

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**COMMUNITY LIVING MANITOULIN  
(hereinafter referred to as “the Association” or “the  
Employer”)**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2624  
(hereinafter referred to as “the Union”)**

**EXPIRY: 31 March, 2028**

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## **PREAMBLE**

This Agreement is entered into by the Parties in order to provide for orderly collective bargaining relations between the Association and the employees covered by this Agreement. It is the desire of both Parties to co-operate in maintaining a harmonious relationship between the Association and its employees and to settle amicably any difference or grievance which may arise from time to time hereunder in the manner set out below.

## **ARTICLE 1 - RECOGNITION**

1.01 The Association recognizes the Union as the sole and exclusive bargaining agent for all employees of the Community Living Manitoulin, save and except Managers, persons above the rank of managers, office and clerical workers.

1.02

- a) Employees in the bargaining unit shall not be permanently laid off or suffer a reduction in their normal hours of work as a result of contracting out or as a result of persons outside of the bargaining unit regularly performing the normal work of the bargaining unit. The fluctuation in scheduling of part-time or casual employees shall not be considered a layoff covered by this clause. Both parties recognize the importance to the operation of the Association of volunteers and employees excluded because they are paid via government-sponsored grants; and such persons shall not be used to the extent that it leads to the layoff of staff.
- b) Where a parent or a representative of a supported person, or a supported person themselves enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer, the Employer shall only use bargaining unit members to provide such supports or services.

Community Living Manitoulin agrees that it will not allow either employees or contractors of a third party to perform work normally performed by bargaining unit employees.

It is understood that this is not applicable to situations where CLM rents out its facilities during periods of time outside the normal working hours or where CLM must utilize the services of a physiotherapist, DCS, etc.

The use of students, volunteers, or any other persons not in the bargaining unit to perform bargaining unit work is strictly prohibited, unless mutually agreed to in writing by the parties to this collective agreement.

It is agreed that volunteers, including students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis, shall be used only to enrich programs or services, and shall not be used if such use affects the

terms and conditions of employment of a bargaining unit employee, or replaces, or is used in lieu of employing a bargaining unit employee.

The Employer will advise the Union President or designate of the number of all volunteers, the types of services to be performed and the locations.

1.03 Definitions

- a) "Full-time employee" shall be defined as an employee in the bargaining unit is regularly scheduled for the normal hours set out in Article 11.01.
- b)
  - i) A "part-time employee" shall be defined as an employee in the bargaining unit who is regularly scheduled for less than the normal hours set out in Article 11.01, and who has made a written commitment to be available on a predetermined basis, as required and determined by the Association, and in respect of whom there is predetermined scheduling on the posted work schedules.
  - ii) Part-time employees may be assigned to relieve full-time employees and shall be given preference over casual and temporary employees for such assignment. During such assignments, part-time employees shall remain and retain part-time employee status, and accumulate part-time seniority. Upon the completion of the relief assignment, part-time employees shall return to the job they performed prior to the assignment.
  - iii) Where a part-time employee replaces a full-time employee, such part-time employee shall be entitled to accumulate and use sick credits under Article 14.08 (b), Sick Credit Accumulation Bank during the replacement period. Upon completion of the relief assignment, part-time employees will be entitled to carry over the maximum of twenty-nine (29) days to their part-time Sick Leave Credit Bank under Article 14.08 (b).
  - iv) A part-time employee shall not be scheduled more than 32 hours in a given week, with the ability to pickup to a maximum of 37.5 hours where a schedule permits.
  - v) Public Holidays

Where a part-time employee replaces a full-time employee, such part-time employee shall be entitled to the Public Holidays in accordance with Article 12.01.

In the event that the employee is working in a Program that is closed on the Public Holiday, the employee will be given the option of taking the time off or working in another Program area subject to availability of shifts.

- vi) Vacation Pay

Part-time employees on temporary full-time assignments will continue to be entitled to Vacation Pay in accordance with Article 13.02.

vii) Call ins

Part-time employees who meet the qualifications and the normal requirements to perform the duties assigned and having indicated their willingness to be available for call ins and having been properly trained, may be offered shifts at other homes or programs where no other part-time employees who work in the home or in the program are available. It is understood that these part-time employees shall be offered these shifts prior to utilizing casual employees.

Part-time employees on temporary full-time assignments will be considered full-time for the purposes of call ins under Article 11.01 (h).

- c) A "casual employee" shall be defined as an employee in the bargaining unit who is employed on a relief basis and is available for call ins as circumstances demand.

Such employees shall not be scheduled at the time of the posting of schedules, except for occasional shifts (not to exceed four in a four week posting period) scheduled to ensure the casual employee is current with individual needs.

It is understood that part-time employees shall be offered call-in shifts prior to utilizing casual employees.

It is understood that the number of casual employees shall be limited to a maximum of eight (8) employees within the Agency at any one time.

Casual employees will accumulate seniority on the basis of 1950 hours equalling one year of seniority.

Any employee who changes from casual status to part-time status shall have a seniority date established on the basis on 1950 hours equals one year.

It is understood that for the purposes of seniority, casual employees will not accumulate more than 1950 hours worked in a one year period.

Casual employees may apply for positions posted in accordance with Article 9.07 of the Collective Agreement and shall be considered when there are no successful internal full-time or part-time applicants.

- d) An "Orientation employee" shall be defined as an employee who is being considered for employment, and who has been hired for the period of orientation.

During this period:

- i) the employee shall not be entitled to any other provision of this Collective Agreement, except:  
Article 2-No Discrimination  
Article 7-Grievance Procedure  
Article 8-Arbitration

- ii) The Orientation period shall be a minimum of fifty (50) hours. Newly hired employees may require additional training at the discretion of the Manager and/or at the request of the employee. The total orientation period, including additional training, shall not exceed seventy (70) hours.

Upon successful completion of the orientation period, an employee who is hired:

- i) shall be placed in one of the categories in Paras. 1.03 (a), (b), (c); and
- ii) shall commence the probationary period with a credit of time spent in Orientation.

#### 1.04 Temporary Employees

- a) Employees may be hired for a specific term not to exceed one year to replace an employee who will be on an approved leave of absence, absence due to WSIB disability, long term disability, pregnancy/parental leave or to perform a special non-recurring task. Any temporary positions, which the Association knows will last more than six months, must be posted as “open-ended, not to exceed one year.”

If the position is to exceed the one year, the union and employer will meet to discuss a possible extension.

Notwithstanding the above, it is understood that the temporary vacancy will be posted in accordance with Article 9.07 and that all employees will be provided with an opportunity to bid on such temporary positions prior to external employees being hired.

- b) The specific term may be extended by a further six months on mutual written agreement of the Union, employee, and the Association.
- c) The term of a replacing temporary employee will not exceed the absent employee’s leave or absence.
- d) The release or discharge of a temporary employee shall not be the subject of a grievance or arbitration.
- e) This Article will not preclude temporary employees from making application for permanent employment. A temporary employee who is the successful applicant for a permanent vacancy shall be required to serve a probation period, as set out in Article 9.02, commencing on the date of appointment to the permanent position. Upon successful completion of the probationary period, the employee shall be credited with seniority which shall include all hours worked as a temporary employee, pro- rated where necessary.

- 1.05 The Association shall not engage in the placement of workers under the Ontario Works program which will have the effect of causing the layoff of any employee or preventing the recall of any employee with recall rights.

## **ARTICLE 2 - NO DISCRIMINATION**

### **2.01 No Discrimination - Human Rights Code**

The Association and the Union agree there will be no discrimination practised by either of them, their employees, or members against any employee because of race, creed, colour, age as defined in the Ontario Human Rights Code, sex, nationality, language, ancestry, place of origin, sexual orientation, disability, marital or family status except where such status places the individuals in a conflict of interest. This provision will not apply where discrimination is permissible or mandated under any statute. Both parties recognize their joint responsibility under the Collective Agreement or any applicable statute.

### **2.02 No Discrimination – Union Activity**

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of the employee's activity for lack of activity in the Union. The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no union activity on the employer's premises during the employees' working hours. Working hours do not include employees' unpaid time, such as unpaid breaks. Unpaid time is the employees' personal time and can be used for employees' personal matters, including Union business. If the personal matter(s) require(s) the employee to leave the premises, the employee is to notify their Manager, or their designate, that they are off the premises.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the exclusive right and function of the Employer to generally manage the operations, and all its programs in all respects and in accordance with its inherent and statutory rights and obligations, except as expressly modified or restricted by a specific provision of this Agreement, and any relevant legislation, and without restricting the generality of the foregoing:

- a) to hire employees, determine the qualifications necessary for the work; assign and direct their work; to promote, demote, transfer, lay off, recall to work, to set the standards of productivity, and the services to be rendered;
- b) to reprimand, suspend, discharge, or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may be the subject of a grievance as hereinafter provided.
- c) to maintain the efficiency of operations; to determine the number of employees to be employed; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to close down, or relocate the Employer's operations

or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of facilities, equipment, and other property of the Employer;

- d) to introduce new or improved service, and machinery; to determine the number, location and operation of departments, divisions, and all other units of the Employer; to issue, amend and revise reasonable policies, rules, regulations, and practices.

### 3.02

- a) The Association agrees that it shall not exercise any of the above rights and powers in a manner which is inconsistent with the express terms of this Agreement.
- b) The Association's failure to exercise any right, prerogative, or function hereby reserved to it, or the Association's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Association's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- c) The Union's failure to exercise any right, prerogative, or function under this Collective Agreement, or the Union's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Union's right to exercise such right, prerogative, or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 4 - UNION SECURITY**

4.01 The Association agrees to deduct from all employees in the bargaining unit an amount equal to the regular monthly dues prescribed by the Union according to its constitution. Deductions will be made from each pay and shall be forwarded to the National Secretary of the Union no later than the 15th day of the month following the month in which the deductions were made, accompanied by a list of names and classifications of employees from whose wages the deductions have been made. The Union shall indicate in writing to the Association the amount of Union dues to be deducted and any changes in Union dues shall take effect in the month following the month in which written notice was received by the Association.

### 4.02 Indemnification

In consideration of the deducting and forwarding of union dues, the Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, and/or actions arising out of the collection or attempted collection of such dues as herein provided and from any claims arising from information provided by the Employer under the provisions of this Collective Agreement.

4.03 The Association agrees that the amount of union dues paid by each employee will be included on that employee's income tax slip (T-4).

4.04 Correspondence

All correspondence between the Parties arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Union, with a copy to the National Representative.

4.05 In the event that the Association merges with another Agency providing the same service, the Association will use its best efforts to ensure that, upon declaration of a successor or related employer by the Ontario Labour Relations Board, its employees retain the seniority and service benefits enjoyed by them under the Collective Agreement. Further, the Association shall use its best efforts to ensure that the work now performed by CUPE members shall continue to be performed by CUPE members.

Where a decision to merge has been made the Association shall discuss with the Union at the Joint Consultation Committee any Collective Agreement related issues affecting the bargaining unit employees.

4.06 The Employer agrees to provide the Union with the names and addresses and phone numbers of all employees and updated on a quarterly basis. It is understood that this document is confidential and that it is to be released solely as reference resource for CUPE local 2624's president and stewards in the function of their duties under the Collective Agreement.

The Union agrees to provide to the Employer the names of the Executive Board annually and shall ensure any changes to the Executive Board are communicated in writing.

4.07 The Employer agrees to provide the Union with a copy of its Policy and Procedure Manual. The Employer also agrees to provide the Union with updates.

**ARTICLE 5 - NO STRIKES, NO LOCKOUTS**

5.01 In view of the orderly procedures established herein for the disposition of grievances and complaints, the Association agrees that it shall not cause or direct any lockout of its employees for the duration of this Agreement, and the Union agrees that it shall not cause or direct any strike for the duration of this Agreement. The terms "strike" and "lockout" shall bear the meanings given them under the *Labour Relations Act*.

5.02 Employees shall have the right to refrain from crossing the picket lines. To refrain from crossing a picket line shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 6 - COMMITTEES AND UNION REPRESENTATION**

### **6.01 Joint Consultation Committee**

The parties agree to appoint two representatives each to a Joint Consultation Committee. The purpose of the Committee shall be to discuss matters of mutual interest. It is understood that such Committee shall have no right to usurp the power of the Negotiating or Grievance Committee. The Committee shall meet at the request of either party at least once a month at a mutually agreeable time and place with the exception of July, August and December. Members shall receive a Notice and Agenda of the meeting at least 48 hours in advance of the meeting. Minutes shall be prepared alternatively by the Employer, and the Union and a copy shall be forwarded to each of the Parties.

### **6.02 Stewards**

The Association agrees to recognize four stewards and the president appointed or elected from amongst the members of the bargaining unit who have completed their probationary period. The Union shall notify the Employer in writing, the names of each steward.

### **6.03 Grievance Committee**

The Association agrees to recognize a Grievance Committee consisting of two Union members for the purpose of meeting at Step 2 of the Grievance Procedure. No more than three employees, one being the grievor, shall attend at any meeting of the Committee.

### **6.04 Union Business Time**

It is recognized that in administration or negotiation of the Agreement, supervision of individuals supported by the Association must come first. Therefore, a steward or committee member shall not leave their work during their working hours except to perform the duties under this Agreement. Further, such employees shall be required to obtain the agreement of their manager prior to leaving their duties. Permission for reasonable amount of time shall not be unreasonably withheld. Stewards and bargaining-unit members of the foregoing committees shall not suffer any deduction from their regular pay as a result of attending at any meetings with the Association during their regularly scheduled hours.

### **6.05 Negotiating Committee**

The Association agrees to recognize a Negotiation committee comprised of three members of the bargaining unit for the purpose of meeting with the Association for the purposes of negotiating the renewal of this Agreement.

The Association agrees to maintain the salary and benefits of the members of the Negotiating Committee for the duration of negotiations up to and including

conciliation and the Union agrees to reimburse the Association in the amount of 50% of the cost of such salary and benefits.

It is understood that at no time will negotiations for a renewal agreement take place without the presence, or authorization, of the National Representative of the Canadian Union of Public Employees.

The Union and the Association shall notify each other in advance of negotiations of the names of the members of their respective negotiation committees.

#### 6.06 Union Access to Printers

The Association agrees to give representatives of the Canadian Union of Public Employees access to the premises of the agency for the purpose of attending grievance meetings or other union business under this Agreement. Union business can be conducted during an employee's unpaid time in the designated areas within each program area as follows:

Community Participation	Staff Office
SIL	Staff Office
Hope Terrace	Staff Office
Maple Terrace	Staff Office
Field House	Staff Office

Individuals supported are not to be present while employees are conducting Union business. Doors to rooms must be closed for the duration of the employee's union business.

#### 6.07 Union Interviews

The Employer agrees that a steward of the Union shall be allowed a reasonable period not to exceed fifteen minutes during regular working hours to interview newly-hired employees during their orientation period. These interviews shall be scheduled in advance by mutual agreement between the Association and the Union and may be arranged collectively or individually.

#### 6.08 Authorized Representatives

- a) The Union shall provide the Association with the names of its authorized officers, stewards and committee representatives who shall be employees of the Association.
- b) No contract, written or oral, shall be entered into between an employee in the bargaining unit and the Association, or any of its duly authorised representatives, on matters covered by this Collective Agreement.

## 6.09 Health and Safety Committee

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- b) There shall be three (3) members of the bargaining unit and three (3) members of management as members of its Joint Health and Safety Committee (JHSC). One member of the bargaining unit committee and one member of the management committee are to be certified members.

It is agreed that when possible other members of the Joint Health and Safety Committee will successfully complete certification training. Such training will be provided on the Employer's time and will be considered as time worked with no loss of wages; however, the expense of the courses may divide between CUPE and the Employer for CUPE members. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense and will be considered as time worked with no loss of wages.

- c) Such Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs, and actions to be taken to improve conditions related to health and safety.
- d) The Association agrees to cooperate reasonably in providing necessary information to enable the Joint Health and Safety Committee to fulfill its functions. The JHSC and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) Meetings shall be held on a quarterly basis or more frequently if agreed by the Committee. The Committee shall maintain minutes of all meetings and make them available for review, within a reasonable amount of time and at least prior to the next meeting. Copies of minutes shall be sent to the Employer and to the Union. The terms of reference shall be updated annually.
- f) One (1) member from the bargaining unit of the JHSC, shall make monthly inspections of the workplace and equipment and shall report to the Joint Health and Safety Committee the results of their inspection. A member from management of the JHSC may participate in the inspection. The inspection shall be undertaken in accordance with a schedule established by the committee. The members of a committee who represent bargaining unit employees shall designate a member representing workers to inspect the physical condition of the workplace. The members of a committee are not required to designate the same member to perform all inspections.

Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany the inspector on their inspections.

- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h) All time spent by a member of the committee in attending JHSC meetings and attending to the work of the JHSC shall be considered as time worked and paid at the regular or premium rate as may be proper.
- i) Both parties recognize their responsibility in providing a respectful workplace and a workplace that is free of violence, abuse and harassment. The Employer and the Union recognize their joint obligation to comply with all duties and responsibilities under the OHSA as may be amended from time to time.

The Employer recognizes its responsibility in taking every reasonable measure in providing a workplace free of violence and abuse. The Workplace Violence and Harassment Policies (HS-33 and HS-34) will be reviewed and amended as required by the Board of Directors with recommendations from the Joint Occupational Health and Safety Committee and a copy will be provided to the Union.

Points of Disagreements concerning the development or amendment or application of the Policies may be subject to the Grievance/Arbitration process.

- j) Committee members shall be afforded time from work to attend all meetings of the JHSC and every effort shall be made to schedule all meetings to permit attendance of all committee members.
- k) Committee members shall be afforded scheduled time off work as necessary to carry out their responsibilities between regular meetings of the Committee as determined by the JHSC.
- l) Safety procedures will be implemented as a minimum step to ensure the safety of all employees. In the event that the employee identifies to the employer a safety risk in the direct performance of their duties the employer shall meet with the employee within twenty-four (24) hours and assess the degree of risk and develop a plan to ensure the safety of the employee while in the performance of their duties. This shall not preclude employees' rights to refuse unsafe work as allowed by applicable legislation.
- m) In the event of an accident or injury, representatives of the JHSC (one Union Representative and one Employer) shall be notified immediately and shall jointly investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury.
- n) The Parties recognize their duty to accommodate an employee's disability.

#### 6.10 Violence in the Workplace

The Workplace Violence Policy shall be reviewed annually and only be amended by mutual agreement of the Employer and the Union.

- i) A reporting procedure to document incidents of workplace violence as set out in the Health and Safety Violent Incident Report.

#### 6.11 Accommodation Committee

The Association agrees to recognize a Joint Leave and Accommodation Review Committee comprised of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.

The Committee shall meet on a quarterly basis or otherwise mutually agreed for the purposes of reviewing leaves of absence, workplace accommodations, and tracking Bargaining unit positions, including identifying who is replacing employees who are absent from work.

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

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

#### 7.02 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of employees will be rectified as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate manager the opportunity of rectifying the employee's complaint. Such complaint shall be discussed with the employee's immediate manager within seven (7) business days after the circumstances giving rise to it have occurred. The employee shall be advised they have the right to be accompanied by a steward and shall sign a written refusal which shall be witnessed. If the complaint is not settled, it may be taken up as a grievance within seven (7) business days of the discussion in the following manner and sequence:

##### Step No. 1

The employee shall be accompanied by a steward. A grievance shall be submitted on behalf of the employee to the employee's immediate manager. The Union may sign the grievance on behalf of the employee provided the employee certifies in writing that the union is so authorized. The grievance shall identify the nature of the grievance, the provisions of the agreement which are alleged to have been violated and the remedy which is sought.

The immediate manager will deliver the manager's response decision in writing within seven business days following the day on which the grievance was presented to them.

Failing settlement, then:

### Step No. 2

Within seven business days following the decision under Step 1, the Union shall submit the written grievance on behalf of the employee to the Executive Director or designate. A meeting will be scheduled between the Executive Director or designate, and the grievor's steward to occur within ten business days, or such other time as may be mutually agreeable between the principals. The grievor may be in attendance. It is agreed that a staff representative of the Union may be present at the meeting and that the Employer may have such counsel and assistance as may be desired at such meeting. The decision of the Executive Director or designate shall be delivered to the grievor, the steward and the local president within ten business days of the meeting.

Where an employee's immediate manager is the Executive Director, Step No. 1 may be bypassed.

### 7.03 Policy/Group Grievances

- a) A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. The Union may file a policy grievance at Step 2 of the grievance procedure. Such policy grievance shall be filed in writing within ten business days of the initial incident giving rise to the complaint.
- b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Executive Director or designate within ten business days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within ten business days of the filing of the grievance. The grievance shall be answered in writing by the Union within ten business days of such meeting.

### c) Group Grievance

Where a number of employees have identical grievances, the Union shall file a grievance on behalf of the employees at Step No. 2 within ten business days of the circumstances giving rise to the grievances. The grievance shall identify the names of the employees involved, the nature of the grievance, the provisions of this Agreement which are alleged to have been violated and the remedy which is sought.

#### 7.04 Discharge Grievance

The termination of a probationary employee shall not be the subject of a grievance or arbitration unless it is alleged the Employer has contravened the Ontario Human Rights Code. A claim by an employee who has completed the employee's probationary period that the employee has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Executive Director, or the Executive Director's designate, at Step No. 2 within ten business days following the date on which notice of the discharge or suspension was issued.

A Board of Arbitration may resolve such grievance by:

- a) confirming the management's action in dismissing or suspending the employee; or,
- b) reinstating the employee with full, partial or no compensation for time lost, and benefits and credits; or,
- c) any other arrangement which is just and equitable in the circumstances.

7.05 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

7.06 Agreements arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employees concerned.

7.07 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within ten business days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

7.08 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits shall result in the grievance being deemed to have been abandoned, subject only to s.48(16), *Labour Relations Act*. The time limits set out in the Grievance and Arbitration procedures may be extended by the written agreement of the parties. Such request for extension shall not unreasonably be withheld by either party.

7.09

- a) All warnings and disciplinary notations shall be removed from an employee's personnel file after twelve (12) months from the date of the discipline provided the employee has been discipline free for the period. An employee may not claim that the employee has been discipline-free for any more than that period if such is not the case.

b) Review of personnel file

Upon written request for reasonable arrangements, an employee shall have access to the employee's personnel file in the presence of the employee's immediate manager for the purpose of reviewing any performance appraisals or formal discipline contained therein. An employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the employee's permanent record. However, such reply shall not have the effect of diminishing any disciplinary action taken.

- 7.10 A copy of any letters of discipline, reprimands, suspensions, or discharge shall be sent to the President of the Union within seven calendar days of their issuance. An employee shall be notified of their right to be accompanied by a union representative to a meeting with the Employer at which discipline, suspension or discharge may be imposed. The parties further agree that where a steward is not readily available, the absence of the steward shall not negate any action taken, nor shall this clause require the Association to call in or pay a steward not already at work.

**ARTICLE 8 - ARBITRATION**

- 8.01 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 7.07 above, and at the same time appoint its nominee to the Arbitration Board. Within fourteen calendar days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.
- 8.04 The Arbitration Board 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.
- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto; and the decision of the majority or, where there is no majority, the decision of the chairperson, will be final and binding upon the parties hereto and the employee(s) concerned.
- 8.06 Each of the parties hereto will bear the expense of the nominee appointed by it, as well as its own expenses, and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.

- 8.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to s. 48(16), *Labour Relations Act*.
- 8.08 By mutual agreement the parties may elect to have a single arbitrator hear the matter in dispute instead of a three-person board. In such case, the party wishing to submit the issue to arbitration, should indicate in its notice of intent to arbitrate, that it would like the matter heard by a single arbitrator. The recipient of the notice shall inform the other party within seven calendar days of receipt of the notice if it is agreeable or not to the matter being heard by a single arbitrator. If so, the parties shall endeavour to select the single arbitrator. Failing agreement within twenty-one calendar days or such time as agreed by the parties clause 8.01 shall be followed. The single arbitrator shall be bound by all clauses of Article 8 in the same manner as a Board of Arbitration with the necessary changes being made.
- 8.09 Both parties recognize the value of mediation, and the Parties agree to seriously consider mediation of grievances prior to their being arbitrated. It is understood however, that each grievance will be considered on an individual basis, and must be subject to membership approval.
- a) Within seven calendar days of the referral of a grievance to arbitration, the parties may agree to a mediation process. In such circumstances, the parties will agree upon and contact a mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.
- b) The parties shall engage in this process on the following basis:
- i) Each party shall make every reasonable effort to resolve the matter;
- ii) Positions taken or information provided by either party shall not be admissible should the matter proceed to arbitration;
- iii) This step shall not be used to delay arbitration of a matter.

## **ARTICLE 9 - SENIORITY**

### 9.01

- a) Seniority is defined as the length of continuous service with the Association since the employee's date of last hire, or in accordance with article 1.03 (vii c) and shall include employment with the Association prior to certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis, subject to the terms of this Agreement.

- b) Continuous service is defined as uninterrupted service in accordance with provisions of Article 10.07 of the Collective Agreement.

#### 9.02 Probationary Period

Newly hired full-time employees shall be considered to be on probation for a period of 900 hours worked from date of last hire. Newly hired part-time employees shall be considered to be on probation for a period of 900 hours worked from date of last hire. If retained after the probationary period, the employee shall be credited with seniority to the employee's date of last hire.

The probationary period may be extended by mutual agreement between the Employer, the employee and the Union.

#### 9.03 Seniority Lists

A Seniority List shall be established showing the names of all employees current status covered by this Agreement. Such Seniority List shall be updated on a quarterly basis and posted on the bulletin board on the 15<sup>th</sup> of each January, April, July and October. A copy shall be supplied to the Local Union President at the time of initial posting and subsequent revision. Employees shall have thirty days from the date of posting in which to question their own individual seniority dates. Failure to do so within the time period mentioned, the Seniority List as posted shall be deemed to be correct.

#### 9.04 Loss of Seniority and Deemed Termination

Seniority shall be lost and an employee shall be deemed to have terminated their employment with the Employer if the employee:

- a) voluntarily quits employment;
- b) is discharged for just cause and is not reinstated;
- c) fails to report to work within fourteen calendar days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer;
- d) fails to report for work upon the expiration of any Leave of Absence granted to the employee without a reason acceptable to the Association, or uses a Leave for a reason other than that for which it was granted;
- e) where the employee is absent from scheduled work for a period of three consecutive working days or more without a reason satisfactory to the employee's manager or designate;
- f) is laid off for a period in excess of twelve months;
- g) is retired;

- h) has accepted a permanent position outside of the bargaining unit.
- 9.05 It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If an employee fails to do this, the Employer will not be responsible for the failure of a notice to reach an employee.
- 9.06 No employee shall be transferred to a position outside of the bargaining unit without the employee's consent. Employees who transfer into a non-union position for a period not to exceed six months shall have the right to return to the bargaining unit without loss of bargaining unit seniority for the period of the transfer. Such period may be extended by mutual written agreement of the Union, the employee and the Employer.

9.07 Job Posting

- a) Where a vacancy of a permanent nature, or temporary vacancy which the Association knows at the outset will last more than three months, occurs in a classification in the bargaining unit, or a new position is created which falls within the bargaining unit, such vacancy shall be posted on all bulletin boards for a period of seven consecutive calendar days. Employees may apply for the position during the posting period.

Copies of job postings will be sent to employees on extended leaves of absences and to the President of the Union.

An employee who is the successful applicant to fill a temporary vacancy shall not be eligible to apply for other temporary vacancies while serving in a temporary position.

Notwithstanding the above, an employee on a temporary position shall be entitled to bid on temporary vacancies with higher rates of pay.

The notice of vacancy shall contain the following information: nature and duties of the position, qualifications, required knowledge and education, skills, shift, hours of work, wage rate and the potential date of commencement. It is understood that the actual date may change as a result of operational circumstances. The Employer shall provide the union with copies of all Job Postings and the names of the successful applicants.

- b) While the Employer may advertise externally at the same time as the internal job posting, internal applicants from the Bargaining Unit shall be considered prior to the consideration of external applicants.
- c) Employees in the bargaining unit will be awarded positions under 9.07 (a), including promotions, on the basis of the most senior applicant able to meet the essential requirement of the job.

Selection criteria for potential new hires shall include an assessment of personal characteristics as they pertain to core competency behavioural measurements. As part of its efforts to ensure all employees possess the necessary core competencies, the Association will continue to provide training and support in this regard to its existing employees.

- d) The successful applicant and unsuccessful applicants shall be notified in writing within the next two (2) business days after the end of the selection process. Notice of the name of the successful applicant shall be shared via Memo and emailed to all employees with a copy to the Union.

Every effort shall be made to place the successful applicant in the position no later than the next posted schedule, contingent on operational need and it is understood that Employer shall not be arbitrary.

- e) The successful applicant for a permanent position shall be placed on trial period of eight (8) weeks for residential to residential positions and eight (8) weeks for community to residential (or reverse) positions. Conditional on satisfactory service, the employee shall be awarded the position after the completion of the trial period. Where it is determined by the Association or the employee that the successful applicant is not suitable for the job during the trial period, the employee shall be returned to the employee's former position and salary level without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position and salary level without loss of seniority.

It is understood that this Article does not apply in circumstances where an employee's status is changed from a permanent full-time, permanent part-time to a casual position.

f) Transfers

Employees may be transferred by the Employer, which shall not be done in an arbitrary manner, under the following conditions:

- i) When a transfer is mutually acceptable to the employees concerned while respecting seniority (permit polling within classification Agency wide). The Employer shall offer a trial period to the employees which shall not exceed six (6) months, unless mutual agreed upon for another three (3) months, after which the transfer becomes permanent or they return to the original position. Should the arrangement not remain mutually acceptable the parties shall revert back to the positions they held immediately preceding the transfer or,
- ii) When, in the judgment of the Employer, which shall not be exercised in an arbitrary manner, a transfer is desirable to maintain harmonious and or efficient operations, or,
- iii) When a transfer is required to temporarily fill a vacancy or to fill a temporary vacancy.

#### 9.08 Job Qualifications

Should job qualifications change, bargaining unit members will be deemed qualified in their current position. If the Ministry of Children, Community and Social Services regulate job qualifications and prohibits employees with deemed qualifications from continuing to perform in specific positions then affected employees will be given the option to:

- a) transfer into an available vacant position where they have the skills and ability to perform the job and/or
- b) exercise their lay off and bumping rights under the Collective Agreement.
- c) The Parties agree that where a posting for a DSP 1 position requires a Developmental Services Worker Diploma or equivalent, the equivalency is considered 9,750 worked hours and a Grade 12 diploma or its equivalent.

#### 9.09 Layoff and Recall

##### Seniority and Layoffs

Both Parties recognize that Job Security shall increase in proportion to length of service; therefore in the event of a lay-off, employees shall be laid off in reverse order of seniority.

##### a) Layoff

- i) A "Permanent" layoff shall be defined as a layoff of more than thirteen weeks, or the permanent elimination of a position in the bargaining unit or a reduction in regular hours worked.
- ii) A "Temporary" layoff shall be defined as a layoff of more than two weeks, and up to thirteen weeks.
- iii) No full-time employee shall be laid off or suffer a reduction in hours as a result of part-time or casual employees performing their duties.

##### b) An employee subject to a permanent layoff shall be entitled to:

Notice of one week for each year of service up to a maximum of ten weeks. The Union will be likewise notified.

Displace an employee with lesser seniority in a lower or identical paying classification, provided the employee exercising the right to bump is able to meet the normal requirements of the job.

##### c) An employee subject to a temporary layoff shall be entitled to displace an employee with lesser seniority in a lower or identical paying classification, provided the

employee exercising the right to bump is able to meet the essential requirements of the job.

- d) A full-time employee subject to a reduction in their regular hours of work shall be entitled to displace an employee with lesser seniority in a lower or identical paying classification, provided the employee exercising the right to bump is able to meet the normal requirements of the job.
- e) The bumping process shall be implemented in accordance with the seniority provisions of the Collective Agreement.
- f) Subject to the foregoing, probationary employees shall be first laid off.
- g) Upon receipt of notice of being laid off/displaced, employees shall have five (5) business days in which to notify the Employer of their intention to exercise their seniority rights.

Such notice shall be in writing to the Executive Director or designate, with a copy to the President of the Union or designate, identifying their two preferences of programs or Job positions.

At the request of either Party, the parties shall meet within two (2) business days to review the employee's requests, the seniority list and to determine the individual's options.

It is understood that the seniority is based on the seniority at the time of the layoff/displacement.

It is understood that should the employee's request not be granted, the Parties shall meet with the individual to discuss further options. Such meeting shall be held within the next two (2) business days. Failing settlement, grievances concerning lay-off and seniority rights may be initiated at Step 2 of the Grievance procedure within seven (7) calendar days of the final decision.

- h) The bumping process shall continue until all senior employees have exercised their seniority rights and the most junior employees are thereby laid off with notification being given in accordance with Article 9.09.

i) Recall

Employees shall be recalled in the order of seniority, unless otherwise agreed in writing between the Association and the Union, provided that the employee is able and qualified to perform the available work.

- j) No new employee shall be hired until all employees entitled to recall are given the opportunity of recall.

- k) Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure within seven (7) calendar days of the receipt of the notice of layoff or within seven (7) calendar days of the recall notice.
- l) The Association shall post notices advising employees of layoffs and recalls in all the workplaces, and forward copies of the notices to the Union. Laid off employees shall be notified of recall by registered mail, addressed to the last address on record of the Association.

#### 9.10 Notice and Disclosure

In the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members, the Employer shall give the Union sixty (60) days notice in writing or such greater period of time if provided by the Ministry. Further it is agreed the parties shall meet in a joint consultation meeting to discuss restructuring.

It is understood that prior to the initiation of Article 9.09 the Parties shall meet in a Joint Consultation meeting within five (5) business days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and or closures of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact on the job security of bargaining unit members. The mandate of the committee shall be to discuss and look at alternatives to the proposed layoffs.

The employer will provide to the union all relevant information pertaining to the reasons for the layoffs, restructuring, or any other initiatives to the Union committee prior to the meeting.

### **ARTICLE 10 - LEAVES OF ABSENCE**

#### 10.01 Personal Leave of Absence

Written requests for a personal leave of absence, including reason for absence, without pay will be considered on an individual basis by the Executive Director or designate giving consideration of staffing levels and operational need at that time. Such requests are to be submitted fourteen calendar days in advance, or in the event of emergency, as far in advance as possible and shall not be arbitrarily denied. An unpaid personal leave of absence will not exceed three (3) months consecutively or annually. Such leave may be extended by mutual consent between the parties.

#### 10.02 Jury Duty and Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party in connection with a case arising from the employee's duties, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available. The employee will be expected to be at work on any days when the employee is excused from court duty.

10.03 Pregnancy/Parental Leave

- a) Pregnancy/Parental Leave shall be provided pursuant to the *Employment Standards Act*.
- b) In the event that an employee is unable to perform the duties of their position due to their pregnancy and the Employer is unable to provide them with a reasonable accommodation, the employee may elect to commence their Pregnancy/Parental Leave. Such time off under this Article shall be in addition to the leave provided under paragraph (a).

It is understood that this Article will be interpreted in a manner consistent with the Ontario Human Rights Code.

- c) It is understood that an employee must provide the Employer with written notice pursuant to the timelines prescribed by the Employment Standards Act of their intentions to return to work at an earlier time than what was originally requested.

10.04 Bereavement Leave

An employee who notifies the Employer as soon as possible following a death in the employee's immediate family shall be granted up to five scheduled work days off without loss of the employee's regular pay from the employee's regularly scheduled hours, "Immediate family" shall mean parent, spouse, child, spouse's parent, grandchild, sibling and grandparent. Parent, spouse and child shall be as defined in *Family Law Act*.

Any employee who notifies the Employer as soon as possible following the death of a sibling's spouse, spouse's sibling, shall be granted up to three scheduled work days days off without loss of the employee's regular pay from the employee's regularly scheduled hours.

Any employee who notifies the Employer as soon as possible following the death of an Aunt, Uncle, Cousin and spouse's Aunt, Uncle and Cousin shall be granted up to one scheduled work days off without loss of the employee's regular pay from the employee's regularly scheduled hours.

Should the interment be scheduled to occur at a later date, an employee shall be granted one (1) days from said leave above for the purpose of attending the interment.

#### 10.05 Personal Emergency Leave

Employees will be granted up to ten (10) calendar days off work per year with prior approval of the program manager with notice to the Executive Director for the purpose of dealing with personal illness, injury or medical emergency or death, illness, injury, medical emergency or urgent matter relating to the family members. These days can be drawn from the employee's sick credit accumulation bank. If the employee does not have days in the sick credit accumulation bank, the employee can still take the days but will not be paid. Employees cannot carry over unused personal emergency leave days to the next calendar year.

#### 10.06 Leave for Union Business

Leave of absence with pay shall be granted to a minimum of one (1) employee at any one time selected by the Union to attend to Union conventions, seminars, workshops, schools and any other related union activities.

Such request is to be made in writing at least fourteen (14) calendar days in advance of the leave unless it is reasonably not possible to do so. Taking into consideration service needs, such requests shall not be unreasonably withheld by the Employer. The Union shall reimburse the Employer for all wages and benefits.

#### 10.07 Effect of Absence

- a) It is understood that during any absence without pay from the Association not exceeding thirty calendar days, both seniority and service will accrue as provided under this Collective Agreement. During such an absence exceeding thirty calendar days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's seniority date adjusted accordingly. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee chooses to participate for the period of absence.

Notwithstanding the above, during absences due to sick leave/disability leave, seniority will continue to accrue, and employees will be entitled to benefits in accordance with Article 14.01 (c).

The above clause shall not apply to Pregnancy/Parental leaves of absence.

- b) Recognizing the value to employees to exercise their right to vacation in a given year, the Parties agree to the following on a without precedent and prejudice basis:

In those instances where by an employee has been off work on an approved leave of absence and is not able to return to work in that year, they shall be given the

opportunity to carry over their vacation bank up to their determined maximum entitlement as per Article 13. The balance of the vacation entitlement shall be paid out to the employee on the last pay period in December.

Notwithstanding the above, an employee wishing to request a full payout of their vacation bank may do so by submitting a request to the Executive Director. The Executive Director shall consider the request on an individual basis and give due consideration. The Executive Director shall provide a written response to the employee requesting the payout clarifying the situation.

For those employees to whom Article 13.01 (f) applies, the Employer shall provide full payment for all un-used vacation entitlement due to an approved leave in a given year on the first pay in January.

#### 10.08 Return from Leaves of Absence

Upon return to work from a leave of absence, an employee shall be returned to their former position in their former classification and former program. In the event that said employee has been on a leave of absence for a duration of 6 months or longer, the employee shall be provided with 3 shifts dedicated to the sole purpose of reacquainting and training within the work environment. In the event of exceptional circumstances requiring the transfer of an employee, the Employer will meet the employee to discuss the circumstances requiring the transfer. The employee shall have the right to be accompanied by a steward.

#### 10.09 Education Leave

Written requests for an education leave of absence without pay will be considered on an individual basis by the Executive Director or designate. Such requests are to be submitted as far in advance as possible and shall not be arbitrarily denied. An unpaid Education leave of absence will not exceed nine (9) months consecutively. Exceptions shall be considered in cases of fast tracking.

In cases of approved Education leaves the Employer shall provide written approval of said leave which shall include the dates for required training.

If the employee drops to casual status during the leave, the employee may notify the Employer of any available dates during the leave and the Employer shall schedule the employee during this period. However, the employee must maintain their required training.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

### **11.01 Hours of Work**

The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Agency and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

#### **a) Breaks and Eating Periods**

Work for four hours-paid 15 minute break.

Work five hours-paid 30 minute eating period and 15 minute break.

Work six to ten hours-paid 30 minute eating period and two 15 minute breaks.

It is understood that breaks and eating periods are not to be combined and are subjected to the requirements of the program.

Employees that are providing direct service to individuals during their work hours are expected to remain at their work locations and to be available to individuals, if needed. It is understood that the meal period will be taken at the same time as the individuals that are being supported.

#### **b) Scheduling**

For full-time employees, (with the exception of the awake night shifts) the normal hours of work over the schedule determined by the employer shall be thirty-seven and one-half (37.5) hours per week.

c) Employees shall not be scheduled to work more than ten consecutive hours in a 24-hour period, and there shall be no scheduling of split shifts. Employees will not be scheduled to work less than four hours with the exception of training and meetings.

d) The schedule of hours and days of work shall be posted in an appropriate place in each location at least three (3) weeks in advance, and shall cover a period of at least four (4) weeks. It is understood that schedules of work may be changed due to illness, leaves of absence, vacations, and the efficiency of operations, and the Agency shall give as much written notice as is reasonably possible to employees affected by such schedule change. The Agency shall not exercise this right in an unfair or unreasonable manner. A copy of the schedule shall be provided to the Union President. All shifts shall be equitably distributed based on time of shift (eg. days, afternoons, etc.) and hours.

e) Part-time employees shall be scheduled for shifts on the schedule of the location to which they are assigned and normally rescheduled the same.

All scheduled shifts will be divided equitably amongst part-time staff at the time of scheduling.

It is understood that all part-time employees shall be guaranteed to be scheduled a minimum of thirty (30) hours bi-weekly.

- f) Casual and part-time employees shall be scheduled up to 37.5 hours during the Christmas holiday period. It is understood the holiday period will begin with the first shift of the day on the Sunday before December 25 up to an including the last shift of the day on the Saturday following New Year's Day. It is understood that part-time and casual employees shall be scheduled up to 37.5 hours during peak vacation periods of July and August.
- g) For the purposes of call-ins, all employees must be orientated to all programs and must be kept current. It is understood that all employees must indicate at the time of the call-in that such hours/shifts would result in overtime premiums being required.
- h) It is understood that for the purposes of call-ins, employees on the call-in list will be offered shifts using the following call-in procedure. It is understood that employees contacted are not obligated to accept the offered shift.
  - 1. On a rotational basis, call part-time in that location. If no one in the location accepts-
  - 2. Call full-time staff in the location on a rotational basis. If no one inside the location accepts-
  - 3. Call part-time staff outside the location on a rotational basis. If no one accepts-
  - 4. Call the full-time staff outside the location on a rotational basis. If no one accepts-
  - 5. Call the casual in the location on a rotational basis. If no one accepts-
  - 6. Call the casual outside the location on a rotational basis. If no one accepts-
  - 7. The most senior part-time staff who is working will be offered to stay until someone can relieve them. If no one accepts-
  - 8. The most senior full-time staff who is working will be offered to stay until someone can relieve them. If no one accepts-
  - 9. The most junior part time who is working will be required to stay until someone can relieve them.
- i) It is understood that the full-time employees will be offered these shifts up to forty (40) hours on a weekly basis. It is understood that such hours will not result in the employee working more than ten consecutive hours in a twenty-four hour period.
- j) It is understood that for the purposes of call-ins and for the purposes of overtime, an undisturbed sleep night shall count as 3.5 hours worked.

k) Call in Shifts

During regular business hours the Program Manager or designate shall be responsible for Call Ins. After hours call in shifts will be done by the house designated by the Employer and Article 11.01 (f) shall apply. It is understood that call in shifts would be a result of sick leave and personal emergency leaves.

Employees who are calling in sick outside of administration hours must call the program in charge of call ins (Hope Terrace or designate). The Program Manager or their designate shall provide the call in list daily (electronically) by no later than 5pm. It is understood the daily call-in list shall be made available after hours for continuity of records.

In the event that an employee is overlooked on call-in for regular or overtime shifts, such employee shall receive compensation for missed opportunity by means of having the employee scheduled for all hours missed.

It is understood that such hours will be scheduled at a mutually agreed upon time between the Employer and the employee within the next four (4) pay periods.

- l) Where an employee declines a shift when offered, the Employer shall proceed to the next employee in the rotation. The employee who declined the shift shall be passed over for that opportunity, and the declined shift shall be counted as a shift worked for the purposes of equalization.

11.02 Pattern of Hours

The Parties agree that in the event that an employee who has a regular pattern of scheduled hours and is subject to a reduction of those hours shall be entitled to displace an employee with lesser seniority in a lower or identical paying classification, provided the employee originally subject to the layoff is able and qualified to perform the available work.

It is understood that the employer is able to increase the hours of such work when the funding is available or when the operational needs require such increase. Any reduction of these increased hours at a later time will not result in such employees being able to exercise their seniority rights and displace other employees.

It is understood that the following positions are the only part-time who have a regular pattern of scheduled hours:

Community Participation - Two (2) Direct Support Professional I- with a minimum of 60 hours per pay period;

Residential- Five (5) Direct Support Professional 1- with a minimum of 52.5 hours per pay and to include evenings and weekends, as needed.

All Programs- One (1) Direct Support Professional 1- with a minimum of 52.5 hours per pay and to include evenings and weekends, as needed.

Community- One (1) Direct Support Professional 1- with a minimum of 52.5 hours per pay and to include evenings and weekends, as needed.

It is also understood that a pay period is a period of two weeks.

It is understood that the Employer shall advise the Union of any changes to the abovementioned positions and that both parties shall meet to negotiate amendments to the positions.

### 11.03 Overtime

Where a full-time employee is directed or authorized in advance by the employee's manager to work in excess of forty (40) hours in each week the employee shall have the option to bank the hours at one and one half times for each hour of overtime worked or be paid at one half times the employee's regular straight time rate for each such hour worked.

A full time employee shall be permitted to bank overtime to a maximum of forty (40) hours at any given time. Any hours worked in excess of these shall be paid out as earned. The employee shall not be permitted to carry over the overtime bank from one year to the next. Banked overtime shall be taken or paid out twice per year at six (6) month intervals. Any outstanding balance in the overtime bank shall be paid to the employee no later than the last pay period of June and December.

Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.

Where an employee is requested/required to work additional hours beyond their scheduled shift, the employee will be permitted to leave the program to obtain food if the program has appropriate coverage, and in cases where this is not an option, the employee may utilize food in the program.

It is further agreed that, in the Residential program, a period of up to 15 minutes may be required at either end of a shift to permit an orderly shift change and exchange of reporting. Such period shall not be considered as overtime.

- 11.04 A disturbed night for sleep night staff will constitute being awakened for one half hour or more for causes related and specific to emergencies within the program, and or client related issues needing immediate attention.

Employees called from one home to attend to matters in another home or up attending to matters in excess of one hour will be paid their hourly rate of pay for such time and their flat rate will be prorated accordingly.

It is understood that there may be special circumstances, for example and not limited to, where an employee is required to be up on several occasions and

provides the ABC/incident report and the disturbed night report, the employee shall then be considered as having had a disturbed night by the Employer and will be paid accordingly.

Outside environmental disturbances; i.e., traffic noises, neighbourhood noises or natural and necessary happenings within the home; i.e., client up to the bathroom, client up early and independent of staff assistance will not constitute a disturbed night.

#### 11.05 Exchange of shifts / Shift Give away

Full time or part-time employees may be allowed to exchange a shift, and in addition, part-time employees only may also be allowed to give away a shift from time off of their regularly scheduled hours of work. Employees will be required to submit their written request to their immediate manager for approval with a minimum of forty-eight hours notice. Such requests will be limited to a maximum of six (6) exchanges per schedule for full-time employees, and eight (8) exchanges or give-aways per schedule for part-time employees, and will not result in overtime premium.

It is understood that for part-time employees a request for an exchange or a request for a give-away will both be considered as part of a maximum of eight per month. It is further understood that casual employees will be limited to four exchange per month.

Responses to the requests will be given in a timely fashion and will not be unreasonably denied.

#### 11.06 When an employee works a Sleep night shift will be paid a flat rate as agreed upon in the CBA for the sleeping hours but will be paid their regular hourly rate for awake or working hours.

#### 11.07 Out of Town Trips

The Union and the Employer agree that it is desirable in the continuation of out of town trips; for training of staff, for recreational activities for the individuals supported and medical treatment for individuals supported.

Therefore it is agreed that the employee attending training be paid their regular wages and hours for the training, i.e. 7.5 hours straight time per day.

Therefore it is agreed that the employee supporting individuals on a recreational activities/medical appointment be paid a maximum of 17.5 hours at straight time per day plus the flat rate for sleeping as set out in the CBA.

WSIB coverage extends for the whole time, 24 hours per day, that the employee is away on business, except if the employee is engaging in a personal activity (not supporting individuals). i.e. visiting a movie theatre or cocktail lounge.

## **ARTICLE 12 - DESIGNATED HOLIDAYS**

12.01 The following shall be designated holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day
National Day for Truth and Reconciliation	

In the event that the Federal or Provincial Government declares an additional Statutory Holiday, it will be in addition to the above-mentioned Holidays.

Notwithstanding the above, the Union and the Employer recognize that not all employee's practice the same religion and cultural practices. Therefore, it is mutually agreed that an employee desiring to observe a recognized religious, ethnic or cultural holidays may substitute such religious, ethnic or cultural holiday for any of the above-mentioned paid holidays upon approval of the Employer. It is understood that the operation of this clause shall not result in the Employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article. Such requests shall not be unreasonably denied.

12.02

a) **Pay for work on a designated holiday**

It is understood that where the *Employment Standards Act* is superior, the *ESA* will supersede.

A part-time employee required to work on one of the holidays listed in Article 12.01 shall be paid at time and one-half the employee's regular straight time hourly rate of pay for all hours so worked. It is understood that holiday pay will not be received in addition to the premium pay for the Easter Monday, Civic Holiday and Remembrance Day.

b) A part-time employee who is not required to work on the public holiday as listed below, will be paid holiday pay based on the employee's regular wages and vacation pay during the four weeks prior to the holiday and divided by 20.

## Public Holidays

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	National Day for Truth and Reconciliation

In the event that the Federal or Provincial government declares an additional Statutory Holiday, it will be in addition to the above mentioned Holidays.

An employee who is required to work on one of the holidays as listed in b) above, shall be paid at time and one half the employee's regular straight time hourly rate of pay for all hours worked in addition to the holiday pay.

Notwithstanding the above, the Union and the Employer recognize that not all employee's practice the same religion and cultural practices. Therefore, it is mutually agreed that an employee desiring to observe a recognized religious, ethnic or cultural holidays may substitute such religious, ethnic or cultural holiday for any of the above-mentioned paid holidays upon approval of the Employer. It is understood that the operation of this clause shall not result in the Employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article. Such requests shall not be unreasonably denied.

### 12.03 Entitlement to designated holiday off with pay

Subject to Article 12.04 below, a full-time employee shall be entitled to receive a designated holiday off with pay in the amount of the employee's regular straight time earnings provided the employee works the regularly scheduled full shift immediately preceding and following the holiday, unless the employee is absent due to vacation or legitimate illness which commenced within the seven calendar days immediately prior to the date of the holiday.

### 12.04 Lieu Day off for work on a holiday

Where the Employer requires a full-time employee or a full-time employee agrees to work on a designated holiday and the employee does, such employee shall receive one and one half times the employee's regular straight time hourly rate of pay for all hours so worked and another day off with pay in lieu of the holiday, provided the employee meets the requirements of Article 12.03.

It is understood that every effort will be made to ensure that full-time employees will not be scheduled to work on a designated holiday.

Notwithstanding the above full-time employees shall indicate in writing which designated holidays they are willing to work. Such indication shall be made on the proper form. The form will be completed by December 1<sup>st</sup> of each year for the following calendar year.

12.05 Designated holiday occurring during vacation or day off

Where any of the above designated holidays occur during a full-time employee's vacation or on a regularly scheduled day off, the employee shall receive another day off with pay at a mutually agreeable date after the holiday.

12.06 Lieu Day Scheduling

Where an employee becomes entitled to a lieu day under Article 12.04 or 12.05, such lieu day shall be taken at a time mutually agreed between the employee and the employee's immediate manager. Such time off must be taken within three (3) months following the holiday.

12.07 Remembrance Day- Full-Time employees

Full-time employees may request to use their Remembrance Day Holiday as a Floating holiday. Such request shall be made in writing to the immediate manager no later than September 30<sup>th</sup> of any year and must be taken within three (3) months following the Holiday and at a time which is mutually agreed to between the employee and the immediate manager.

**ARTICLE 13 - VACATIONS**

13.01 Full-time Vacation Entitlement

Full-time employees shall receive vacation with pay on the following basis:

- a) Full-time employees who have completed less than one year of full-time continuous service with the Association as of 31 December in any year shall be entitled to a vacation in the calendar year following on the basis set out in the *Employment Standards Act*;
- b) Full-time employees who have completed one year or more of full-time continuous service with the Association as of 31 December in any year shall be entitled to a vacation in the calendar year of fifteen (15) days with pay at their current rate.
- c) Full-time employees who have completed three years or more of full-time continuous service with the Association as of 31 December in any year shall be entitled to a vacation in the calendar year of twenty (20) days with pay at their current rate.
- d) Full-time employees who have completed six years or more of full-time continuous service with the Association as of 31 December in any year shall be entitled to a vacation in the calendar year of twenty-five (25) days with pay at their current rate.
- e) Full-time employees who have completed twelve (12) years or more of full-time continuous service with the Association as of 31 December in any year shall be

entitled to a vacation in the calendar year of thirty (30) days with pay at their current rate.

- f) Full-time employees who have completed eighteen (18) years or more of full-time continuous service with the Association as of 31 December in any year shall be entitled to one week 'recognition-non recurring' vacation in the following calendar year with pay at their current rate. For each year of service thereafter, Full Time employees shall be entitled to one additional day of vacation per year with pay up to and including twenty three (23) years of service in the calendar year following.
- g) Full-time employees hired before 1 January, 1999, will be credited with their full vacation entitlement for any given year on 1 January of that year. Such full-time employees will continue to accumulate vacation credits in the same year that the vacation is taken at the rate as set out in Article 13.01 (a, b, c, d, e) above.

It is to be understood that (a)-(f) vacation day totals are when the full-time employee works the complete 12 months in the previous calendar year. If the full-time employee only works a portion of the previous year then the vacation days will be adjusted accordingly in the preceding year.

In the event that a full-time employee leaves the employ of the Employer under any circumstances, the Employer will be entitled to recover the value of all vacation credits which the employee had not yet earned but which the employee has already taken. (Applies to (g) only)

### 13.02 Part-time Vacation Pay

Part-time employees who have worked 1950 hours by 31 December, shall, in the year following, receive vacation pay in the amount of 6% of their regular wages, payable in each pay period or be given the opportunity to bank.

Part-time employees, who have worked 5850 hours by 31 December, shall, in the year following, receive vacation pay in the amount of 8% of their regular wages, payable each pay period or be given the opportunity to bank.

Part-time employees who have worked 19,500 hours by 31 December, shall in the year following, receive vacation pay in the amount of 10% of their regular wages, payable each pay period or be given the opportunity to bank.

It is understood by December 15<sup>th</sup> of the preceding year an employee shall indicate in writing to the Employer their desire to either be paid or bank their vacations.

Banked vacations can be requested to be paid at anytime giving two (2) weeks written notice prior to a pay period.

Banked holidays shall be paid in two (2) installments, the first pay in July and first pay in December.

### 13.03 Vacation Scheduling

- a) The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.
- b) The Association shall post a vacation request sheet at each work area by:
  - i) September 1 for the period of January 1 to April 30 of the following vacation year.
  - ii) January 1 for the period of May 1 to August 31 of the current vacation year.  
and
  - iii) May 1 for the period o September 1 to December 31 of the current vacation year.
  - iv) Employees may request changes to previously scheduled vacation by providing at least two (2) weeks' written notice prior to schedule finalization. It is understood, however that in an emergency or unforeseen circumstances employees may not be able to meet two (2) weeks' notice requirement and such requests will still be considered. The Employer reserves the right to approve, deny, or modify such requests based on operational requirements.

All Full-time and Part-time employees shall make their vacation requests in writing prior to September 30<sup>th</sup> for the period of January 1<sup>st</sup> to April 30<sup>th</sup>, January 30<sup>th</sup> for the prior to May 1 to August 31<sup>st</sup> and May 31<sup>st</sup> for the period of September 1<sup>st</sup> to December 31<sup>st</sup>.

- c) Vacation schedules shall be awarded in each work area. Work areas are defined as:
  - 1. Maple Terrace
  - 2. Hope Terrace
  - 3. Field House
  - 4. Community Participation
  - 5. S.I.L.
- d) Taking into consideration the service needs of the agency, vacation requests shall be granted in the following way:

The Employer will grant a minimum of 1 employee in each work area their vacation at any given time. Additional requests (of up to 2 staff) in the same work area may also be granted, dependant on operational needs. Priority will be given to seniority and status (full time then part time).

Employees will request their vacation in accordance with 13.03 b) above;

Employees may request a maximum of a three (3) week block at any one time.

Requests for individual vacation days will be limited to a maximum of ten (10) single vacation days per vacation year with a limit of five (5) single days during the months of July and August.

In the case of conflicting requests, seniority and status (eg. full-time in order of seniority, once full-time requests are exhausted part-time in order of seniority) shall govern. (It is understood that the full-time night staff will be limited to three (3) single days during July and August and to a maximum of seven (7) single vacation days per vacation year.)

For the purposes of blocks of vacation, seniority shall govern once per vacation period (being January-April, May-August, September-December.) Employees are to indicate on their vacation request their preferred vacation request. If the employee is requesting more than one block of time in the vacation period, the employee must identify which vacation block is the most important. The Employer will endeavour to honour that vacation block.

Vacation requests shall not be unreasonably denied by the Employer.

- e) Once awarded, vacation schedules shall be final and may only be altered by the Employer with the concurrence of the employee concerned.
- f) However, in the event that an employee transfers or is transferred from one program to another after the final vacation schedule has been posted in the program areas, every effort will be made to accommodate the employee's vacation request. In the case of conflicting vacation requests, seniority will govern.
- g) The Employer shall post a finalized vacation schedule no later than October 31 for the period of January 1 to April 30 and no later than February 29 for the period of May 1 to August 31 and no later than June 30 for the period of September 1 to December 31. Requests for vacation received after the finalized vacation schedule for each vacation block will be granted on the basis of first come, first served. A copy of all finalized vacation schedules for each period shall be provided to the Union President. Further it is understood, all vacation calendars shall be provided at each work site for each period.

13.04 Employees shall receive on termination, and in lieu of vacation with pay, an amount equal to the amount of the vacation pay for any vacation to which the employee is entitled at the time of termination and which the employee has not received.

13.05 For the purposes of service for vacation entitlement, where an employee is transferred from part-time to full-time, such employee shall transfer service on the basis of one year for each 1950 hours worked.

## **ARTICLE 14 - HEALTH AND WELFARE BENEFITS**

14.01

- a) The Association shall pay 100% of the billed premium for coverage of permanent full-time participating eligible employees in the active employ of the Association under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:

- i) Life insurance plan providing two times salary for death or accidental death, as provided under the Association's Group Insurance Plan.

Employees who are sixty-five or older will be entitled to life insurance providing for one time salary for death or accidental death, as provided under the Agency's Group Insurance Plan. It is understood that this benefit will cease upon an employee's 70<sup>th</sup> birthday.

- ii) Long term disability plan providing a 120 day elimination period, 66 2/3% of salary, 2-year "own-occupation" benefit as provided under the Association's Group Insurance Plan. Employees who are sixty five or older will not be eligible for Long Term Disability Plan under the Agency's Group Insurance Plan.

- b) Notwithstanding, Article 10.07, the Employer will pay the agreed cost of the premiums of the Extended Health Care Benefit plans for the qualified full-time and part-time employees. All employees who have successfully completed their probationary period shall have access to the Employer's Employee Assistance Plan.

- c) It is understood that where an employee is on an unpaid sick leave of absence as a result of an illness or disability as defined under the Ontario Human Rights Code, the employee will continue to be entitled to the Extended Health Care Benefit plan based on their position before the leave started for a period of two years from the date of the employee's unpaid absence.

- d) Eye Glass Subsidy

Effective date of ratification, full-time employees shall be entitled to eye glass subsidy of four hundred and twenty-five dollars (\$425.00) every twenty-four consecutive months (maximum).

Effective date of ratification, part-time employees shall be entitled to eye glass subsidy of two hundred and sixty dollars (\$260.00) every twenty-four consecutive months (maximum).

The Employer shall pay 100% of the cost for the eye exam for all employees every twenty-four consecutive months.

- e) Orthotic Subsidy

Effective date of ratification, employees shall be entitled to Orthotic subsidy of four hundred and twenty-five (\$425.00) dollars per year (maximum).

14.02 The Benefit Year shall be from January 1 – December 31.

14.03 All claims for benefits under the Insurance Plans set out above, shall be made in accordance with the master contract with the particular carrier for the specified benefit. The Agency shall supply the Union with a copy of the master contract on request.

14.04 It is understood that the Agency may at any time substitute another carrier for any Insurance plan provided that the benefits conferred in total are equal or superior. Before making such substitution, the Agency shall notify the Union to explain the proposed change. The issue of whether the new benefit package complies with this clause may be the subject of a grievance and arbitration.

14.05 The employer shall ensure the privacy and confidentiality of all employees. Information on claims submitted shall be safeguarded and remain confidential. The Employer shall abide by all applicable privacy legislation.

14.06 The Employer and the Union shall discuss at Bargaining the current benefits package and any changes desired. Any benefit package negotiated shall form part of the Collective Agreement.

The Employer shall provide to the Union all financial any and all relevant information.

Points of disagreement concerning the amendment or application of the benefit package may be subject to the Grievance/Arbitration process.

14.07 The Employer agrees to cover all employees under the *Workplace Safety and Insurance Act (WSIA)*.

14.08 Sick Credit Accumulation Bank

a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to personal illness, injury or medical emergency. Personal Emergency Leave can be used for death, illness, injury, medical emergency or urgent matter relating to family members (see Article 10.05 Personal Emergency Leave). Only ten (10) days can be used for Personal Emergency Leave.

b) There shall be a Sick Credit Accumulation Bank for each full-time employee in the active employ of the Association. Full-time employees shall accumulate sick credits at the rate of 1.75 days per completed month of full-time work to a maximum of fifty (50) days. An employee shall accumulate all unused sick leave at the end of each year, up to a maximum of fifty (50) days.

There shall be a Sick Credit Accumulation Bank for each part-time employee in the active employ of the Association. Regular part-time employees shall accumulate sick leave credits on the basis of three quarter (3/4) days per completed month of part-time service to a maximum of twenty-nine (29) days.

c) Where an employee is absent from work due to personal illness, injury or medical emergency or Personal Emergency Leave relating to family members, the employee shall not lose the employee's regular straight time earnings from the employee's regularly scheduled hours but shall draw from the employee's Sick Credit Accumulation Bank to the extent of ten days for Personal Emergency Leave and the

remainder of the days can be used for the employee's personal illness, injury or medical emergency to the extent of the employee's credits in the Bank.

- d) The prohibition in the ESA against requiring a note from a physician, registered nurse or psychologist applies only with respect to providing evidence that the employee is entitled to personal emergency leave/sick time. There may be some situations outside of the scope of personal emergency leave/sick leave where an Employer may need medical documentation in order to, for example, accommodate an employee, satisfy return to work obligations. The ESA does not prohibit Employers from requiring a note for these sorts of other purposes.

The Employer can ask the employee to provide from an individual who is not a physician, registered nurse or psychologist, which can provide the following information:

- The duration or expected duration of the absence
- The date the employee was seen by a health care professional
- Whether the patient was examined in person by the health care professional issuing the note

Employers cannot ask for information about the diagnosis or treatment of the employee's medical condition.

It is understood that at any time the employer requests a doctor's certificate, the employer will be responsible for the costs, if any, for such certificates.

- e) Employees who are injured during working hours in the course of their employment shall be entitled to receive full wages and benefits for the balance of their shift, without deduction being made from their Sick Credit Accumulation Bank. An employee who has received payment under this article for a compensable injury shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.
- f) Employees will have access to sick leave credits and/or Long Term Disability until such time as the employee's claim for benefits is approved by WSIB.
- g) Employees who are injured during working hours in the course of their employment, and who require care by a physician, shall receive transportation to the nearest physician or Hospital at the expense of the Association.
- h) Every effort shall be made by employees to schedule personal medical/dental appointments outside of their scheduled work hours. Where it is not possible to do so, an employee may attend to such appointments during working hours, provided that permission is received from the employee's manager as far in advance as possible. The period of absence required for such attendance shall be deducted from the employee's Sick Credit Accumulation Bank or from their Banked Overtime. It is understood that the employee's Sick Credit Accumulation Bank shall be deducted in

the amount of hours based on the length of absence. The Banked Overtime shall be reduced in real time.

14.09 The Association agrees that, in the event that a new client is received with a new infectious disease requiring immunization, the Association shall provide such inoculations for all employees at no cost to the employees.

14.10 Replacement Glasses

In the event of an employee's glasses being damaged as a result of client action, and Workplace Safety and Insurance Board denies reimbursement and or repair cost, the employee will be reimbursed the cost of the replacement up to a maximum of three hundred and fifty dollars (\$350.00).

14.11 Year of Employee Recognition

- a) All employees in the bargaining unit shall be eligible for recognition based on their length of continuous service with the Employer.
- b) Employees shall be recognized upon completion of one (1), five (5), ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) and thirty-five (35) years of continuous service.
- c) Recognition shall be provided in the form of a gift or equivalent benefit selected by the employee from a catalogue or comparable system established by the Employer.
- d) The value of recognition shall be as follows and shall not be reduced:
  - i) one (1) year of service;
  - ii) five (5) years of service;
  - iii) ten (10) years of service;
  - iv) fifteen (15) years of service;
  - v) twenty (20) years of service;
  - vi) twenty-five (25) years of service;
  - vii) thirty (30) years of service;
  - viii) thirty-five (35) years of service.
- e) Recognition shall be provided on or as close as practicable to the employee's service anniversary date, subject to operational requirements.
- f) Participation in the program shall be automatic. The Employer shall administer the program in a fair and consistent manner. Upon request, the Employer shall provide the Union with reasonable information respecting the administration of the provision.

## **ARTICLE 15 - WAGES**

- 15.01 The Employer shall pay the wage rates set out in Appendix "A".
- 15.02 Where an employee is assigned temporarily to perform the essential duties of a position with a higher rate of pay, the employee shall be paid at the rate of the position to which the employee has been assigned.
- 15.03 Where the Employer temporarily assigns an employee to the duties and responsibilities of a position with a lower rate of pay, the employee shall continue to be paid at the rate applicable to the position from which the employee was assigned.

## **ARTICLE 16 - MISCELLANEOUS**

### 16.01 Gender

The parties agree to amend the language in the collective agreement to be gender neutral, they them.

### 16.02 Bulletin Board

The Association agrees to provide a bulletin board for the purpose of posting union notices. Such notices will be signed and posted by officers of the Union only and will be in keeping with the spirit and intent of this Agreement.

### 16.03 Printing Contract

- a) The Employer will pay one-half of the cost of reproducing the Collective Agreement in a mutually acceptable form for employees and the Employer.
- b) The Employer agrees to distribute a copy of the Collective Agreement to all employees who have completed their probationary period.
- c) The Parties further agree that a copy of the Collective Agreement will be placed in all Program areas.

16.04 Notwithstanding any other provision of the Collective Agreement, attendance at non-mandatory staff meetings by regular part-time and casual employees shall be compensated at their regular hourly rate and such hours spent at staff meetings shall not be counted as hours worked for any provision in this Collective Agreement. Such meetings shall not exceed 1.5 hours.

### 16.05 Video/Audio Surveillance and RAM tracking

- a) The Employer and the Union agree that the primary purpose of the installation of video/audio surveillance equipment and RAM tracking or any GPS device is to ensure the safety, security, and well-being of clients and staff.

Video/audio surveillance and RAM tracking or any GPS device shall not be used to monitor employees on a continuous basis and shall only be accessed as a result of an incident, complaint or for training purposes arising from an incident, and routine maintenance.

Where the Employer intends to use video/audio surveillance and RAM tracking or any GPS device for disciplinary purposes, it shall provide the Union and the employee with an opportunity to review the video/audio surveillance at a time between the conclusion of the investigation and prior to the imposition of any discipline.

- b) The Union shall provide its recommendation on the placement and range of the existing video/audio equipment and RAM tracking or any GPS device through discussion with two (2) Union executives or designates. The Union may also provide suggestions on additional locations.

Prior to installing, moving, or modifying existing or new video/audio equipment and RAM tracking or any GPS device for general surveillance, the Employer shall advise the Union and, if requested, shall discuss the matter with two (2) Union executives or designates.

The Employer shall clearly mark all vehicles, identifying the vehicle is equipped with the capacity for GPS tracking.

#### 16.06 Policies and Procedure Manual

The Employer shall provide a copy of its Policies and Procedure Manual once approved by the Board of Directors. The Employer shall also provide the Union with updates.

#### 16.07 No Use of Personal Vehicles

No Bargaining Unit employee shall be required to use their personal vehicle for employer business.

#### 16.08 Workplace Violence

The Community Living Manitoulin's Workplace Violence Policy (HS-33) shall form part of the Collective Agreement. The Policy shall be reviewed by the Joint Health & Safety Committee on an annual basis. Points of disagreement concerning amendment(s) or the application of the Policy may be subject to the Grievance/Arbitration process.

- 16.09 For the duration of this Collective Agreement, the Employer will maintain the minimum number of 17 full-time and 20 part-time positions. It is understood that the Employer has the ability to hire more staff at their discretion.

#### 16.10 Professional Colleges

The parties agree that in the event that registration in a Professional College becomes an opportunity for members of the bargaining unit, the Employer and the Union will meet to discuss issues related to the establishment of the Professional College.

Furthermore, it is understood that bargaining unit members will not be required to become a member unless required by Ministry directive, regulation or legislation.

#### 16.11 Education Resources

The Employer and the Union will work with the Colleges to provide access to the DSW apprenticeship program to any employees who express an interest (while keeping in mind the operational needs of the Agency). If the college discontinue the program, the Employer and the Union will meet to negotiate all necessary protocols with another college to continue the apprenticeship program. The Employer agrees to work with the employees who are enrolled and grant them Leaves, if needed. When possible, the Employer will endeavor to work with the employee and the Union to consider alternatives to an unpaid leave.

If the Ministry provides funding for an approved educational and/or training program, the Employer agrees to pay the monetary bonus to the employees who complete the program.

#### 16.12 Pay Day

The Employer agrees that wages will be paid bi-weekly on every second Thursday. Employee's shall submit their bi weekly time sheets by no later than 9:00am Monday preceding the pay day. On each Tuesday by close of business preceding the payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. In those instances where the Monday preceding the pay day is a statutory holiday, Employee's shall submit their bi weekly time sheets by no later than 9:00 am Tuesday preceding the pay day. Further, it is understood that the itemized pay statement shall be received by no later than 8:30 am on Wednesday before the pay day. The employee's hourly rate is to be placed on the cheque stub.

If an employee has an error on their pay, the following shall apply:

The employee must notify the Employer of the error by 11:00 a.m. on the Wednesday before the pay day in order to receive the corrected amount of remuneration in the pay week. If the request is made after the afore mentioned time, the Employee will receive the adjusted payment for wages, overtime and other supplementary on the next pay period.

## **ARTICLE 17 - PENSION PLAN**

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

“Plan” means a retirement vehicle as determined by the Union.

“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.

17.02 Each Eligible Employee covered by this collective agreement shall, effective April 1, 2014, contribute for each pay period an amount equal to five (5%) percent of Applicable Wages to the Plan. The employer shall, effective April 1, 2014, contribute on behalf of each eligible employee for each pay period, an amount equal to five and a half (5.5%) percent of Applicable Wages to the Plan.

17.03 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.

17.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but is required to contribute only 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.

17.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Executive Director 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 Executive Director so requests.

For further specificity, the items required for each eligible Employee by Article 17.05 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)

Marital Status

17.06 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 in the form attached hereto as Schedule A.

17.07 The Parties agree that the Employer's obligation with respect to the Multi-Sector Pension Plan is limited to the requirements of the Collective Agreement and the Participation Agreement.

Notwithstanding the foregoing, the parties agree that in the event that the Employer should be compelled by legislation to be liable for any Pension Plan Deficits or to make payments in respect to the Pension Plan which exceeds those required under the terms of the Collective Agreement or the Participation agreement, the Parties will meet to have full discussions on the viability of the Plan and negotiate a method to relieve the Employer of this increased obligation.

## **SCHEDULE A**

### **PARTICIPATION AGREEMENT**

The Agreement made this 21 day of October 2016.

B E T W E E N:

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**(the “Employer”)**

- AND -

### **MULTI-SECTOR PENSION PLAN by its Trustees (the “Trustees”)**

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the “Plan”) by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 2624 of the CUPE (the “Union”), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 21 day of October, 2016 (the “Collective Agreement”), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated \_\_\_\_\_, as amended (“Declaration of Trust”) which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement.

It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Executive Director 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, which the Executive Director may reasonably require in order to properly record and process pension contributions and pension benefits.

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

i) To Be Provided Once Only At Plan 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)

Marital Status

EMPLOYER:

MULTI-SECTOR PENSION PLAN, by its Trustees

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**ARTICLE 18 - DURATION**

18.01 This Agreement shall continue in effect until 31<sup>st</sup> day of March, 2028 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.


18.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of ninety days prior to the expiration date of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.

18.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of notice, if requested to do so, unless mutually agreed in writing otherwise.


DATED AT Mindemoya, Ontario, this 4 day of May, 2026

**FOR THE UNION:**

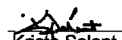
**FOR THE EMPLOYER:**

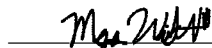
  
\_\_\_\_\_  
Lisa Durdle-Moore (2026-05-13 17:24:49 EDT)

  
\_\_\_\_\_  
Adrienne FARQUHAR (2026-05-12 09:15:14 EDT)

  
\_\_\_\_\_  
Michelle Lanktree (2026-05-05 19:03:50 EDT)

  
\_\_\_\_\_  
B. Closs (2026-05-08 09:44:56 EDT)

  
\_\_\_\_\_  
Krista Selent (2026-05-13 20:00:46 EDT)

  
\_\_\_\_\_  
Megan Wickert (2026-05-05 10:04:25 EDT)

  
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\_\_\_\_\_  
Pamela Lambert (2026-05-19 12:57:12 EDT)

**APPENDIX "A"**

**WAGE SCHEDULE**

**April 1, 2026– 2% hourly increase for all positions:**

<b>Positions</b>	<b>Start</b>	<b>6 month</b>	<b>1 years</b>	<b>2 years</b>	<b>3 years</b>
Direct Support Professional II	34.17	34.69	35.63	36.08	37.05
Direct Support Professional I	30.49	30.91	31.51	32.10	32.90

**April 1, 2027 – 3 % hourly increase for all positions**

<b>Positions</b>	<b>Start</b>	<b>6 month</b>	<b>1 years</b>	<b>2 years</b>	<b>3 years</b>
Direct Support Professional II	35.20	35.73	36.70	37.16	38.16
Direct Support Professional I	31.40	31.84	32.46	33.06	33.89

It is understood that the Pay Equity process is excluded from this process and is not incorporated in these wage increases.

Staff will be compensated at a flat rate of \$77.27 for the hours spent asleep.

## **APPENDIX “B”**

### **DEVELOPMENTAL SERVICES HUMAN RESOURCE STRATEGY**

March 19, 2010

#### **The intention of core competencies... outlining the principles:**

Every day in Ontario, thousands of direct support employees assist people with a developmental disability to live more inclusive and dignified lives. The quality of these services and supports has a direct impact on the quality of life for the people supported. The model of core competencies is designed to recognize and promote the personal motivations as well as the professional traits and behaviours that exemplify the best direct support employees in the sector. The guiding principles underlying the core competencies model include an integrated human resource approach that will inspire and recognize skilled, professional direct support employees and raise the dreams and aspirations of the people we support. The following statements of principle guide the implementation of the core competency model and outline its intent and benefits.

#### **Recognize the professional nature of direct support work:**

Supporting people with a developmental disability to live more inclusive and dignified lives is very rewarding work. Effective supports require creativity, motivation and many more professional traits and behaviours. The core competency model provides recognition of the professional nature of the work that we do every day.

#### **Recruit the right people:**

The core competency model is designed to enhance our ability to recruit people who share our values for more inclusive communities. The nature of our work demands that we recruit the best people we can and the core competency model will help us do that. An important goal of the Developmental Services Human Resource Strategy is to make the sector a career of choice for both new and experienced employees.

#### **Provide job enhancement opportunities and make career paths more transparent:**

The introduction of a core competency model in the sector is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent. The model provides the sector with a unique ability to assist direct support employees in fulfilling their career potential and to consider ongoing advancement. By clarifying the types and levels of core competencies for positions across the organization, the core competencies model provides the sector with an important tool for succession planning.

#### **Engage and inspire direct support employees to remain in the sector:**

By highlighting the professional nature of direct support work and creating career opportunities, the core competency model will improve retention in the sector. However,

the implementation of core competencies in the sector seeks to go beyond retention by striving for a more engaged and inspired workforce.

**Provide a strength based approach to developing and enhancing direct support work:**

Our professional work in support of people with a developmental disability is dedicated to seeing people grow, meet new challenges and aspire to new dreams. The core competency model reflects this attitude as a ‘going forward’ process for employees in the sector. Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback to enhance direct support work. The primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

**A foundation for increased and sustainable human resource capacity:**

Core competencies provide the foundation for the work of all the committees of the Developmental Services Human Resource Strategy. Implementing the core competencies model provides a consistent and coherent framework for meeting the challenges of transformation in the sector.

This document was initiated by the Human Resource Shared Interest Committee, a Committee of the Developmental Services Human Resource Strategy. This Committee is composed of individuals representing the interests of direct support workers across the Province – that is, corporate Union representatives from SEIU, CUPE and OPSEU, a non-union leader to represent the interests of non-unionized direct support workers, and sector representatives appointed by the Provincial Network, Human Resources Committee.

As well, this document has been endorsed by the Developmental Services Human Resources Strategy Steering Committee.

*Human Resource Shared Interest Committee:*

Nancy Wallace-Gero: Community Living Essex County, Chair, Human Resource Shared Interest Committee | Kathy Johnson: CUPE | Jim Beattie: CUPE | Sean Wilson: OPSEU | Sue Walker: OPSEU | Brad Philp: SEIU | Dave Ferguson: OCAPDD | Marion Peck: Madawaska Valley ACL | Eugene Versteeg: Christian Horizons | Andrew Lewis: Niagara Support Services/ Niagara Training & Employment Agency Inc | Steve Finlay: Steering Committee Co-chair, CL Oshawa-Clarington | Holly Duff: Project Coordinator, HR Strategy

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May 17, 2011

**LETTER OF UNDERSTANDING # 1  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2624**

**WORKLOAD ISSUES:**

- a) The Employer acknowledges that the management of workload is an Employer responsibility and that workload is of serious concern to bargaining unit employees. The Employer acknowledges that quality service delivery in accordance with the Services and Supports to Promote the Social Inclusion of Persons with Developmental Disabilities Act requires adequate staffing levels.

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and supported individuals and recognizes the inherent worth and dignity of every employee and supported individual.

- b) The Employer and the Union recognize that workload can fluctuate and therefore the Employer has an obligation to review workload on a regular basis, and ensure the fair, reasonable and equitable distribution of workload. The Employer acknowledges the important role the Union plays in identifying workload issues.
- c) The parties agree that the issue of workload shall be a standing item on the agenda of the Joint Consultation Committee (JCC). The Committee shall meet to discuss workload concerns, share information, and explore possible solutions. Discussions at the JCC shall be without prejudice to the rights of either party under the Collective Agreement.
- d) The Workload Committee will be comprised of a minimum of three (3) Union representatives appointed by the Union, one of whom shall be the President of the Local or their designate. The total number of management representatives will not exceed the total number of Union representatives. A Management or Union representative shall chair the Committee on an alternating basis.
- e) The Committee shall meet twice a year or at the request of either the Union or Employer.
- f) Time spent in attendance at Workload Committee meetings or attending to the work of the Committee as assigned by both Co-Chairs shall be considered as time worked. Further, Union members of the committee shall be entitled to preparation time prior to each and every meeting of the committee. Such preparation time will be provided at the expense of the Employer and will be considered as time worked.
- g) The Workload Committee shall have ongoing access to all of the Employer's and/or Ministry provided workload reports and/or statistics. When an employee or

manager triggers a workload assessment, the committee shall be notified and kept apprised of the steps being taken to resolve the issue.

- h) The Employer shall, upon request, forward to the Union a list of all bargaining unit employees and their respective workload assignments including the ratio of staff to supported individuals and any other information that could inform a workload review. The agency shall provide the union with quarterly reports outlining employee status, including, but not limited to, resignations, terminations, leaves, and transfers.
- i) The Workload Committee will conduct agency-wide workload reviews on a as required basis and make recommendations for addressing workload concerns. In this circumstance the Workload Committee will be able to review workload issues with any agency staff they deem appropriate to acquire sufficient knowledge of the issue in order to make recommendations.
- j) Individual employees may request in writing to the Workload Committee that the committee conduct a review of their workload and make recommendations to the Executive Director and Managers for addressing workload concerns.
- k) Recommendations to address workload concerns will be submitted in writing to the Executive Director who will respond in writing within ten (10) calendar days. Should a recommendation not be implemented, the reasons for the decision will be provided to the Workload Committee and the Workload Committee will revisit the issues that led to the recommendation.
- l) Factors to be taken into consideration in the assessment of workload may include but are not limited to the following:
  - Individual and team workload;
  - Number of workers on the team
  - Number of supported individuals with complex needs
  - Number of supported individuals with a history of aggressive behaviours
  - Status of individual time spent on case documentation and administrative tasks
  - Amount of required driving time
  - Team coverage due to prolonged leaves of absence and in case of emergencies
  - Leaves of absence, including vacation and prolonged illnesses
  - Committee work expectations including work pursuant to the Collective Agreement
  - Introduction of new technology and systems
  - Coaching and mentoring new staff
  - Workers' attendance at training
  - Workload during audits
  - Education leave
  - Work pursuant to the Collective Agreement
  - Agency defined best practices

- Other employment related duties or assignments
  - Addition administrative duties
- m) The Employer will notify the Union in writing of any workload assessments/reviews involving bargaining unit employees upon initiation of such assessment/review. The findings of the workload review of bargaining unit employees will be shared with the Workload Committee, in writing, within ten (10) working days of the conclusion of the workload review. An employee has the right to have Union representation at any meeting to review workload.
- n) The Employer agrees that workload reviews involving bargaining unit employees and the results of such reviews will not be used as the basis for discipline or form part of a performance evaluation of bargaining unit employees.
- o) Case Documentation  
The agency agrees that Managers will work with employees to ensure scheduled protected time for employees to complete case documentation and administrative requirements.
- p) Workload  
A dispute arising out of the interpretation or implementation of this Article shall be subject to the grievance and/or arbitration procedure as set out in the Collective Agreement. It is understood that the Union has the right to file a policy and/or individual/group grievance on behalf of any bargaining unit employee with respect to workload issues.

DATED AT Mindemoya, Ontario, this \_\_\_\_ 4 \_\_\_\_ day of \_\_\_\_ May \_\_\_\_, 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #2  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2624**

**RE: ADDITIONAL FUNDING**

This will confirm the agreement of the parties during the term of the Collective Agreement, with respect to the following matters:

In the event that the Ministry of Community and Social Services provides the Employer with funding for wages and/or benefits, and/or targeted funding for wages and/or benefits in excess of the funding for the already-negotiated wage increases, the Employer shall meet with the Union Negotiating Committee and CUPE National Representative shall meet to negotiate the method of allocation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding.

This Letter of Agreement forms part of the Collective Agreement.

DATED AT Mindemoya, Ontario, this   4   day of   May  , 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #3  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CUPE AND ITS LOCAL 2624**

**RE: EMPLOYER LOBBY AND CENTRAL BARGAINING FORUM**

The Employer and the Union agree to lobby the Provincial government for increases to base funding.

The Employer will continue to lobby, individually with local Members of Provincial Parliament, and through the Annual Budget process for increased funding to improve wages and benefits for its workers.

The Employer further agrees to lobby, collectively through Community Living Ontario and Ontario Agencies Supporting Special Needs (OASIS) for increased funding to improve wages and benefits for its workers.

The Employer agrees to meet and work with the Union and other agencies to learn and have meaningful discussion regarding the development of structures and possible options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

The parties agree to participate and support a Central Bargaining Table to explore a single common benefit package for all participating developmental services agencies in Ontario.

A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access to services and supports across the province.

DATED AT Mindemoya, Ontario, this   4   day of   May  , 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #4  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2624**

**RE: RESPECTFUL WORKPLACE**

**1. RESPECTFUL WORKPLACE**

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

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

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

**2. DEFINITIONS**

Although disrespectful behaviour, disruptive workplace conflict and harassment can be defined, in practice they overlap. The following definitions, although not all-inclusive, have been designed to accommodate the different types of concerns that may arise.

Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:

- rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations;
- actions that invade privacy or personal property or unwelcome gestures;
- display or distribution of electronic material that offends.

A disruptive workplace conflict is defined as an ongoing dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

DATED AT Mindemoya, Ontario, this 4 day of May, 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #5  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CUPE AND ITS LOCAL 2624**

The Parties agree to the following under the provision that the Ministry provides the funding:

**EDUCATION RESOURCES**

All employees who complete the Ministry directed core competency training program, or a jointly agreed to alternative training program, shall receive an allowance of \$700.00 for each of the first two years of this Agreement. Such training is to be scheduled by each Agency and delivered to all employees no later than six (6) months after ratification.

The training allowance shall be a pro-rata amount for employees who work less than full time hours. The pro-rata amount shall be paid based on the average hours worked in a consecutive 8 week period between the ratification of this agreement and the training.

DATED AT Mindemoya, Ontario, this 4 day of May, 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #6  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CUPE LOCAL 2624**

**PROFESSIONAL DEVELOPMENT**

**CORE COMPETENCIES**

In the event core competencies is introduced in the workplace, it is agreed that content of the Developmental Services Human Resources Strategy document entitled “The intention of Core Competencies... outlining the Principals” dated March 19, 2010 as set out in Appendix B shall be the conditions by which the initiative is operationalized within the workplace.

Note: The intention of Core competencies document to be appended to the Collective Agreement is attached as Appendix B of this Collective Agreement.

DATED AT Mindemoya, Ontario, this \_\_\_\_ 4 \_\_\_\_ day of \_\_\_\_ May \_\_\_\_\_, 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #7  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CUPE LOCAL 2624**

**DUTY TO ACCOMMODATE:**

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, EI, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.

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
- Participate in discussions about solutions, and
- Work with the employer and the union on an ongoing basis to manage the accommodation process

The Union must:

- Take an active role as a partner in the accommodation process
- Share joint responsibility with the employer to promote accommodation
- Support accommodation measures regardless of the collective agreement and
- Maintain the confidentiality of persons with disabilities

The Employer is required to:

- Accept accommodation requests in good faith as appropriate to the employee's position
- Request 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
- Deal with accommodation requests in a timely way, and
- Bear the cost of any requested medical information or documentation

DATED AT Mindemoya, Ontario, this 4 day of May, 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

**LETTER OF UNDERSTANDING #8  
BETWEEN  
COMMUNITY LIVING MANITOULIN  
AND  
CUPE LOCAL 2624**

**INCLEMENT WEATHER**

This Letter of Understanding is entered into between the Employer and the Union regarding the working conditions during periods of inclement weather. The parties agree as follows:

1. Attendance During Inclement Weather  
Employees shall make every reasonable effort to attend the workplace during periods of inclement weather. However, if an Employee is unable to attend due to road closures or advisories from local police authorities recommending motorists stay off the roads, the Employee shall not suffer any loss of pay for the time missed.
2. Work from Home Accommodations  
Where able, the Employer may provide accommodations for Employees to work from home when they are unable to travel to the office due to inclement weather.
3. Travel to Meet Clients  
No Employee shall be expected to travel to meet clients when local authorities have advised against driving.
4. Work Location During Extreme Weather  
During wet, stormy, extremely cold, or extremely hot weather conditions, the Employer shall provide work indoors. No Employee shall be required to work outdoors during such conditions.
5. Compensation for Extended Shifts  
Any Employee unable to leave the workplace due to inclement weather shall be compensated at a rate of time and one-half (1.5x) for every hour worked beyond their scheduled shift.
6. Protection from Discipline  
No Employee shall be disciplined for refusing to come into work when the conditions described in Section 1 apply.
7. Travel and Accommodation  
Where an Employee is travelling alone or with a supported individual and, due to weather-related safety concerns outlined in Section 1, is unable to return as scheduled, the Employee shall be entitled to hotel accommodation. Such accommodation shall be approved where practicable, and approval shall not be unreasonably withheld.

DATED AT Mindemoya, Ontario, this   4   day of   May  , 2026

**FOR THE UNION:**

**FOR THE EMPLOYER:**

