grievance may then be submitted to arbitration in writing within seven (7) working days following the reply.

#### 12.04 Step No. 3

- a) Where either party requests that a grievance be submitted to arbitration, notice shall be given to the other party, in writing, within seven (7) working days from the delivery of the decision at Step No. 2 of the grievance procedure. The grievance shall be referred to a sole arbitrator, such arbitrator to be chosen by mutual agreement between the Employer and the Union. The notice to arbitrate shall contain a list of the proposed sole arbitrators who are acceptable to the party requesting arbitration. The notice to arbitrate shall include a copy of the grievance which shall cite the Article alleged to have been violated and the remedy sought.
- b) Notwithstanding the above, a single Arbitrator may be appointed at the request of either party. The notice to arbitrate shall also include a copy of the grievance which shall cite the Article alleged to have been violated and the remedy sought.

12.05 A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within seven (7) working days from the time the circumstances upon which the grievance is based were known or should have reasonably been known to the grieving party. A meeting between the Employer and the Union shall be held within seven (7) working days of the presentation of the written grievance. Such meeting shall take place within the framework of Step No. 2 of the foregoing grievance procedure. The Employer or the Union, as the case may be, shall give its written decision within seven (7) working days after such meeting has been held. If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within seven (7) working days of the delivery of such written decision, in the manner provided for in this agreement.

- 12.06 Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance shall be filed by having all such employees sign a written grievance at Step No. 2. Such group grievance shall then be processed within the framework of the grievance procedure.
- 12.07 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure within the time specified.
- 12.08 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 12.09 Each party hereto shall bear its own costs of and incidental to any such arbitration proceeding. The fees and charges of the arbitrator shall be borne equally by the parties.
- 12.10 Notwithstanding the above, either party may refer a grievance to the expedited process in accordance with the Labour Relations Act of Ontario.
- 12.11 All time limits referred to in the grievance procedure herein contained shall be deemed to be exclusive of Saturdays, Sundays or holidays designated in the Agreement.
- 12.12 Any and all time limits referred to under the Grievance and Arbitration Procedures herein shall be extended only by written agreement between the Company and the Union when sent to the National Representative and/or Local President.
- 12.13 Where both parties agree, a grievance may be referred to arbitration at any stage (which could include a possible mediation stage), and the following will apply:
- a) The mediation process shall be confidential, informal and conducted by Mediators trained in the principles of interest-based negotiations/problem solving. No information provided by a party during the mediation will be used against the other party if the grievance is subsequently referred to arbitration. Nothing said or done by the Mediator may be referred to at the arbitration.
  - b) The parties may mutually agree to schedule the mediation within thirty (30) days of notice by the party of their intention to mediate the grievance. Dates scheduled will be by mutual agreement of the parties.
  - c) The Union and the Employer will agree to a list of Mediators. The appointment of the Mediator for a particular grievance will be by mutual consent.
  - d) The parties may agree to refer more than one grievance to mediation at the same time.
  - e) All written material or other documentation presented to the Mediator will be returned to the issuing party at the conclusion of the mediation.
  - f) If the mediation resolves the grievance, the Mediator will provide the parties with a report outlining the settlement. The settlement reached will not set a precedent and

shall not thereafter be referred to by the parties in respect of any other matter in any other setting unless agreed otherwise.

- g) During the mediation, the parties may agree to resolve part of the grievance and refer part of the grievance to arbitration.
- h) If mediation does not resolve a grievance, either party may notify the other of their intention to refer the grievance to arbitration. Notwithstanding Article 12.03, such notice must be given within ten (10) working days of the failed mediation.
- i) The mediation will be held during regular business hours on the Employer premises. If not available, or the parties agree to hold the mediation outside of the Employer premises, each party will pay half of the cost of the facilities.
- j) The grievor(s) and up to two (2) Union representatives absent for their regular scheduled hours shall not be paid for such absent hours while attending the mediation. In the circumstance of a group grievance, the Union will appoint a single representative grievor to attend the mediation.
- k) Each party will pay half the cost of the Mediator.

### **ARTICLE 13 – DISCHARGE**

- 13.01 The Employer will have the right to discharge an employee for any reason regarding suitability who has not completed their probationary period, hereinafter referred to as a "probationary employee", provided that such employee is not discharged in an arbitrary or discriminatory manner. It is agreed that such standard amounts to a lesser standard than just cause in accordance with the provisions of the Ontario Labour Relations Act.
- 13.02 A claim by a seniority employee that they have been suspended or discharged without just cause shall be treated as a grievance and shall commence at Step No. 2 of the grievance procedure, provided a written grievance is presented to the CEO or the CEO's designate within seven (7) working days after the suspension or discharge.
- 13.03 Subject to Article 3.03(c), the termination of a contract employee at the expiration of their agreed to term of employment shall not be grievable nor arbitrable under the provisions of this Collective Agreement.

### **ARTICLE 14 – SENIORITY**

- 14.01 Seniority is defined for the purpose of this Agreement as the length of continuous service with the Employer. After completion of the probationary period, seniority shall be effective from the last date of hire. An employee shall have no seniority during their probationary period. If two (2) or more employees have the same seniority date, they will be placed on the seniority list in alphabetical order, according to surname first, then a person's given name.

14.02 All employees shall be considered to be probationary employees until they have completed four hundred and twenty (420) hours of regular work for the Employer.

The Employer will provide a written assessment of performance to the probationary employee after eight (8) weeks of employment. Such assessments will be discussed by the employee and their Supervisor.

14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union within thirty (30) days of the signing of this Collective Agreement and then every six (6) months thereafter. If no challenge is made within four (4) weeks, the employee's seniority shall be deemed to be correct.

14.04 **Loss of Seniority**

An employee shall lose all seniority and shall be deemed to have been terminated:

- a) if the employee resigns their employment with the Employer.
- b) if the employee is discharged for just cause or is discharged pursuant to Article 13.01 and is not reinstated.
- c) if an employee who is recalled to work after a lay-off fails to notify the Employer within three (3) working days that they have accepted the recall or fails to return to work within five (5) calendar days after notice of recall has been sent by Registered Mail to the last address that the Employer has in its files for the employee.
- d) if the employee overstays a permitted leave of absence or vacation without reasonable cause and without securing extension of such leave of absence or vacation from the HR Director or Designate
- e) if the employee becomes absent from work without notifying the Employer, unless reasonable cause is established for both the absence and lack of notification.
- f) if an employee is laid off for a period exceeding twenty-four (24) months.
- g) if an employee utilizes a leave of absence for purposes other than those for which it was granted.
- h) if the employee is employed as a contract employee, on completion of the agreed term of employment.

14.05 Retirement shall be governed by the legislation in effect at the time of retirement.

**ARTICLE 15 – LAY-OFFS AND RECALL**

15.01 For the purposes of this Article, there shall be four (4) groups of employees:

- a) Personal Support Workers

- b) Office Workers/Program Support Workers
- c) Home Support Workers
- d) Drivers
- e) Passenger Assistants
- f) Maintenance Workers

- 15.02 a) In cases of lay-off within a group, employees in the group shall be laid off in reverse order of bargaining unit seniority, provided that the remaining employees have the qualifications, skill and ability to do the available work without training.
- b) An employee about to be laid off in a group may bump another employee in the group with less bargaining unit seniority, provided the employee exercising the bumping right has the qualifications, skill and ability to do the available work without training.
- 15.03 Employees shall be recalled in order of their bargaining unit seniority, provided they have the qualifications, skill and ability to do the available work without training.
- 15.04 Where the Employer intends to lay off seniority employees, the Employer shall provide such notice or pay in lieu of notice as is required by the Employment Standards Act. Where possible, the Employer will endeavour to provide seniority employees with at least three (3) weeks' notice of their lay-off. If the Employer is unable to provide three (3) weeks' notice, the Employer shall not be liable for pay in lieu of notice, except as required by the Employment Standards Act.

## **ARTICLE 16 – POSTING OF VACACNIES**

- 16.01 Where the Employer deems it necessary to fill a vacant position, it shall be posted for a period of ten (10) working days, during which period it will also be posted on the Agency website and/or otherwise advertised externally. A copy of all postings shall be forwarded to the Union at the time of posting.
- 16.02 The notice referred to in Article 16.01 shall contain the following information: nature of position, skill, ability, education and experience required, shift, hours of work, wage or salary rate or range and the anticipated date of commencement.
- 16.03 Temporary vacancies that the Employer desires to fill and that are expected to exceed six (6) months shall be posted and offered as secondment opportunities for bargaining unit employees. Vacancies which will not or are not expected to exceed six (6) months to cover vacancies due to periods of disability, leaves of absence, emergencies, vacations, sudden increases in workload need not be posted.
- 16.04 The Employer shall first consider bargaining unit employees for whom a successful bid would result in a promotion or transfer. In such cases (other than to positions outside the scope of the bargaining unit), the following factors shall be considered:

- a) qualifications, skill, ability, and hands-on experience at CANES in general and in respect to the job being applied for, and
  - b) where the factors in (a) are relatively equal, seniority shall govern provided the candidates have the qualifications, skill and ability to perform the work.
- 16.05 If a vacancy is not filled in accordance with Articles 16.01 through 16.04 above, the Employer may select an employee in the bargaining unit for training or appoint an employee from outside the bargaining unit or hire a new employee.
- 16.06 Employees will be required to have completed one (1) year in the same position before applying to a new position/posting of the Organization.
- 16.07 Except for Employees on approved leave, including medical, vacation or statutory leaves, and subject to minimum provincial employment standards compliance, in the event the successful bidder for the vacancy is unable to commence working in the position within one (1) month of the posted start date, the employee shall no longer be considered eligible to assume the vacancy.

**ARTICLE 17 – HOURS OF WORK**

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

**Work Schedule**

The following regulations shall govern the scheduling of hours of employees in the bargaining unit. Except where mutually agreed otherwise between the Employer and the employee, shift schedules shall be arranged so that an employee:

- a) Is not scheduled to work more than seven (7) consecutive days;
- b) All bargaining employees will be scheduled rotating weekends;

NOTE: This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at their own discretion. Each employee must notify the scheduling team and supervisor in writing once they have accepted or exchanged a shift.

- 17.02 a) The normal guaranteed work week for full-time staff is thirty-five (35) hours per week excluding unpaid meal periods. Full-Time staff includes Scheduler, Program Assistants, Intake Workers, Community Outreach Coordinators, full-time Drivers and full-time Personal Support Workers, and Maintenance Operators.
- b) The normal work week for part-time employees is thirty (30) hours per week or more, excluding unpaid meal periods. This shall not constitute a guarantee of hours of work. Part-time employees include Personal Support Workers, Passenger Assistants, Home Support Workers, and Drivers.

- 17.03 **Overtime**

It is recognized that due to the nature of the Employer's operations as a social service agency, overtime work may be required. Any extra shifts, as well as overtime, shall be divided as reasonably possible amongst the employees who are available and qualified to perform the work that is available.

a) Where work in excess of thirty-five (35) hours per week is required and approved by the Supervisor of the employee, the employee shall be compensated at straight pay, except that all work required in excess of forty-four (44) hours per week shall be paid at the rate of time and one-half (1 ½).

**17.04 Breaks**

- a) Where service needs permit, employees shall be permitted a fifteen (15) minute paid rest period for every four (4) hours worked.
- b) Uninterrupted meal periods will be provided except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

**c) Relief Periods**

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

<u>Shift Length</u>	<u>Break</u>
Up to, and including 5.5 hours	1–15-minute paid break
More than 5.5 hours	2 – 15-minute paid breaks

- d) Employees who are required to remain at their work location, or carry emergency contact pagers, or mobile phones, will be paid for all breaks and lunches over their entire shift.

17.05 Employees required to be "on call" by telephone and/or paging device will receive ten dollars (\$10.00) for each twenty-four (24) hour period or less spent on call.

17.06 Community Services - Work Schedules. The parties agree that there is a need to provide client services in the daytime, evenings and on weekends. They further agree that the Employer will provide such services in the following manner:

- a) Employees' community work schedules covering a two (2) week period shall be provided to employees via the Mobile App on a rolling basis, but no less than once every two weeks, and more often whenever needed to inform them of schedule changes or additions. The parties agree and understand that the Employer may change work schedules at any time and will provide the employee with as much notice as is reasonably possible to that effect.
- b) Employees will be assigned to work with their current clients on an ongoing basis:

- i. When a client desires to change the schedule every attempt will be made to reschedule the employee currently serving the client;
    - ii. If the current employee is unavailable or cannot be rescheduled without disrupting service to another client, the qualified most senior employee acceptable to the client and available will be assigned to the client.
  - c) When new/additional work is available, after the schedule is posted, the Employer will assign such work to:
    - i. The qualified most senior employee that is acceptable to the client and available;
    - ii. The qualified most junior employee shall be scheduled to work, if necessary;
  - d) It is understood that, time being of the essence, when work becomes available only one attempt in person or by telephone will be made to contact an employee.
  - e) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of the schedule being issued. Requests for changes must be submitted in writing and co-signed by the employee willing to exchange days in the posted schedule. It is understood that if such changes would result in overtime compensation, they will not be approved. Employees shall not participate in more than one (1) employee-initiated shift exchange per month.
  - f) To facilitate the scheduling process and recognize employees' schedule preferences, employees will complete and submit an 'Availability For Work' form. An employee may submit requests for changes to their availability six (6) months after completing their probationary period. Such requests shall be granted subject to the operational needs of the Employer. Should an employee not be granted requested changes, they may again submit requests after six (6) months have passed since the denial of the initial requests. Such requests will not be unreasonably denied.
  - g) A copy of hours scheduled for each employee will be forwarded to the Union at the time of issue. The total hours worked will be provided to the Union at the end of each month as part of the dues deduction list.
- 17.07 Assisted Living Services - Work Schedules** The parties agree that there is a need to provide client services in the daytime, evenings and weekends. They further agree that the Employer will provide such services in the following manner:
- a) Schedules will be posted every second Wednesday.
  - b) Employees will be assigned to work:
    - i. According to the agreement in their hiring letter; then
    - ii. On a seniority basis, first to the Morning shift;

- iii. Employees may request posting to other than Morning shift and will be accommodated where possible on a seniority basis;
    - iv. The qualified most junior employee shall be scheduled to work, if necessary.
  - c) When new/additional work is available, after the schedule is posted, the Employer will assign such work:
    - i. On a seniority basis;
    - ii. To the qualified most junior employee shall be scheduled to work, if necessary;
  - d) It is understood that, time being of the essence, when work becomes available only one attempt in person or by telephone will be made to contact an employee.
  - e) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes must be submitted in writing and co-signed by the employee willing to exchange days in the posted schedule. It is understood that if such changes would result in overtime compensation, they will not be approved. Employees shall not participate in more than one (1) employee-initiated shift exchange per month.
  - f) A copy of the hours scheduled for each employee will be forwarded to the Union at the time of issue. The total hours worked will be provided to the Union at the end of each month as part of the dues deduction list.
- 17.08 Where a driver's normal work is suspended because of inclement weather, or other reasons beyond the control of the Employer, they may be assigned to any duties that are available for these hours. If no work is found then the driver will suffer no loss.
- 17.09 Servicing Clients: When work suddenly becomes available and needs immediate coverage or scheduling, management may serve such notification to all eligible employees by an electronic message broadcast. Interested employees have sixty (60) minutes to indicate their willingness to work those hours. From that list, management will offer the work to the most senior candidate (using the rotation system) who is capable of performing the work. Otherwise, the work may be given to an outside agency to perform. Management shall keep copies of those lists for up to two weeks during which time an impacted employee may raise any dispute with their Supervisor. The parties also agree that in the cases where management has less than an hour to fill the shift or is trying to fill a shift that has already begun, no notification is broadcast, and management will commence the calling of available employee by seniority.
- 17.10 Part-Time Shift Allotment/Assignment for PSWs: Shifts will be offered to the part-time employees, subject to any relevant conditions outlined above, on a revolving basis. The filling of available shifts will be done on a seniority basis, continuing each time at a point on the list immediately below the last employee who accepted a shift, and thus using the list as a continuous loop. Should the Employer not be able to find a part-time employee to cover the available shift, the Employer may assign the shift to the employee with the least seniority.

Should the Employer not be able to find a part-time employee to cover the shift, it shall offer the available shift to the full-time staff based on seniority with the same revolving loop. Such full-time employees will be compensated in accordance with the Employment Standards Act and 17.03(a) for such work.

**17.11 Personal Support Workers:**

- a) Employees in Community and Assisted Living will be considered as one unit with two departments (for administrative purposes);
- b) Employees assigned to work in each department will report to the Supervisor/Management of that department;
- c) Work scheduling will respect the requirements of Funders and Community Partners (i.e. OHT) and continue the desired practice of matching PSW's to the same clients, and recognizing client choices, wherever possible, within the seniority concept;
- d) Work will be assigned in seniority order, with the 'goal' of providing more senior employees a full complement of hours in the 'normal' schedule [i.e. thirty-five (35) or forty (40) hours per week];
- e) In order to accomplish condition d) above, some employees will be scheduled to work in either or both departments;
- f) As the work is assigned, the less senior employees may receive less than their 'normal' complement of hours [i.e. less than thirty-five (35) or forty (40) hours per week];
- g) Junior employees will be assigned work in any department, in compliance with their availability in any quantum of hours, on any days of the week, and must accept such assignments;
- h) Work schedules will be provided to the Union at the time of issue;
- i) Hours worked will be provided to the Union, along with the dues deduction list on a monthly basis; and
- j) Wherever possible, hours will be structured so that current full-time complement shall be maintained.

**17.12** As of September 1, 2025, unless mutually agreed upon by the employee and the Employer, administrative positions such as Schedulers and Intake Workers, shall have a hybrid work schedule whereby they will have the option of working from home a minimum of one day a week. The date the employee works from home will be agreed to by the Employer. The Employer has the right to monitor or make changes to this at their own discretion.

**ARTICLE 18 – HOLIDAYS**

**18.01** An employee shall be entitled to the following holidays with pay subject to the other provisions of this Article:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	Civic Holiday
Labour Day	Thanksgiving	Christmas Day
Boxing Day		

One (1) float day, which can only be taken after an employee's probationary period is successfully completed (float days may not be scheduled between December 15 and December 31).

18.02 In order to qualify for holiday pay, the employee must:

- a) have worked their full scheduled hours of work on their workday immediately preceding and immediately following the holiday unless excused by the Employer in writing or unless absent due to medical reasons.

18.03 An employee who is required to work on any of the holidays listed in Article 18.01 shall be paid as follows:

- a) Full-Time Employee

Provided an employee meets the eligibility requirements set out under Article 18.02 above, an employee who works a Public Holiday shall be paid their regular X hours' pay plus one and one-half times (1.5) the employee's regular hourly rate for each hour worked on the Public Holiday.

- b) Part-Time Employee

Provided an employee meets the eligibility requirements set out under Article 18.02 above, an employee who works a Public Holiday shall be paid one and one-half times (1.5) the employee's hourly wage for each hour worked on the holiday, in addition to a calculated Public Holiday pay based on all hours worked, averaged per day, in the four weeks preceding the holiday.

- c) Christmas and New Years Operations

Employees not on vacation, may be required to work either Christmas or New Years unless they volunteer to work both. Employees will be required to inform the Employer which holiday they wish to work by November 1st. Should an employee not advise the Employer by November 1st, they may be required to work both Holidays.

18.04 Where a designated holiday falls during an employee's vacation, the employee shall receive the holiday pay provided for herein, if eligible, and will receive another day off without pay as a designated holiday. When a public holiday falls on a day that is not ordinarily a working day for an employee, or during the employee's vacation, the employee is entitled to either:

- a) A substitute holiday off with public holiday pay; or

- b) Public holiday pay for the public holiday, if the employee agrees to this electronically or in writing (in this case, the employee will not be given a substitute day off).

## **ARTICLE 19 – VACATIONS**

- 19.01 All allotted vacation time must be taken during the vacation year of entitlement. Pay in lieu of vacation is not allowed except where an employee has given up part of his/her scheduled vacation at Management's request. In any event an employee shall take his/her vacation in accordance with the Employment Standards Act. Employees may forfeit their vacation time off where it is above the minimum time off requirement in accordance with the ESA for their respective years of service.
- 19.02 Vacations shall be scheduled by the Employer. Employees entitled to more than two (2) weeks' vacation shall not be entitled to take more than two (2) weeks at any one (1) time without the permission of the Employer. Such permission will not be unreasonably withheld. Employees will be allowed to take vacation in shorter periods if requested.
- 19.03 For the vacation period commencing April 1, 2025, and ending March 31, 2026, an employee must give a minimum of eight (8) weeks' notice prior to their desired vacation period. Where an employee requests a specific vacation, the Employer shall confirm or deny, in writing, such request within two (2) weeks of receipt of the same. Where, in scheduling vacations in accordance with the foregoing, conflicts arise as to choice of vacation time, length of service is the final determination of a vacation schedule. Employees are not required to take vacations in blocks.
- 19.04 For the vacation period April 1, 2026, to September 30, 2026, and thereafter, Article 19.03 will no longer apply. All vacation requests must be submitted by January 2 of each year commencing with the January 2, 2026, date for vacation taken between April 1, 2026, and September 30, 2026. All vacation requests must be submitted by June 1 of each year for vacation taken between October 1 to March 31 commencing with the June 1, 2026, date for vacation taken between October 1, 2026, and March 31, 2027. The Employer shall confirm or deny, in writing, such request within four (4) weeks of the deadline to submit the request. Vacation requests in this paragraph will not be considered prior to the deadlines for submission as set out in this paragraph. Subject to the foregoing, if two (2) or more Employees from the same classification request the same time for vacation, preference will be given to the Employee with the greatest seniority on a rolling basis. Vacation requests outside of the above request periods may be considered but are not guaranteed.
- 19.05 For the purposes of this Agreement, "regular earnings" does not include vacation pay. It is understood that vacation entitlements are based on the fiscal year and that the Float Day is based on the fiscal year. Vacation entitlements as described are for full-time workers and specified amounts are pro-rated for those working fewer than regular hours.
- 19.06 Full-Time and Part-Time Employees  
  
Full-Time and Part-Time employees will receive vacation in accordance with the following provisions and subject to 19.05:

- a) An employee having less than one (1) year of continuous service will be entitled to receive a vacation of 0.833 of a day for each full month of service up to a maximum of ten (10) days. Vacation pay will be calculated at four percent (4%) of the employee's regular earnings.
- b) An employee having one (1) year or more of continuous service but less than two (2) years of continuous service will be entitled to receive ten (10) days of vacation to be taken during the second year of their employment. Vacation pay will be calculated at four percent (4%) of the employee's regular earnings.
- c) An employee having two (2) years or more of continuous service but less than ten (10) years of continuous service will be entitled to receive fifteen (15) days of vacation to be taken during each of those years of employment. Vacation pay will be calculated at six percent (6%) of the employee's regular earnings.
- d) An employee having ten (10) years or more of continuous service but less than twenty (20) years of continuous service will be entitled to receive twenty (20) days of vacation to be taken during each of those vacation years. Vacation pay will be calculated at eight percent (8%) of the employee's regular earnings.
- e) An employee having twenty (20) years or more of continuous service will be entitled to receive twenty-five (25) days of vacation to be taken during each vacation year. Vacation pay will be calculated at ten percent (10%) of the employee's regular earnings.
- f) An employee having thirty (30) years or more of continuous service will be entitled to receive thirty (30) days of vacation to be taken during each vacation year. Vacation pay will be calculated at twelve (12%) of the employee's regular earnings.

19.07 Vacation pay will be paid in accordance with the Letter of Understanding titled – Vacation Pay.

19.08 Holiday Season Vacation For the purpose of this article Holiday Season Vacation means vacation taken from December 20th to January 5th and entitlement shall be as follows:

- a) Entitlement shall be rotated on a seniority basis commencing with the most senior employee;
- b) The employee shall be entitled to schedule up to two (2) weeks Holiday Season Vacation time;
- c) Once a full rotation has been completed and all employees have had the opportunity to schedule Holiday Season Vacation the rotation will start again with the most senior employee; and
- d) Should an employee choose not to take their Holiday Season Vacation they shall have forfeited their right to do so until the opportunity arises in the next rotation.

#### 19.09 Vacation Carry Over

Employees shall be able to carry forward 5 vacation days into the next vacation allotment. Approval must be provided by the Director or Supervisor and will not unreasonably be denied.

### **ARTICLE 20 – LEAVES OF ABSENCE**

20.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Employer in writing where such leave is not covered by any other provision of this Collective Agreement. All requests for leave of absence shall be made to the Supervisor of the Employee in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering a specific period of time, and may only be extended in writing at the discretion of the Employer. Extension to leaves will be at the discretion of the Employer. Any leave not approved will be considered abandonment of their position with the Employer. The granting or withholding of a leave of absence shall be in the sole discretion of the Employer and shall be without pay or any other form of compensation. The employee shall not work with any other Employer or in any other position during such leave of absence unless agreed to by the Employer in writing.

#### 20.02 **Pregnancy and Parental Leave**

- a) Pregnancy, parental and adoption leave shall be in accordance with the Employment Standards Act of Ontario.
- b) Such leave shall not exceed the period allowed under the Employment Insurance Act.
- c) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter.
- d) Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.
- e) The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence.
- f) Unless mutually agreed upon, the employee shall give at least four (4) week's notice of their intention to return to work.
- g) The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) week's notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

#### 20.03 Leave to Work Full-Time for the Union

An Employee who applies for a leave of absence to work full-time for the Canadian Union of Public Employees or its Ontario Division shall be granted leave of absence without pay and with continued accumulation of seniority, sick days, pension contributions and any other benefit (excluding Long Term Disability) normally received by an employee for a period of up to two (2) years.

An Employee who is on the abovementioned leave shall continue to receive a defined amount of salary from the Employer and the Union shall reimburse the Employer for such salary, group benefits, pension and any other costs related to the abovementioned.

It is understood that the Employer shall have no liability with regard to Workers Safety and Insurance Board claims or Long Term Disability.

20.04 Leave for Union Business At the request of the Union, the Employer may grant time off without pay to no more than three (3) members of the Union at one time. The Union shall make the request for the leave of absence at least ten (10) days prior to the commencement of such leave and will be subject to the approval of the Employer and such approval shall not be unreasonably denied. An Employee, who is on the abovementioned leave, shall continue to receive payment from the Employer and the Union shall reimburse the Employer for such costs, to cover both wages and benefits.

20.05 **Educational Leave**

- a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall reimburse the employee as per the Organization's Benefits and Pension Policy.
- c) The Employer will consider all requests for unpaid leaves of absence to upgrade employment qualifications, provided that they receive at least four (4) weeks notice in writing. Requests will not be unreasonably denied.
- d) Applicants, when applying, must indicate the date of departure and specific date of return. The Employer will consider all requests for unpaid leaves of absence to upgrade employment qualifications, provided that they receive at least four (4) weeks notice in writing. Requests will not be unreasonably denied.

20.06 **Family Caregiver Leave**

- a) Family caregiver leave will be granted to an employee in accordance with the Employment Standards Act, as amended from time to time. (Currently up to twenty-eight (28) weeks within a fifty-two (52) week period.)
- b) The Employer will continue to pay their respective shares of the benefits premiums during the leave up to a maximum of 18 months.
- c) An employee who is on Family caregiver leave shall continue to accumulate seniority and service.

- d) Subject to any changes to the employee's status which would have occurred had they not been on family caregiver leave, the employee shall be reinstated to their former position.

#### **20.07 Critical Care Leave (New)**

- a) Critical care leave will be granted to an employee in accordance with the Employment Standards Act, as amended from time to time. (Currently up to eight (8) weeks within a fifty-two (52) week period).
- b) The Employer will continue to pay their respective shares of the benefits premiums during the leave up to a maximum of 18 months.
- c) An employee who is on critical care leave shall continue to accumulate seniority and service.
- d) Subject to any changes to the employee's status which would have occurred had they not been on critical care leave, the employee shall be reinstated to their former position.

#### **ARTICLE 21 – NOTICE OF ABSENCE**

- 21.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the appropriate Supervisor in accordance with the Letter of Understanding titled Notice of Absence.

#### **ARTICLE 22 – HEALTH AND SAFETY**

- 22.01 The Employer and the Union recognize the need for a safe working environment in accordance with the provisions of the Occupational Health and Safety Act of Ontario.
- 22.02 A Health and Safety Committee shall be established that is comprised of an equal number of Union and Employer Representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings on a regular basis for the purpose of jointly considering, reviewing and recommending improvements to the Health and Safety practices, inspecting the workplaces and reviewing injury information. Minutes shall be taken at all meetings and copies shall be sent to the Union and Employer members.
- 22.02 The Employer and the Union agree that, the Health and Safety Committee shall develop appropriate policies and procedures to deal with violence in the workplace.
- 22.03 The Employer and the Union agree that, the Health and Safety Committee shall develop appropriate policies and procedures to deal with violence in the workplace.
- 22.04 The parties shall recognize a joint re-employment committee for the purpose of reintegrating a disabled employee into the workforce. Representation shall be one (1) person from each party. Such a committee shall meet as required without loss of pay,

benefits or seniority. The definition of disability shall be as defined in the Ontario Human Rights Code.

22.05 If required by legislation or regulation, Employees are responsible for providing the Employer with an annual police check and/or a driver abstract.

### **ARTICLE 23 – JURY DUTY**

23.01 Employees will be granted a leave of absence when required to attend for jury duty.

23.02 A full-time employee called for jury duty shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury duty fee received, provided the employee furnishes the Employer with a certificate of service signed by the clerk of the court showing the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such jury duty starts or finishes. All employees shall call his/her Supervisor or designate to ascertain whether it is necessary to report for work.

23.03 Part-Time employees will be granted normal hours of pay for jury duty.

### **ARTICLE 24 – BEREAVEMENT LEAVE**

24.01 All employees who have completed their probationary period will be granted up to five (5) days off with pay at their regular rate for bereavement including for the purpose of arranging and attending the funeral, at the time of death of their mother, father, spouse, brother, sister, son or daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law provided the employee is not receiving pay for such day or days under any other provision of the Agreement and that the pay for such day or days of absence is limited to the day or days actually missed from work as per the employee's scheduled working days. If more than one day is taken for the same bereavement event, such days shall be taken consecutively. The Director of Human Resources or Designate, at his/her sole discretion, may grant additional days off, without pay, when requested. Bereavement leave will be provided per incident as required. The Employer may request documentation to substantiate each leave.

### **ARTICLE 25 – PERSONAL EMERGENCY LEAVE (PEL)**

25.01 All employees are entitled to Personal Emergency Leave Days or Time which shall be pro-rated for hours worked in the case of part-time employees. [PEL accounts for part-time employees are charged in accordance with the hours they were scheduled to work during the PEL time off.]

25.02 PEL (Personal Emergency Leave) Days or Time may be taken for illness, injury or medical emergencies or urgent matters related to the employee or their family. Should more than three (3) consecutive days of PEL leave be utilized, the Employer may request substantiation regarding prognosis from a licenced medical practitioner.

Two (2) paid PEL days (or 11 hours for part-time staff) will be available after completion of one (1) week of employment, the remaining eight (8) PEL days (or 44 hours for part-time staff) will be available after completion of the probationary period.

These PEL days or time will be replenished on April 1st of each year and there is no rollover of unused days or time. The purpose of these days or time is to broaden the terms under which employees may have time off for emergency leave situations.

The PEL days or time is a negotiated benefit under this collective agreement regardless of any legislative changes to the Employment Standards Act, 2000.

- 25.03 If an employee falls sick during his/her vacation and by their own volition such employee provides management with an official medical note from a licensed medical practitioner as proof of such illness and its duration, PEL days or time may be used for the dates covered by the medical note.
- 25.04 Payment for Paid PEL days or time shall be based on the number of scheduled hours lost.
- 25.05 PEL days run on a fiscal year.
- 25.06 PEL days will not be used to extend vacations. PEL days utilized either before or after vacation may require substantiation at the discretion of the Employer. PEL days do not replace unapproved vacation.
- 25.07 Should the Employer recognize a pattern of usage of PEL days, at the Employers discretion, medical substantiation may be requested.

## **ARTICLE 26 – DUTY TO ACCOMMODATE/RETURN TO WORK**

- 26.01 The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.
- 26.02 It is the responsibility of persons with disabilities to:
- Inform the Employer of their needs;
  - Cooperate in obtaining necessary information including medical and other expert opinions, and all requested documentation;
  - Participate in discussions about solutions; and
  - Work with the Employer and the Union on an ongoing basis to manage the accommodation process.
- 26.03 The Union must:
- Take an active role as a partner in the accommodation process;
  - Share joint responsibility with the Employer to promote accommodation; and

- Support accommodation measures regardless of the collective agreement.

26.04 The Employer is required to:

- Accept accommodation requests in good faith;
- Request relevant prognosis only information that is required to make the accommodation;
- Obtain expert advice or opinion where necessary;
- Take an active role in ensuring that all possible solutions are examined;
- Maintain the confidentiality of persons with disabilities; and
- Deal with accommodation requests in a timely way, and to bear the cost of any required medical information or documentation after the probationary period has been completed.

26.05 The Parties agree to adhere to ensure fair, consistent and equitable treatment of all employees requiring assistance when returning to work from an injury or illness. All processes in relation to Return to Work or Work Accommodation will adhere to the terms of the Collective Agreement as well as all applicable statutes, regulations or guidelines, which includes, but may not be limited to the following:

- (1) Personal Health Information Protection Act. (PHIPA);
- (2) Municipal Freedom of Information Protection Act. (MFIPA);
- (3) Personal Information Protection and Electronic Documents Act (PIPEDA)
- (4) Workplace Safety and Insurance Act. (WSIA);
- (5) Occupational Health and Safety Act. (OHSA);
- (6) Ontario Human Rights Code.

In the event there is a conflict between a provision of the collective agreement and an applicable statute or regulation, the legislation shall prevail.

## **ARTICLE 27 – EXPENSE REIMBURSEMENT**

27.01 The Employer agrees to pay office employees a mileage allowance where an employee has been authorized by the Employer to use their own vehicle for Employer business. The Employer uses the CRA mileage rates as a guideline when calculation mileage rates.

27.02 The Employer agrees to reimburse office employees for reasonable parking expenses that are incurred while the employee is on Employer business, in order to qualify to be reimbursed, employees must submit receipts for all parking charges.

27.03 Personal Support Workers who work eighty (80) hours or more in a month and who are required to utilize public transportation for Employer business will be reimbursed for the

full amount of a of a monthly bus pass. Personal Support Workers who work less than eighty (80) hours in a month will receive the public transportation allowance on a pro rata basis. (For example: A Personal Support Worker who worked forty (40) hours in a month would receive one half of the amount of the pass.) The transportation allowance will be added to the paycheck on the end of each month and be indicated on the Statement of Earnings and Deductions as a non-taxable amount, effective at the first of the month, following ratification.

27.04 Personal Support Workers will be paid one half (.5) hours for travel time to service a one (1) hour client visit on weekends when they are only servicing one (1) client per day.

## **ARTICLE 28 – NOTICE OF CHANGE**

28.01 The Employer agrees to give as much notice as possible to the Union prior to any restructuring and to provide the following information:

- a) the nature/reason of the change(s);
- b) the date(s) of the change(s);
- c) the approximate number, type and location of employees likely to be affected by the change(s); and
- d) the effect the change(s) may be expected to have on employees' working conditions and terms of employment.

28.02 Where the Employer amends an existing classification or creates a new classification not excluded by article 2.01, the Employer will meet with the Union Management Committee and advise them of the pay rate that has been established for the new classification. If the Union is not in agreement with the pay rate and cannot resolve the difference with the Employer then the matter shall be treated as a policy grievance under Article 12. Pending resolution of such grievance the employee who has successfully bid for, or has been assigned or hired into the classification in dispute, shall fully perform the work to the standard required by the Employer. Where resolution of the dispute establishes a new rate for the classification the new rate shall be paid retroactive to the date the incumbent first started work in the new classification.

28.03 Labor Adjustment Committee

- a) With respect to the development of any re-structuring plan, which may affect the bargaining unit, the Union will be notified and shall be involved throughout the process.
- b) A Labor Adjustment Committee shall be established for the bargaining unit, which shall meet during the term of this agreement as mutually agreed by the parties. It shall be the function of the Labour.

Adjustment Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- i. identifying and proposing possible alternatives to any action that the Employer may propose taking;

- ii. identifying and seeking ways to address the retraining needs of employees;
  - iii. identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
- c) **Composition and Meetings** - The Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives from the Union Committee.

It is understood that employee time spent at meetings with the Employer in pursuance of the above, shall be deemed to be work time for which the employee shall be paid by the Employer at their regular rate as may be applicable.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

- d) **Disclosure** - The Employer shall provide the Committee with pertinent staffing information and with a copy of any reorganization plans which impact on the bargaining unit.
- e) **Accountability** - the Committee shall submit its recommendations to the CEO of the Agency. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. (0 Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will be subject to ratification by both parties.

## **ARTICLE 29 – WAGES**

29.01 The Company agrees to pay the wages set out in Appendices "A" attached hereto and forming part of this Agreement. Employees are paid on a bi-weekly basis (26 pays annually).

29.02 The Employer will provide hourly rate, worked hours, sick time and statutory holiday information on an employee's pay stub.

## **ARTICLE 30 – BENEFITS**

30.01 a) Full-Time employees shall not be eligible for benefit coverage until they have successfully completed their probationary period in accordance with 14.02.

b) Part-Time employees shall not be eligible for benefit coverage until they have completed one (1) year of continuous employment. Part-time employees must work and maintain a minimum of thirty (30) hours per week for three (3) months to remain enrolled in the benefits plan. The Employer may waive this requirement under exceptional circumstances at their sole discretion.

- 30.02 Notwithstanding anything to the contrary contained in this Agreement, or in the Group Insurance Plan, with regard to the coverage provided, such benefits and plans are qualified in their entirety by reference to the underlying policies or contracts of insurance. The term of any contract of insurance issued in respect thereof by an insurance agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder (subject only to Article 29.01) and in all matters pertaining to the existence and extent of benefits and conditions. The decision of the insurer will be final and binding upon the parties hereto and upon any employee affected thereby. Copies of policies and contracts for insurance referred to herein will be given to the Union.
- 30.03 The Employer's obligation hereunder is to pay on behalf of employees who qualify, one hundred percent (100%) of the premium cost of the existing benefit coverage. The current twenty-five dollar (\$25.00) yearly deductible shall remain in effect but there will be no other co-insurance provisions during the term of this Agreement.
- 30.04 Where supplied by the insurer, a booklet listing existing Group Insurance Plan benefits will be provided to each employee who is qualified for coverage.
- 30.05 Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits.
- 30.06 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain materially the same. Before making such substitution, the Employer shall notify the Union.
- 30.07 All employees will receive a basic Employee Assistance Plan.
- 30.08 The benefit plan will provide vision coverage to a maximum of three hundred dollars (\$300) per employee and dependent(s) in any twenty-four (24) consecutive months towards the purchase of prescribed contact lenses/eyeglasses or eye exams for employees and their dependent(s) (\$300 per individual).
- 30.09 Full-time employees who continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as full-time active employees under the age of 65 except as modified below:
- a) Life Insurance as per Employer's Insurance Policy
  - b) Extended Health as per Employer's Insurance Policy
  - c) Extended Health as per Employer's Insurance Policy
  - d) Dental Care as per the Employer's Insurance Policy
  - e) Hearing as per the Employer's Insurance Policy

## **ARTICLE 31- PENSION**

- 31.02 The Pension provider is the Multi Sector Pension Plan (MSPP), hereinafter referred to as the Plan.

- 31.03 The Employer will contribute three and one half percent (3.5%) of all Employer paid hours.
- 31.04 Employees will contribute a minimum of one percent (1%) of normal earnings to the Plan and up to a maximum of four percent (4%). The Employer will contribute one-quarter percent (0.25%) for each one percent (1%) contributed by the Employee.
- 31.05 The Employer and the Union agree to adhere by the rules and provisions of the Pension Plan negotiated between the parties. Further details are provided in the attached MofA entitled Pension Plan.
- 31.06 This plan shall be as further described in the Participation Agreement and Memorandum of Agreement attached to this agreement.

**ARTICLE 32 – COPIES OF AGREEMENT**

- 32.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Union and the Employer shall share equally the cost of the printing of the Collective Agreement within thirty (30) days of signing.

**ARTICLE 33- WAIVER**

- 33.01 This Agreement constitutes the entire Collective Agreement between the parties and concludes collective bargaining for its term and can only be amended or supplemented by mutual agreement of both parties.

**ARTICLE 34 – DURATION**

- 34.01 This Agreement shall become effective as of April 1, 2025, and shall remain in full force and effect until March 31, 2027, and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other party in writing as provided for in Article 34.02 hereof of its desire to negotiate amendments to this Agreement.
- 34.02 This Agreement shall become effective as of April 1, 2025, and shall remain in full force and effect until March 31, 2027, and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other party in writing as provided for in Article 34.02 hereof of its desire to negotiate amendments to this Agreement.

Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.

FOR THE EMPLOYER:

*[Handwritten Signature]*

James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

FOR THE UNION:

*[Handwritten Signature]*  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

*[Handwritten Signature]*  
Sareda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

*[Handwritten Signature]*  
Diana Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**APPENDIX "A" – BARGAINING UNIT EMPLOYEE WAGE GRID**

Collective Agreement: Covering Period - April 1, 2025 to March 31, 2027						
FY Start Date:	01-Apr-25			01-Apr-26		
Increase	3.50%			3.50%		
Position	Hire Rate (90% of Job Rate)	3-Mo Rate (95% of Job Rate)	1 Year Job Rate	Hire Rate (90% of Job Rate)	3-Mo Rate (95% of Job Rate)	1 Year Job Rate
Class G Driver	\$20.14	\$21.26	\$22.38	\$20.85	\$22.01	\$23.17
Class B Driver	\$20.39	\$21.52	\$22.66	\$21.10	\$22.28	\$23.45
Passenger Assistant	\$17.20	\$17.62	\$18.54	\$17.27	\$18.23	\$19.19
Community Outreach Coord.	\$22.65	\$23.91	\$25.17	\$23.44	\$24.75	\$26.05
Maintenance Operator	\$23.02	\$24.30	\$25.58	\$23.83	\$25.15	\$26.48
Program Assistant	\$22.12	\$23.35	\$24.58	\$22.90	\$24.17	\$25.44
Schedulers	\$23.26	\$24.55	\$25.84	\$24.07	\$25.41	\$26.75
Congreg. Dining Coord.	\$21.03	\$22.19	\$23.36	\$21.76	\$22.97	\$24.18
Client Services Intake	\$19.81	\$20.91	\$22.01	\$20.50	\$21.64	\$22.78
Home Support Worker	\$17.20	\$17.62	\$18.54	\$17.27	\$18.23	\$19.19
Position	Flat Hire Rate		Job Rate Maximum	Flat Hire Rate		Job Rate Maximum
Personal Support Worker *	\$18.64	N/A	\$22.95	\$19.29	N/A	\$23.75

**Appendix "A" BARGAINING UNIT EMPLOYEE WAGE GRID**

\*This position starts at hire rate and gets \$0.50 per hour increase on each anniversary from hire until they reach the Job Rate

**APPENDIX "B" – AVAILABILITY FOR WORK FORM**



Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Languages Spoken: \_\_\_\_\_

Do you drive? Yes / No: \_\_\_\_\_ Do you have daily access to a car? Yes / No \_\_\_\_\_

Allergies, accompanied by a Medical Note, should be identified: \_\_\_\_\_

I am available to work at times set out below:

Monday Hours:	Tuesday Hours:
Wednesday Hours:	Thursday Hours:
Friday Hours:	Saturday Hours:
Sunday Hours:	

I am available to work within the following location parameters:

Brampton	Mississauga
Etobicoke	West Woodbridge
Malton	Bolton

Are there any specific sites you would prefer to be scheduled or not to be scheduled?

CANES PSW staff is required to work every other weekend or one weekend day each week. Please circle which option you prefer:

Bi-weekly (Saturday and Sunday)      Every Saturday      Every Sunday

By signing below, I hereby agree to adhere to my stated availability and further understand that this does not constitute a guarantee of work by CANES Community Care. I also understand as per Article 17.06(f) of the Collective Agreement, that I may submit requests for changes to my availability six (6) months after completing my probationary period. Such requests shall be granted subject to the operational needs of the Employer. Should I not be granted requested changes, I may again submit requests after six (6) months have passed since the last denial of my earlier requests. Such requests will not be unreasonably denied.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**LOU NO. 1 - LETTER OF AGREEMENT – PERSONAL SUPPORT WORKER**

**Scheduling of Hours**

**Grandparenting List of Employees**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and –**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: PERSONAL SUPPORT WORKER - Scheduling of Hours**

1. The parties agree that the following long-term employees who are Assisted Living PSWs and who now work Monday to Friday, and who remain in the same job, will be grandfathered so that they will be able to do so:
  - Eshrani (Sandy) Simmons
  - Onaiwu (Edna) Evbuomwan
  
2. The parties agree that the current top ten (10) seniority employees who are Assisted Living PSWs and want to work full-time hours, and who remain in the same job, will be grandfathered so that they will be able to do so:
  - two (2) employees identified in 1, plus:
  - Margarita Sanchez-Molina
  - Nayan-Tara Tulshiram
  - Felicia Manu
  - Carol Ramlal
  - Raquel Bibby
  - Amelia-Caroline Juarez-Dorantes
  - Claudia Cardinez-Webb
  - Doris Agyena-Karikari
  
3. Those moving from the list in item 2 above into the list in item 1 above in order to work Monday to Friday must agree to the location and specified shift of the person in the list in item 1 above that they are replacing, regardless of what seniority that employee had, but shall keep their placement in the seniority list.

4. The parties agree that the overall list is reduced in number as people retire or leave the organization and is eventually eliminated.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


FOR THE EMPLOYER:




James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

FOR THE UNION:

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Egbuomwan  
Edna Egbuomwan (Nov 25, 2025 20:11:14 EST)

  
Diana Bini Irago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 2 – LETTER OF AGREEMENT – LIEU TIME**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: LIEU TIME**

The parties agree that Lieu Time will be eliminated as follows:

“All overtime worked will be paid out and there shall be no banking of lieu time hours.

“When it is necessary for a full-time employee to work a Public Holiday (as per article 18.01), he/she shall be paid in accordance with article 18.03 with the provision that lieu time may be arranged to be taken within eight (8) weeks of it being earned. This provision ends on March 31, 2020, after which no lieu time will be provided for.

“The parties further agree that effective immediately, for employees hired after September 19, 2018, there will be no lieu time provided for any reason.”


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


FOR THE EMPLOYER:

FOR THE UNION:




James Meloche  
James Meloche (Dec 1, 2025 15:57:23 EST)

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Dimplea Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 3 – MEMORANDUM OF AGREEMENT**

**Drivers and Evening Client Services Intake Staff**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

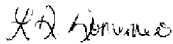
---

**RE: DRIVERS AND EVENING CLIENT SERVICES INTAKE STAFF**

The parties agree that Drivers and Evening Client Services Intake Staff could be scheduled to work in excess of eight (8) hours a shift as part of their regular weekly hours.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


**FOR THE EMPLOYER:**




James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

**FOR THE UNION:**

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Egbuomwan  
Edna Egbuomwan (Nov 25, 2025 20:11:14 EST)

  
Diana Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 4 – MEMORANDUM OF AGREEMENT – PENSION PLAN**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: PENSION PLAN**

In this Agreement, the terms used shall have the meanings as described: “Plan” means a retirement vehicle as determined by the Union.

1. “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;
  - ii. holiday pay, for the hours not worked; and
  - iii. vacation pay

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

“Eligible Employee” means full time and part-time employees in the bargaining unit who have completed five hundred (500) hours of service.

2. Each Eligible Employee covered by this collective agreement shall contribute, for each pay period, an amount equal to a minimum of one percent (1%) to a maximum of 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 three and a half percent (3.5%) and an additional quarter percent (0.25%) for each one percent (1%) contributed by the employee of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
4. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Agreement, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to find any deficit in the Plan but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O., 1990, Ch. P-8, as amended, and the Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

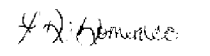
For further specificity, the items required for each Eligible Employee by Clause 5 of the agreement include:


- i. To be provided once only at plan commencement:
    - 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 initially and as status changes:
    - Full address
    - Termination Date where applicable (MM/DD/YY)
    - Martial Status
6. In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.

FOR THE EMPLOYER:

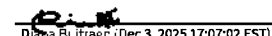
FOR THE UNION:

  
James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Dina Buifrag (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 5 – LETTER OF UNDERSTANDING – NOTICE OF ABSENCE**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

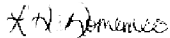
**RE: NOTICE OF ABSENCE**

The parties agree to the following with respect to the required giving of Notice of Absence by an employee:

1. In the case of being unable to attend work scheduled to begin prior to 6:59 a.m., the notice of absence call is to be made up to midnight of the previous day.
2. In the case of being unable to attend work scheduled to begin between 7 a.m. and 11:30 a.m., the notice of absence call is to be made between 5 a.m. and 5:30 a.m. of the same day, or up to midnight of the previous day. No calls can be made after 12 midnight of the night before and 5 a.m. of the day of the scheduled work.
3. In the case of being unable to attend work scheduled to begin between 11:31 a.m. and 12 a.m., the notice of absence call is to be made no later than six (6) hours prior to the scheduled start time of work, but not between 12 midnight of the night before and 5 a.m. of the same day. Alternatively, the call may be made up to midnight of the previous day.
4. Where the employee fails to give the required notice, personal emergency leave (PEL) will be counted for purposes of the ESA, but will not be paid, unless it is the first or second day of personal emergency usage in the calendar year.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


**FOR THE EMPLOYER:**




James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

**FOR THE UNION:**

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saleda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Shannon Thomson (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 6 – LETTER OF UNDERSTANDING – VACATION PAY**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: VACATION PAY – PART-TIME EMPLOYEES**

The parties agree to the following with respect to the payout of Vacation Pay Balance in an hourly employee’s Vacation Pay Accrual Bank as follows:

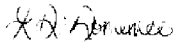
Effective April 1, 2025, vacation pay will be paid out every three months on a quarterly basis based on the vacation pay balance accrued at that time. The payouts will be made in accordance with the payroll schedule. This will be in addition to actual wages earned when working in those pay periods. Unless the scheduled vacation time off corresponds to the quarterly payments, no vacation pay will be paid to employees when actual vacation days are taken.

Where administratively feasible and compliant with CRA payroll standards, the employer will make reasonable efforts to issue separate pay stubs for vacation, retroactive pay, or bonuses, as determined by the employer.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


**FOR THE EMPLOYER:**

**FOR THE UNION:**




James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Dina Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**MEMORANDUM OF AGREEMENT**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: DENTAL BENEFITS**

WHEREAS the Employer currently provides group benefits in accordance with Article 21 of the Collective Agreement between the Parties which expires on March 31, 2027, (the “Collective Agreement”);

AND WHEREAS the Employer currently provides long-term disability (“LTD”) benefits as part of the group benefits offered to employees.

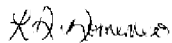
AND WHEREAS the Employer currently does not offer dental benefits as part of the group benefits offered to employees.

NOW THEREFORE, the Parties agree to the following:

1. Effective December 31, 2021, the Employer shall offer dental benefits to employees. The dental benefits offered to employees will be as outlined in amended Group Insurance Plan, a copy of which will be provided to the employees once prepared by the insurer.
2. Effective December 31, 2021, the Employer’s LTD benefits coverage shall be modified to cease upon the employee’s sixty-fifth (65th) birthday. Employees will be provided with an amended Group Insurance Plan outlining this change once prepared by the insurer.
3. All other terms and conditions outlined in Article 21 shall remain in effect.
4. This Memorandum of Agreement shall continue in force notwithstanding the expiry of the Collective Agreement, until otherwise agreed to by the Parties.

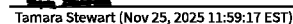
Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.

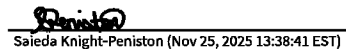
FOR THE EMPLOYER:



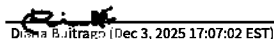
James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

FOR THE UNION:

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Egbuomwan  
Edna Egbuomwan (Nov 25, 2025 20:11:14 EST)

  
Dina B. Ittrags (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO.7 – LETTER OF UNDERSTANDING**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR THE FUTURE GENERATIONS ACT, 2019, (BILL 124)**

WHEREAS the Parties ratified and implemented the terms of a collective agreement covering the period April 1, 2022 to March 31, 2025;

And WHEREAS the settlement of this collective agreement included the following:

In the event that Protecting a Sustainable Public Sector for Future Generations Act, 2019, (Bill 124) is declared unconstitutional, in whole or in part, or is otherwise repealed, amended or rendered inoperative, the parties agree to return to the bargaining table to renegotiate any compensation issues affected by Bill 124.

And WHEREAS the Parties wish to resolve this matter;

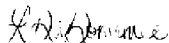
NOW THEREFORE, the Parties agree that the following represents final settlement of all matters relating to the language noted above:

1. Effective and retroactive to April 1, 2023, increase the wage rates in effect by 1.0% for the 2023/2024 fiscal year. Retroactivity will be paid by April 5, 2024.
2. Effective and retroactive to April 1, 2024, increase the wage rates in effect by 1.0% for the 2024/2025 fiscal year. Retroactivity will be paid by May 3, 2024.
3. With respect to retirees and those who have resigned during the moderation period, the Employer shall send a letter to the last known address of employees who had retired or resigned during the moderation period. This letter shall be sent within 30 days of signing. To be eligible for retro payment as contained in this agreement, the retiree or resigned employee must reply in writing within 30 days of the date of the letter being sent.

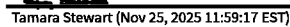
Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.

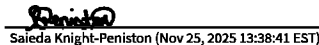
FOR THE EMPLOYER:

FOR THE UNION:

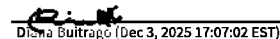


James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Diana Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 8 – LETTER OF UNDERSTANDING – ADDITIONAL FUNDING**

**Between:**

**CANES COMMUNITY CARE (The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

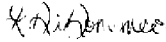
---

**RE: ADDITIONAL FUNDING**

In the event that the Employer receives additional funding from the funder specifically designated for employee wages, such funds shall be allocated to employees in accordance with the percentage breakdown specified in the corresponding funding letter. These funds shall be recognized as part of the employees’ base compensation and applied accordingly.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


FOR THE EMPLOYER:




James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

FOR THE UNION:

  
\_\_\_\_\_  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
\_\_\_\_\_  
Saleda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
\_\_\_\_\_  
Diksha Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU. NO. 9 – LETTER OF UNDERSTANDING – 12200 TAX FORMS**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

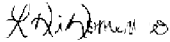
**RE: T2200 TAX FORMS**

Upon the Employees request, on a yearly basis, the Employer will provide to members T2200 Tax forms to be submitted with their taxes.


Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.


FOR THE EMPLOYER:

FOR THE UNION:




James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saleda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Digna Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)

**LOU NO. 10 – LETTER OF UNDERSTANDING – EMERGENCY RESPONSE COMMITTEE**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: EMERGENCY RESPONSE COMMITTEE (ECR)**

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a “designated infectious disease” for the purposes of section 50.1 of the Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the Emergency Management and Civil Protection Act which has not been terminated or disallowed that is:
  - A. in relation to the same disease(s) which is the subject of the designation referred to above; or
  - B. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

- 1) Establish an Emergency Response Committee (ERC) made up of equal representation between Employer and Union. The ERC shall meet within 24 hours of this Letter of Understanding coming into operation and shall continue to meet at minimum twice per week unless the parties agree otherwise.

The Employer and Union Co-Chair of the Joint Health and Safety Committee (JHSC) (or their designate) or Health and Safety Representative (HSR) shall sit on the ERC. Where the Employer is a participant in another similar committee(s) (such as a Federal/Provincial/Municipal committee), the Employer shall advocate for Union representation on such committee(s).

- 2) All relevant information from all sources shall be shared among the members of the ERC.


- 3) The Employer shall ensure that the JHSC or HSR is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the Employer shall:
  - A. provide and maintain workplaces, equipment, processes, and devices that are safe and without risk to health and safety;
  - B. inform its employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;
  - C. inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
  - D. provide the equipment, material and devices necessary to prevent injury or illness, — except where the Collective Agreement provides for employee allowances to cover the cost of personal protective clothing, and ensure that employees use the said equipment, material and devices on the job;
  - E. ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this article, when there are situations liable to endanger the health or safety of employees;
  - F. take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
  - G. consult with the JHSC or HSR on the development and implementation of measures and procedures to be put into effect or the health and safety of the employees;
  - H. review in consultation with the JHSC or HSR, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of employees; and
  - I. prepare a pandemic plan in consultation with the JHSC or HSR. The precautionary principle will be used as the guiding principle in preparing the plan.
- 4) The ERC shall develop an emergency plan which shall include but not be limited to the following items:
  - A. Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
  - B. Redeployment strategies to avoid layoffs;
  - C. Obligations and entitlements of employees when/if working from outside of the office, eg. working from home;

- D. Accommodation required for employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family responsibilities;
  - E. Continuation of all employees' service, seniority, and benefits during the period this Letter of Understanding is in effect;
  - F. Ensuring that at any break in service is deemed to be an authorized leave for the purpose of pension buy back and if the employee elects to purchase their portion, the Employer will match; and
  - G. Vacation scheduling and potential carry-over of vacation entitlements.
- 5) The Employer agrees to apply for any and all government subsidy programs available, including but not limited to a supplemental unemployment benefit (SUB).
  - 6) The Employer agrees that in the event an employee must self isolate or be quarantined, they will have the option to exhaust all PEL entitlements. In the event management so requests, employees must provide management with an official medical note from a licensed medical practitioner in support of self isolating. At the Employer's discretion, the Employer will continue to cover wages and benefits.
  - 7) The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
  - 8) The parties agree that any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
  - 9) The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the Collective Agreement.
  - 10) The parties agree that this Letter of Understanding forms part of the Collective Agreement.

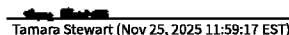
Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.

FOR THE EMPLOYER:

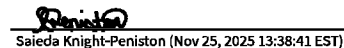
FOR THE UNION:



James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

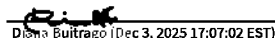


Tamara Stewart (Nov 25, 2025 11:59:17 EST)



Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)



Diana Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:36:09 EST)

**LOU NO. 11 – LETTER OF UNDERSTANDING – DRIVER SPLIT SHIFT**

**Between:**

**CANES COMMUNITY CARE**

**(The “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808**

**(The “Union”)**

**(Collectively the “Parties”)**

---

**RE: DRIVER SPLIT SHIFT**

The Employer and the Union agree that within 60 days of ratification to form a committee to review driver split shift with the view to limit geographical area and / or to limit schedules that contain split shifts.

The committee shall comprise of 4 Union members (at least 1 driver, 1 passenger assistant(P/A) and 1 transportation scheduler) and 4 Employer members. The committee shall meet as required, but no less than once every three months to review schedules.

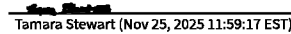
Dated at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of November 2025.

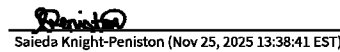
FOR THE EMPLOYER:



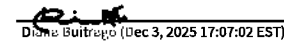
James Meloche  
James Meloche (Dec 1, 2025 16:42:59 EST)

FOR THE UNION:

  
Tamara Stewart (Nov 25, 2025 11:59:17 EST)

  
Saieda Knight-Peniston (Nov 25, 2025 13:38:41 EST)

Edna Evbuomwan  
Edna Evbuomwan (Nov 25, 2025 20:11:14 EST)

  
Diana Buitrago (Dec 3, 2025 17:07:02 EST)

Shannon Thomson  
Shannon Thomson (Dec 9, 2025 11:30:09 EST)