

COLLECTIVE AGREEMENT

Community Living Essex County
(the Employer)

COMMUNITY
Essex County



AND

CUPE Local 3137
(the Union)



EFFECTIVE April 1, 2026 to March 31, 2029

3 - MANAGEMENT RIGHTS	4
4 - NO DISCRIMINATION	4
6 - CHECK OFF.....	6
7 - NEW EMPLOYEES.....	7
8 - GRIEVANCE PROCEDURE	7
9 – ARBITRATION	8
10 - DISCHARGE AND DISCIPLINE	8
11 - POLICY GRIEVANCE	9
12 - PERSONNEL RECORDS.....	10
13 - NO STRIKES OR LOCKOUTS.....	10
14 - SENIORITY	10
15 - PROMOTIONS AND JOB POSTINGS	13
16 - TRANSFERS WITHIN THE BARGAINING UNIT	14
17 - HOURS OF WORK	15
18 - OVERTIME	17
19 - PAID HOLIDAYS.....	19
20 - VACATIONS.....	20
21 - SICK LEAVE	22
22 - LEAVE OF ABSENCE	23
23 - BEREAVEMENT LEAVE.....	24
24 – PREGNANCY, ADOPTION AND PARENTAL LEAVE	25
25 - JURY, CORONERS AND CROWN WITNESS LEAVE	26
26 - PAYMENT OF WAGES AND CLASSIFICATIONS	26
27 - MILEAGE	26
29 - HEALTH AND SAFETY	29
30 - BULLETIN BOARDS	30
31 - PICKET LINES	30
32 - JOB SECURITY.....	30
33 - COPIES OF AGREEMENT	31
34 - JOB EVALUATION.....	31
35 - EMPLOYEE RELATIONS COMMITTEE	31
36 - TERM AND EFFECTIVE DATES.....	32
APPENDIX 1	33

THIS AGREEMENT entered into as of the 31st day of March 2026.

COMMUNITY LIVING ESSEX COUNTY

hereinafter called the "EMPLOYER"

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL NUMBER 3137

hereinafter called the "UNION"

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees while we strive to support persons with developmental disabilities in the best way we can. This agreement also provides a process for the prompt and equitable disposition of grievances, with the goal of promoting the morale and well-being of all employees.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in the County of Essex save and except supervisors of staff, persons above the rank of supervisor of staff, Executive Assistant, Human Resources Officer, Volunteer and Staff Development Officer, persons employed under the category of employment opportunity projects, persons employed as In-Home Workers and students employed during the school vacation period.

2.02 Employees shall not make any written or verbal agreement with the employer that conflicts with the terms of this Collective Agreement.

2.03 All official communication arising out of this Agreement shall go through the Executive Director (or delegate) and the Union's Recording Secretary with a copy to the Union President.

2.04 Any mutually agreed changes to this Collective Agreement shall be in writing and signed by the parties hereto and shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

2.05 Should a merger or amalgamation with any other agency be required or planned, the Employer shall promptly involve the Union in discussions in order to use the collective efforts of the Employer and Union to attempt to retain the present seniority and benefits of the existing employees.

2.06 The parties agree that the minimum standards set by the Employment Standards Act, 2000 and its regulations, as amended from time to time, apply to employees covered by this Agreement. Where this Agreement provides a greater right or benefit, the terms of this Agreement prevail; otherwise, the ESA minimum standards apply.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the management, control and supervision of the Employer's operations and services and the direction of its working force are vested solely and exclusively in the Employer, and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline employees provided that a claim by an employee who has completed their probationary period that they has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided;
- c) determine in the interests of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
- d) determine the number of personnel required, services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- e) make and enforce and alter from time-to-time rules and regulations to be observed by all employees. Prior to implementation, an Employer representative or representatives will meet with the Union President to advise the Union President of any new or altered rules or regulations, and to give consideration to any comments from the Union President. Any new or altered rules or regulations shall be posted, with a hard copy and electronic copy to the Union, at least seven (7) calendar days before they come into effect.

3.02 The Employer agrees that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

3.03 Supervisors, volunteers, students and workfare participants shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off or loses any regular hours of work.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restriction, or coercion exercised or practiced by either party, or by any of their representatives or members, toward any employee because of membership or non-membership in the Union.

4.02 The Employer and the Union agree that there shall be no discrimination, harassment, or reprisal in employment contrary to the Ontario Human Rights Code.

4.03 The Employer shall establish and maintain policies respecting Workplace Harassment and Workplace Violence in accordance with applicable legislation. The Employer agrees to secure agreement from the Union President for any changes to the said policy which direct affect employees, unless otherwise requested by legislation or other similar legal authority.

ARTICLE 5 - REPRESENTATION

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select five (5) Stewards, two of whom shall be Lead Stewards. An employee may request any Steward that they choose to represent them provided such Steward is available so as not to delay the holding of any proceeding or meeting which requires the presence of the employee's Steward. Each Steward shall have attained seniority. In the absence of the Steward chosen by an employee, the Lead Steward shall have jurisdiction to act.

5.02 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. In accordance with this acknowledgement, Stewards shall not absent themselves from their work without first obtaining the permission of their immediate supervisors, such permission not to be unreasonably withheld, nor shall such Stewards absent themselves from their work for more time than is reasonably necessary in order to process grievances. In accordance with this understanding, the Employer shall not make any deductions from the regular pay of a Steward for time so spent during their regular working hours.

5.03 The Employer shall not be liable for the pay of any Steward or for any other member of any committee provided for herein or for any employee represented by the Union when such person is absent from work in the preparation for or attendance at arbitration hearings.

5.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of the President, Recording Secretary and the Lead Steward or Steward involved in the grievance under consideration, of which Grievance Committee the President shall be the Chairperson. The Employer will recognize and deal with the said Committee as provided in the Grievance Procedure.

5.05

- a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees, at least one (1) of whom must be a part time employee, with one (1) alternate to act only in the absence of one (1) of the regular members of the Committee, all of whom have attained at least six (6) months' seniority, and will recognize and deal with the said Committee with respect to negotiations for a renewal of this Agreement.
- b) Employees on the Negotiating Committee shall suffer no loss of wages or benefits for time spent in negotiating with the Employer for the renewal of this Agreement during their regular working hours up to and including any meeting or meetings scheduled by a Conciliation Officer or a Mediation Officer of the Ministry of Labour. When an employee on the Negotiating Committee has been assigned to work on a shift immediately preceding or immediately following a scheduled negotiating session, up to and including any meeting or meetings scheduled by a Conciliation Officer or a Mediation Officer of the Ministry of Labour, such employee will be excused from this assignment and will suffer no loss of pay at the employee's regular rate as a result of being excused from the assignment.

5.06 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the Employer.

5.07 The Union shall notify the Executive Director in writing of the names of the Stewards and the name of the Lead Stewards, the names of the other Stewards on the Grievance Committee, and the names of the Negotiating Committee. Until the Employer has been notified in writing the Employer shall not be required to recognize such person.

5.08 The Employer shall make no deduction from the pay of the members of the Grievance Committee for time spent in the step 2 grievance meeting with the Executive Director or designated representative.

5.09 When a Steward or the Union President or the Union President's designate is called in specifically to provide representation at a disciplinary meeting at other than the Steward's or the Union President's or such designates regularly scheduled hours, such Steward or Union President or such designate shall be paid for the time spent in attendance at the meeting at their regular rate of pay.

ARTICLE 6 - CHECK OFF

6.01 The Employer shall deduct from every employee, commencing with the first pay period, an amount equal to the Local 3137 dues levied by the Union on its members.

6.02 The Employer shall forward in one cheque the dues deducted, accompanied by a list of the names indicating the amount so paid by each employee and the Deduction of Union Dues form (Appendix 1), to the National Secretary Treasurer of the Union not later than the 15th day of the month following the month in which such dues were deducted.

6.03 The Union shall notify the Employer electronically of the amount of such monthly dues from time to time and one (1) month prior to any change in the amount of the said dues becoming effective.

6.04 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of the monthly Union dues from employees' salaries in accordance with this Agreement.

6.05 The Employer shall type in the Income Tax (T4) slips given to each employee the amount of Union dues paid by each employee in the previous year.

6.06 The Employer shall provide the Union Secretary, in January and July of each year, with an electronic listing of seniority employees' names and contact information as recorded in the Employer's Human Resources Information System (HRIS).

Employees shall be responsible for maintaining the accuracy of their personal contact information within the HRIS.

The Employer shall not be responsible for inaccuracies resulting from information not updated by the employee. The Union agrees the information will be used for Union representational purposes only and will be safeguarded.

ARTICLE 7 - NEW EMPLOYEES

7.01 The Employer agrees to acquaint employees at the time of their hiring with the fact that a union agreement is in effect and bring to their attention the provisions dealing with the Dues Check off.

7.02 At orientation sessions held by the Employer for new employees, a Union Representative shall be provided up to fifteen (15) minutes, without the presence of management, to address new bargaining unit employees for the purpose of Union orientation. The Union's presentation will occur at a scheduled time during the orientation as determined by the Employer. The Employer will provide the Union with reasonable advance notice of the scheduled date and time.

7.03 By the 10th day of each calendar month the Employer shall advise the Recording Secretary of the Union in writing of the names, addresses and telephone numbers of all new employees hired during the previous month and their work location.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.

8.02 It is the mutual desire of the parties hereto that employees' complaints be dealt with as soon as possible. No employees shall file a grievance under Article 8.03 until the employee has first discussed their complaint with their immediate supervisor, accompanied by their Steward if desired. Failing settlement of the complaint within seven (7) calendar days, an employee may present a grievance in accordance with Article 8.03. It shall be optional to the Employer to decline to consider any grievance the alleged circumstances of which originated or occurred more than seven (7) calendar days prior to its presentation. Grievances shall be submitted in writing signed by the grievor and the Union Steward and replies to grievances shall be in writing at all steps.

8.03 Step 1: An employee having previously discussed their complaint with their immediate supervisor and the complaint not having been resolved, shall directly or assisted by their Steward submit a grievance signed by the grievor and the Union Steward to the employee's Director. The Director of their program shall hold a meeting with the Union Steward and shall render their decision to the employee or to the Chairperson of the Grievance Committee within seven (7) calendar days next following receipt of the grievance.

8.04 Step 2: If the decision of the employee's Director is not acceptable to the Union, the Union may appeal the decision to the Executive Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days of the receipt of the decision of the employee's Director. If the grievor is not available to sign the appeal notice within the relevant time limit, such appeal notice may be signed by a second Union Steward or the President of the Local in lieu of the grievor. Thereupon the Grievance Committee shall meet with the Executive Director or their designated representative, to deal with the grievance. The Executive Director, or their designated representative, shall render their decision within seven (7) calendar days of the meeting with the Grievance Committee. In the event that the decision of the Executive Director is not satisfactory to the Union, the Union may invoke the arbitration provisions of this Agreement provided written notice of the Union's intention to proceed to arbitration is given to the Executive Director within sixteen (16) calendar days of the receipt of the decision of the Executive Director.

8.05 The above time limits may be extended by mutual agreement between the parties. Where a paid holiday or paid holidays set out in Article 19 fall within a time limit for the taking of any step in the grievance procedure, the time limit will be automatically extended by an equivalent number of calendar days. However, such time limits referred to above shall be construed as mandatory. Failure to comply with the time limits by the employee or the Union shall be deemed an abandonment of the grievance. Failure of the Employer to reply within the time limits shall entitle the employee or the Union, as provided above, to proceed to the next step.

8.06 The parties agree that Section 48(16) of the Labour Relations Act shall not have application to this agreement. The parties agree that Section 49 of the Labour Relations Act shall have application to this agreement.

8.07 At any meeting during the grievance procedure, the grievor shall have the right to be present. At the second step meeting of the grievance procedure, the parties may have the assistance of the employee or employees involved and, if agreeable to both parties, any necessary witnesses.

ARTICLE 9 – ARBITRATION

9.01 Any grievance which has not been settled under the Grievance Procedure may be referred to arbitration in accordance with the procedure and time limit set forth in Article 8.04. If no such notice is given in accordance with the procedure and time limit set forth in Article 8.04, the grievance shall be deemed to have been settled or withdrawn. The Union's notice of intention to proceed to arbitration shall state clearly the matter referred to arbitration. Within fourteen (14) calendar days thereafter, or such longer period as may be mutually agreed upon by the Employer and the Union, the Employer and the Union will endeavour to agree upon an arbitrator. If an arbitrator is not agreed upon within such time limit, either party may request the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

9.02 Except as provided in Section 50 of the Labour Relations Act, no person shall be appointed as the arbitrator who has been involved in an attempt to negotiate or settle the grievance.

9.03 The parties shall equally bear the expenses and fees of the arbitrator.

9.04 The arbitrator has no power to alter, modify, amend or add to the provisions of this Agreement or to make any decision inconsistent with the terms of this Agreement.

9.05 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee or employees affected by it.

ARTICLE 10 - DISCHARGE AND DISCIPLINE

10.01 A claim that an employee who has completed their probationary period has been discharged without just cause shall be treated as a special grievance if a written statement of such grievance signed by the employee is lodged with the Executive Director within seven (7) calendar days of such discharge. Such special grievance shall then be processed at Step 2 of the Grievance Procedure. Notwithstanding anything contained in this Agreement to the contrary, the Employer shall be entitled to discharge a probationary employee during their probationary period for such reasons as are sufficient to the Employer.

10.02 Such special grievance may be settled by the parties by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the parties.

10.03 When an employee is called to an interview by a member of management, the employee shall be informed prior to the interview of the alleged incident which the Employer then believes may result in discipline to the said employee and shall also be informed of their right to union representation at the meeting. Unless the employee otherwise directs in writing, the member of management shall send for the employee's Steward and inform the union prior to the interview of the alleged incident which the Employer then believes may result in discipline to the said employee. Where reasonably possible, will ensure that the Steward is relieved of their regular duties to attend. The interview will not proceed until the Steward is present and has been given an opportunity to meet privately with the employee prior to the meeting for a period not to exceed fifteen (15) minutes. Should the employee direct in writing that they are waiving union representation, the meeting will proceed between the employee and the member of management, and notice of the employee's direction waiving union representation shall be forwarded to the Chief Steward by e- mail twenty-four (24) hours in advance of the meeting between the employee and management.

10.04 A copy of all disciplinary notices will be given to the employee and to the Lead Steward. The notice shall state the reason or reasons for the discipline. Upon written request from the Union, the Employer shall provide to the Lead Steward disclosure of the facts relied upon to justify such discipline. In the event that any claim is made against the Employer by an employee by reason of the release of such a notice to the Lead Steward, the Union agrees to indemnify and save harmless the Employer from such claim.

10.05 No disciplinary action shall take place later than seven (7) calendar days after the Employer becomes aware of the circumstances giving rise to the cause for discipline, unless the employee is absent on the seventh calendar day in which event the time limit shall be extended until the end of the first working day upon which the employee thereafter returns to work.

ARTICLE 11 - POLICY GRIEVANCE

11.01 A policy grievance may be filed by the Union or by the Employer. A policy grievance is defined as one which involves a difference arising between the Union and the Employer concerning the interpretation or violation of a provision of this Agreement and does not involve the assertion of an individual employee's rights. The provisions of this Article shall not be used with respect to a grievance directly affecting an individual employee which such employee could institute. A policy grievance shall be lodged at Step 2 of the grievance procedure not later than fourteen (14) calendar days following the date on which the alleged circumstances giving rise to the policy grievance originated or occurred. If filed by the Employer, the policy grievance shall be delivered in writing to the Chairperson of the Grievance Committee. If filed by the Union the policy grievance shall be delivered in writing to the Executive Director. If not settled between the parties within fourteen (14) calendar days after delivery of the policy grievance, it may thereafter be submitted to arbitration in accordance with the arbitration procedures herein prescribed.

ARTICLE 12 - PERSONNEL RECORDS

12.01 (a) An employee shall have the right at reasonable intervals outside the employee's working hours (or with the prior approval of the Program Manager within the employee's working hours) to have access to and to review their personnel file at a time reasonably convenient to the Executive Director or their designated appointee for this purpose, and after arranging an appointment at the central business office of the Employer. The employee shall have the right to respond in writing to any document contained in their personnel file by delivering such response to the Program Manager. An employee shall have the right to make copies of any material in their personnel record at the employee's expense.

(b) A suspension shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued, and any letter of reprimand and any written verbal warning shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued, in both cases, provided that the employee has received no further disciplinary action for a similar infraction within the above respective time periods.

ARTICLE 13 - NO STRIKES OR LOCKOUTS

13.01 In view of the orderly procedure established for the disposition of employees' complaints and grievances, the Employer agrees that it will not cause or direct a lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. "Strike" and "Lockout" shall have the meanings as set out in the Labour Relations Act of Ontario.

ARTICLE 14 – SENIORITY

14.01 (a) Seniority is defined as the length of service in the bargaining unit, for part time employees computed in accordance with the provisions of Article 14.03 and shall include service with the Employer prior to the certification of the Union, computed from the date of last hiring by the Employer. An employee who has been employed continuously under a series of employment contracts shall have his/her seniority computed from the date of the first hiring under the continuous series of employment contracts. A continuous series of employment contracts shall mean a series of employment contracts which are broken by no more than five (5) working days.

(b) Seniority shall operate on a bargaining unit wide basis.

14.02 Seniority List

(a) A bargaining unit-wide Seniority List shall be established and maintained for all full-time employees who have completed their probationary period. The list shall show each employee's seniority in accordance with this Agreement.

(b) A bargaining unit-wide Seniority List shall be established and maintained for all part-time employees who have completed their probationary period. The list shall show each employee's accrued seniority. For the purposes of this Agreement, part-time seniority shall be calculated on the basis of hours worked, with one (1) year of seniority equal to one thousand eight hundred and fifty (1,850) hours worked.

(c) The Employer shall prepare and post updated full-time and part-time Seniority Lists four (4) times per year, on January 1, April 1, July 1, and October 1. The lists shall be posted digitally and provided to the Chairperson of the Grievance Committee.

(d) The Seniority Lists shall be used for all purposes under this Agreement where seniority applies, including but not limited to scheduling, allocation of hours, entitlements, job postings, transfers, layoffs, recalls, and other employment-related decisions.

(e) Any employee appearing on a Seniority List for the first time, or who believes their seniority is incorrect, shall notify the Employer within twenty (20) calendar days of the posting. If no objection is raised within this period, the list shall be deemed correct.

(f) Where a part-time employee is appointed to a full-time position, their full-time seniority date shall be calculated by converting their accumulated part-time hours to seniority on the basis that one (1) year of seniority equals one thousand eight hundred and fifty (1,850) hours worked. The resulting seniority shall be backdated from the employee's start date in the full-time position to establish their full-time seniority date.

(g) Where a full-time employee moves to a part-time position, their full-time seniority date shall cease to apply. The employee's part-time seniority shall be calculated based on their total lifetime hours worked with the Employer, calculated on the basis that one (1) year of seniority equals one thousand eight hundred and fifty (1,850) hours worked.

(h) Seniority shall not be maintained concurrently in both full-time and part-time classifications. An employee shall hold seniority in only one classification at a time, based on their current employment status.

NOTE: Agreement to these terms will eliminate the memo dated February 19, 2015 regarding "Determining the top candidate for posted positions".

14.04 Loss of Seniority

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

- (a) the employee quits;
- (b) the employee is discharged, and such discharge is not reversed through the grievance procedure;
- (c) the employee is absent for more than three (3) consecutive scheduled working days without permission or without a satisfactory reason. In the case of illness, absence must be supported by a doctor's certificate for any period in excess of three (3) working days;
- (d) the employee performs no work for the Employer for a continuous period of two (2) years. It is understood that in the appropriate circumstances there is an obligation on the Employer under the Ontario Human Rights Code to accommodate the employee by reason of disability. Provided with respect to an employee who is entitled to sick leave credits and who is absent due to sickness or accident and in receipt of sick leave credits the period of absence shall be calculated from the time that the employee's accumulated sick leave credits are exhausted.

(e) the employee has been laid off and fails to return to work within nine (9) calendar days after notification to do so has been sent to him/her by registered mail, or by such other method that is appropriate at the time, to the last address on record with the Employer. It is the obligation of the employee to maintain on record with the Employer an address at which registered mail can be received by him/her or on their behalf at all times;

(f) the employee retires;

(g) the employee fails to report for work at the expiration of a leave of absence unless a satisfactory reason is given or uses a leave of absence for a purpose other than that for which it was granted.

14.05 Layoffs and Recalls

(a) A layoff for full-time employees or Part-Time Support Workers II shall be defined as a reduction in the work force, or a reduction in the regular hours which is not applied uniformly to all full-time employees or to all employees holding the classification of Part-Time Support Workers II.

(b) In the event that a layoff is to take place, probationary employees will be first laid off, and thereafter employees affected will be laid off in reverse order of their seniority provided that the application of this provision shall be consistent with the employees being retained at work having the ability and qualifications to perform the work required. An employee who has been displaced shall be entitled to assert their seniority against any employee having less seniority provided such employee has the ability and qualifications to perform the work required. Employees shall be recalled to work after a layoff following the reverse procedure. Where the layoff occurs in a full-time position or positions, only full-time employees will be laid off, and a full-time employee can displace only another full-time employee. Similarly, where the lay off occurs in a part time position or positions, only part time employees will be laid off, and a part time employee can displace only another part time employee. On recall, full time employees will be given priority on recall to a full time position before part time employees will be considered for recall to a full time position, and part time employees will be given priority on recall to a part time position before full time employees will be considered for recall to a part time position.

(c) No new employees will be hired until employees then on layoff who have the ability and qualifications to do the work have been recalled.

(d) Except when caused by a reason or reasons beyond the control of the Employer,

(i) all seniority employees about to be laid off for a period not to exceed thirteen (13) weeks shall receive at least fourteen (14) calendar days' notice prior to the effective date of the layoff, or shall be paid for the employee's normal scheduled days of work within the period between the length of notice they did receive and fourteen (14) calendar days,

(ii) where the layoff is expected by the Employer to exceed thirteen (13) weeks, all seniority employees about to be laid off shall receive at least thirty (30) days' notice prior to the effective date of the layoff, or shall be paid for the employee's normal scheduled days of work within the period between the length of notice they did receive and thirty (30) calendar days.

(e) In the event of a layoff expected by the Employer to exceed eight (8) weeks, the Employer will meet with the Union President to discuss the implications of the proposed layoff and/or possible alternatives to the layoff.

14.06 Seniority Outside Bargaining Unit

If an employee is or has been transferred to a position which is not subject to the provisions of this Agreement, they shall retain their seniority for a period of eighteen (18) months if filling a contract period or six (6) months if filling a permanent vacancy. If transferred back by the Employer to a position subject to the provisions of this Agreement, they shall carry their seniority with him/her and shall exercise their seniority to displace any employee with less seniority in accordance with Article 14.05. After eighteen (18) months for a contract period or six (6) months for a permanent vacancy, all seniority shall be lost.

ARTICLE 15 - PROMOTIONS AND JOB POSTINGS

15.01 In the event that new positions are created under this Agreement, or where permanent vacancies or temporary vacancies of a fixed duration of more than three (3) months occur in existing positions (excluding parental, maternity and adoption leaves for part time employees), the Employer shall post the position electronically through the Employer's Human Resources Information System (HRIS). The HRIS shall constitute the official posting location for the purpose of this Agreement.

Employees shall receive electronic notification of postings through the HRIS and by email. The Employer shall ensure reasonable access to postings for employees who are on leave or who do not regularly access the HRIS, including by email notification or other reasonable methods.

The Employer may fill a vacancy on a temporary basis; however, any such vacancy shall be posted within three (3) weeks of being temporarily filled.

Job postings shall remain open for seven (7) calendar days and shall include:

- the nature of the position;
- required qualifications;
- block of hours;
- initial location; and
- the applicable salary rate or range.

Employees wishing to apply for a posted position shall submit their application through the HRIS in accordance with the instructions on the posting.

All applicants shall be considered in accordance with Article 15.02, having regard to the seniority provisions outlined in Article 14. For greater clarity, seniority shall be determined exclusively by the most recently posted and unchallenged Seniority List under Article 14.02, and where applicable, Part Time Support Worker I and II applicants shall be ranked in accordance with Article 14.03 for competition purposes only.

The successful applicant shall be placed in the position as soon as reasonably possible following the completion of the posting period and, where practicable, within six (6) weeks, unless extended by mutual agreement of the Employer and the Union.

During the posting period and until the successful applicant is placed into the position, the Employer may fill the position on a temporary basis

15.02 Subject to Article 16.04, promotions and transfers within the scope of this agreement shall be awarded by seniority, as defined in Article 14, provided that the applicant has the skills, ability and qualifications to perform the work required, including meeting the needs of the person(s) supported.

15.03 The successful applicant from within the bargaining unit shall be subject to a trial period of up to one (1) calendar month worked during which period, if the successful applicant's services are unsatisfactory to the Employer, or if the employee finds the new position unsatisfactory and so advises the Employer, the employee shall be returned to the employee's former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of the rearrangement of positions including those who have resigned a higher classification shall also be returned to their former positions and salary rates without loss of seniority. If the successful applicant satisfactorily completes the aforesaid trial period of one (1) month, the Employer will confirm such employee in the new position on the expiry of the aforesaid one (1) month worked.

15.04 An employee who is awarded and confirmed in a position shall not be entitled to apply for another posted position for a period of six (6) months following confirmation, except where the employee is in a temporary position applying for a permanent position, or where written approval is granted by the Executive Director, or where the position provides a higher rate of pay.

15.05 If there are no applicants for a posted job within the posting period or no qualified applicants in accordance with Article 15.02, the Employer shall be entitled to fill the job in any manner it sees fit within three (3) months of the expiry date of the posting.

15.06 The vacancy left by the successful applicant shall also be subject to the job posting procedure set forth in this Agreement, as will the next resulting vacancy, but all subsequent vacancies resulting therefrom may be filled by the Employer in any manner it sees fit.

15.07 Job postings shall be made available electronically to the Union through the Employer's HRIS or by electronic transmission. The Recording Secretary shall be advised of the name of the successful applicant by email.

ARTICLE 16 - TRANSFERS WITHIN THE BARGAINING UNIT

16.01 Employees temporarily transferred to a higher classification for a period of at least one (1) full working day shall receive the wage rate in the salary range for that higher classification which is next highest to their current rate from the commencement of that working day.

16.02 Employees temporarily transferred at the request of the Employer to a lower classification shall continue to receive their normal rate of pay.

16.03 Where an employee temporarily transfers to another location or classification or upon termination of any leave of absence, the employee shall return to their previous classification and location, unless there has been some change in the program necessitating another assignment of the employee. Where such transfers occur the employer will notify the union, in writing, within ten (10) working days.

16.04 While the Union recognizes the Employer's right to assign employees to the locations that best meet the interests of the people supported and program needs, the Employer acknowledges that, prior to

permanently transferring an employee, the Employer shall, where practical, at least two (2) weeks in advance of the permanent transfer, advise the affected employee and the Union, unless the employee directs otherwise, and advise of the reasons for the transfer. Such transfers may be affected without regard to seniority.

16.05 Where the Employer permanently transfers an employee from one location to another, such transfer shall not result in the demotion of the employee to a lower paid classification or a reduction in the employee's normal hours, unless by mutual agreement between the employee and the Employer or if the demotion is a result of disciplinary action. If a transfer from one location to another is not the result of disciplinary action, the employee may immediately apply for vacancies which become available.

ARTICLE 17 - HOURS OF WORK

17.01 The Employer shall prepare and post work schedules at least three (3) weeks in advance to cover a two (2) month period. There shall be no change in an employee's work schedule within forty-eight (48) hours of the commencement of the shift affected, except in an emergency or by mutual agreement of the Employer and the affected employee(s).

17.02 Employees within the program will be called for available shifts based on their seniority. Thereafter, employees who have been oriented to the program location will be called based on seniority within the bargaining unit. Provided however, that the Employer is not required to call an employee where the available hours will result in overtime for the employee.

17.03 (a) The normal hours of work for all full-time employees shall be forty (40) hours per week, scheduled in shifts between 3 and 12 hours in duration, including a one half (1/2) hour paid lunch period. The hours that a full-time employee works are established from time to time by the Job Descriptions for the respective positions.

A full-time employee shall be paid the regular hourly rate for all hours of work up to 40 hours per week.

(b)

- i. A Community Living Part-Time Support Worker II is any part-time employee working in a designated part-time position which has been so designated by the Employer in accordance with the following principles:
 - (a) A designated part-time position must have a minimum of twenty- seven (27) regularly scheduled paid hours per week;
 - (b) The number of designated part-time positions in each location will not exceed two-thirds (2/3) of the total number of part-time sets of shifts in the location.
 - (c) When designated part-time positions are shared between two or more locations, the designated part-time position will be assigned to the location where the largest number of paid hours are worked.
 - (d) The extent and type of support provided in a location will be considered in determining the designation by the Employer of a designated part-time position for that location.
- ii. A Community Living Part-Time Support Worker I is any other part-time employee who is not a Community Living Part-Time Support Worker II.

- iii. A part-time employee is any employee who is regularly scheduled for thirty-six (36) hours of work per week or less. It is understood that a part-time employee may on occasions work in excess of thirty-six (36) hours in a week when replacing an employee who is absent on sick leave or vacation, and when filling a position left vacant by an employee on maternity, adoption or parental leave. A part-time employee shall be entitled to a one-half (1/2) hour paid lunch period during shifts of eight (8) hours or more.

(c) Employees working a sleep over shift will be paid \$18.50 per hour or the minimum wage rate (whichever is higher) for all asleep hours. Designated asleep hours are standardized at six (6) hours per overnight shift. Employees are paid at their regular rate for awake hours.

(d) Notwithstanding the foregoing for clerical employees the normal hours of work shall fall between 7:00 a.m. and 5:00 p.m., Monday to Friday, as assigned by the supervisor. Such employees will work an eight (8) hour work day which will include two (2) paid fifteen (15) minute breaks and a half (1/2) paid lunch. Flexible working hours on a five (5) day work week may be arranged, provided such arrangement must be approved by the employee's supervisor at their discretion.

(e) A part-time employee accepting a full-time contract of six (6) months or more shall receive the full-time rate of pay on commencement of the contract term. If the part-time employee is already enrolled in the Extended Health Care benefit and the Dental Plan in accordance with Article 28.02, such Extended Health Care benefit and the Dental Plan shall be continued without any contribution to the premium costs from the commencement of the contract term until its termination. If the part-time employee is not already enrolled in the foregoing benefit plans, such part-time employee will become eligible for such benefit plans upon the expiry of the initial three (3) month trial period of the contract term and continue to receive such benefit plans until termination of the contract term without any contribution to their premium costs.

17.04 Employees shall be entitled to two ten (10) minute coffee breaks per day, one to be taken during the first half of the shift and the other during the second half of the shift, to be taken by the individual employees at such reasonable times during the normal hours of work as may be arranged with the Employer's representative.

17.05 It is understood and agreed that the normal hours of work established by this Article and the provisions for payment of overtime shall not be construed as a guarantee of any hours of work nor of working schedules.

17.06 Employees working in the same location may request permission to exchange shifts by submitting an electronic request through the Employer's scheduling system no less than one (1) week in advance, or at least twenty-four (24) hours prior in the case of an emergency, subject to supervisor approval. Where the employee requests permission to exchange shifts with an employee oriented to that location, but not then employed in that location, the change must be approved by the supervisors for both locations. In any event any change in shifts initiated by the employees shall not result in the payment of any overtime or other premium compensation.

17.07 There will be no cancellation of an employee's scheduled shift within forty-eight (48) hours of the commencement of the shift, except in an emergency or by mutual agreement of the employees involved unless the employee is paid four (4) hours pay at their regular rate.

17.08 The Employer will not follow a practice of eliminating full-time or Part-Time II positions, and filling them with other part-time employees.

17.09 No employee shall be scheduled to work for less than three (3) hours of work, or if no work is available, such employee shall be paid for three (3) hours work.

17.10 In the event that circumstances have arisen which may prevent an employee from taking their lunch period, such employee shall give notice to their immediate supervisor, and if granted shall be entitled to take time off in lieu.

ARTICLE 18 - OVERTIME

18.01 A Program Manager may require an employee to work more than the employee's regularly scheduled hours, and when such additional hours are required or authorized (in advance except in an emergency) by the Program Manager or designated alternate:

(a) a full-time employee shall be paid for such overtime hours as follows:

- i. up to forty (40) hours per week, regular rate;
- ii. additional hours in excess of forty (40) hours in a week, one and one half (1 1/2) times the regular rate;

(b) a part-time employee shall be paid for such hours as follows:

- i. up to forty (40) hours per week, regular rate;
- ii. additional hours in excess of forty (40) hours in a week, one and one-half (1 1/2) time the regular rate;
- iii. any employee working more than fourteen (14) paid hours from the commencement of the shift shall be paid at the rate of time and one-half (1 1/2) for all paid hours worked in excess of the aforesaid fourteen (14) hours, irrespective of whether the employee would be otherwise entitled to overtime.
- iv. for part time employees, overtime beyond forty-eight (48) paid hours in any one week would be at the employee's option.

(c) overtime hours will be offered in accordance with seniority first to full-time employees within the location before they are offered to part-time employees within the location. Thereafter it will be offered on the basis of seniority to full-time employees within the bargaining unit who have been oriented to the program location. No employee shall be entitled to overtime hours if such overtime hours would involve the employee working more than ten (10) consecutive overtime hours.

(d) An employee shall not be required to adjust their weekly hours to equalize overtime worked unless it is due to a staff meeting or training required by the Employer. By mutual agreement with the Employer, an employee may adjust their weekly schedule for personal flexibility.

(e) Mandatory overtime is defined as a member of management requiring an employee to work immediately following the completion of their shift after all options to fill the shift have been exhausted. If mandatory overtime is required then the least senior employee in attendance at work, at the time mandatory overtime is to begin, will be required to stay and work. When an employee is required by management to stay and work, the employee will be paid at 1 ½ times their rate of pay. Any hours assigned beyond four (4) hours will be paid at two (2) times the rate of pay. Every effort will be made to

relieve the employee from a mandatory overtime shift. A mandatory overtime shift will not exceed twelve (12) hours.

18.02 Lieu Time (Overtime and Public Holidays)

(a) Overtime Lieu Time

At the option of the employee, and subject to the maintenance of staffing ratios required by law and the availability of qualified substitute staff, an employee may elect to receive paid time off in lieu of overtime pay, calculated at one and one half (1.5) hours for each overtime hour worked, in accordance with the Employment Standards Act, 2000.

Overtime lieu hours may be accumulated to a maximum of sixty (60) hours at any one time.

Overtime lieu hours must be taken by March 1 of each year.

Any unused overtime lieu hours remaining as of March 1 shall be paid out in the pay period following March 1.

(b) Public Holiday Lieu Time

Where permitted under Article 19, an employee who is entitled to public holiday pay or premium pay may elect to take public holiday lieu time instead of payment.

Public holiday lieu time may be accumulated to a maximum of forty (40) hours at any one time.

Any unused public holiday lieu hours remaining as of March 1 shall be paid out in the pay period following March 1.

(c) General Provisions

(i) Overtime lieu hours and public holiday lieu hours are separate banks and shall be tracked independently.

(ii) Lieu time shall not exceed the maximums specified in this Article.

(iii) An employee shall not receive both paid compensation and paid time off in lieu of the same entitlement.

(d) Employees who wish to use accumulated overtime lieu time or public holiday lieu time during the month of March must submit their request in writing no later than February 1 of that year. Such requests are subject to operational requirements and will be granted in accordance with current practice where it will be provided on a first come first serve basis. In the event of more than one request for the same period is received on the same day, seniority will prevail. Approved lieu time scheduled for use in March shall not be paid out on March 1. Any lieu time not requested and approved by February 1 shall be paid out in accordance with this Article and shall not be available for use thereafter.

18.03 Where an employee is required to work more than three (3) hours overtime after eight (8) hours of work which time is continuous from the normal work hours or when an employee works an unscheduled double shift which includes a normal meal time, such employee shall be entitled to a meal allowance of twenty five (\$25.00) dollars on each such occasions unless a meal is available.

18.04 When an employee who has completed the employee's normal hours of work and has left the Employer's premises is required to return to perform additional work, such employee shall be paid for all hours worked, but shall be paid a minimum of three (3) hours at the appropriate rate. At the option of the employee, the employee shall be entitled to equivalent time off in accordance with Article 18.02.

18.05 Any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis, and there shall be no pyramiding of overtime.

ARTICLE 19 - PAID HOLIDAYS

19.01 During the term of this Agreement, the paid holidays shall be as follows:

1. Good Friday — April 3, 2026
2. Easter Monday — April 6, 2026
3. Victoria Day — May 18, 2026
4. Canada Day — July 1, 2026
5. Civic Holiday — August 3, 2026
6. Labour Day — September 7, 2026
7. Thanksgiving — October 12, 2026
8. Christmas Day — December 25, 2026
9. Boxing Day — December 26, 2026
10. New Year's Eve Day — December 31, 2026
11. New Year's Day - January 1, 2027

1. Good Friday — March 26, 2027
2. Easter Monday — March 29, 2027
3. Victoria Day — May 24, 2027
4. Canada Day — July 1, 2027
5. Civic Holiday — August 2, 2027
6. Labour Day — September 6, 2027
7. Thanksgiving — October 11, 2027
8. Christmas Day — December 25, 2027
9. Boxing Day — December 26, 2027
10. New Year's Eve Day — December 31, 2027
11. New Year's Day — January 1, 2028

1. Good Friday — April 14, 2028
2. Easter Monday — April 17, 2028
3. Victoria Day — May 22, 2028
4. Canada Day — July 1, 2028
5. Civic Holiday — August 7, 2028
6. Labour Day — September 4, 2028
7. Thanksgiving — October 9, 2028
8. Christmas Day — December 25, 2028
9. Boxing Day — December 26, 2028
10. New Year's Eve Day — December 31, 2028
11. New Year's Day — January 1, 2029

- a) All permanent full time staff will have all holidays as listed in Article 19.01, as a paid day off including regularly scheduled shifts. This does not apply to employees in full time contract positions

Commencing April 1st, each year floating holidays of sixteen (16) hours will be granted to each full time seniority employee and floating holidays of eight (8) hours will be granted to each part- time seniority employee who is regularly scheduled to work, to be observed on dates to be set by mutual agreement of the employee and Employer.

Each year, all Administrative Officers and Administrative Assistants will be released by 12:00 p.m. on Christmas Eve day without loss of pay for the day.

19.02 In order to qualify for holiday pay an employee must have worked the scheduled regular day of work preceding and the scheduled regular day of work following such holiday, unless they has been excused by the Employer specifically for either or both such qualifying days or is absent due to illness or injury, provided that an employee absent due to illness or injury shall qualify for holiday pay so long as they is receiving pay from the Employer. If an employee is absent on either or both of the qualifying days due to illness or injury, the Employer may require a medical certificate confirming such illness or injury as a condition of the employee's right to holiday pay. Holiday pay will be calculated on the total amount of regular wages and vacation pay (not overtime) payable to the employee in the four (4) work weeks before the work week in which the holiday falls divided by twenty (20).

19.03 An employee who has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work shall not be entitled to holiday pay.

19.04 All employees who are required to work on a paid holiday may elect one of the following methods of compensation:

- (a) to be paid for the time worked at one and one half (1 1/2) times their regular rate of pay and, if entitled thereto, the regular holiday pay, or
- (b) to be paid for the time worked at one and one half (1 1/2) times their regular rate of pay and, if entitled to holiday pay, to take off with pay one regular working day at their regular rate of pay, such day to be taken off within the time limit provided by Article 18.02, and at a time chosen by the employee but subject to the maintenance of staff ratios required by law and the availability of qualified substitute staff.

19.05 For the purpose of determining eligibility for payment for work on a paid holiday, the holiday shall be defined as 12:00 A.M. to 11:59 P.M. and all hours worked during such period shall be paid as holiday hours.

ARTICLE 20 – VACATIONS

20.01 Full-time employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four per cent (4%) of gross salary earned during their period of employment less any vacation pay already paid to them under the provisions of Article 20.02.

20.02 Full-time employees with one (1) year of seniority but less than five (5) years of seniority as of March 31st in each year shall be given one hundred twenty (120) hours vacation with pay. A full-time seniority employee who has attained six (6) months of service, but less than one (1) year of service shall be entitled to take prior to March 31st, as an advance on their vacation entitlement forty (40) hours vacation with pay. Any overpayment of vacation pay if such full- time seniority employee terminates with less than one (1) year of service will be recovered from moneys owing on termination.

20.03 Full-time employees with (5) years of seniority but less than twelve (12) years of seniority as of March 31st in each year shall be given one hundred sixty (160) hours vacation with pay.

20.04 Full-time employees with twelve (12) years of seniority but less than seventeen (17) years of seniority as of March 31st in each year shall be given two hundred (200) hours vacation with pay.

20.05 Full-time employees with seventeen (17) years of seniority or more as of March 31st in each year shall be given two hundred and forty (240) hours vacation with pay.

20.06 Full time employees shall be required to take their vacations in the twelve (12) month period following March 31st each year on which they qualified for such vacation except in extenuating circumstances with the approval of their immediate supervisor. Such approval to carry forward vacation entitlement shall not be unreasonably withheld provided such a request would not unduly interfere with the operational requirements of the Employer.

20.07 The Employer will allow employees to exercise their choice in selecting their vacation period on a first come, first serve basis. When more than one request for the same period is received by the Manager on the same day and the Employer determines that only one employee may be absent to maintain efficiency of the Program, seniority shall prevail. This Article is subject to the right of the Program Manager to require employees to select vacation periods that do not interfere with the overall efficiency of the Program. A full time employee with more than three (3) weeks entitlement may only request up to three (3) consecutive weeks vacation at one time. A special request may be submitted to extend the three (3) consecutive weeks for travel abroad. The Employer shall respond to the vacation requests in writing within three (3) weeks of the receipt of the request by the Manager.

20.08 Notwithstanding the foregoing, if a full time employee has received pay from the Employer on less than ten (10) days in any calendar month during the vacation year ending on March 31st, such full time employee's vacation pay will be reduced by one twelfth (1/12) for each month in which such full time employee received pay from the Employer on less than ten (10) days.

20.09 Where an employee is requested by the Employer and agrees to perform work during an approved vacation period, the employee shall be paid at their regular hourly rate for all hours worked.

Any vacation time scheduled for the day(s) worked shall be restored to the employee's vacation balance.

20.10 A full-time employee may, upon providing at least thirty (30) days' written notice to Payroll, request that vacation pay payable during an approved vacation period be paid in advance, provided the employee has sufficient earned entitlement.

20.11 Part-time employees shall be paid their accrued vacation allowance at the time of the first pay period in December of each year on a separate cheque. Once annually, part-time employees shall be entitled to receive vacation pay on earnings to date, paid through regular payroll, provided a written request with three weeks' notice, outlining the specific pay day in which payment is to be made, is submitted to the employee's supervisor for approval. Such request shall not be reasonably denied.

Notwithstanding the above, when a part-time employee is the successful candidate for a full-time permanent position, the Employer will pay out all part-time vacation entitlement unless the employee

requests in writing to hold their part-time vacation payout until the end of the successful trial period of three (3) months worked.

20.12 A part time employee's vacation allowance to be paid as provided in Article 20.12 shall be an amount equal to four percent (4%) of the employee's gross salary earned during the period specified in Article 20.12 and for part-time employees with five (5) years of service or more six (6%) percent of the employee's gross salary earned during the period specified in Article 20.12. In addition, at the employee's option, the part time employee who has more than one (1) calendar year of service, but less than five (5) calendar years of service shall be entitled each year to an unpaid leave of absence of three (3) weeks, and a part-time employee who has five (5) years of service or more shall be entitled each year to an unpaid leave of absence of four (4) weeks. In calculating the gross salary of the part time employee no account shall be taken of the vacation allowance previously paid.

ARTICLE 21 - SICK LEAVE

21.02 The unused portion of an employee's sick leave entitlement shall accumulate to a maximum accumulation of seven hundred twenty (720) hours.

21.03

(a) Full-time employees' sick leave credits will be reduced appropriately as absences due to sickness or accident (not covered by Workplace Safety and Insurance) occur, and the full time employee is paid the full time employee's regular salary during such absences. Sick leave will not be paid for absences due to accidents and disablement incurred while employed by anyone other than the Employer or while self employed for gain. Where the full time employee received reimbursement for lost salary from any third party for any absence, the full time employee shall reimburse the Employer for all sick leave paid during such absence, and the full time employee shall be re credited with sick leave credits which had been used as a result of such payment for which the Employer is reimbursed.

(b) A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for compensation under the Workplace Safety and Insurance Act for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefits they would receive from the Workplace Safety and Insurance Board if the claim was approved, or the benefit they would receive with the sick leave credits which they then has accrued to their credit. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and provides a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final approval of the claim by the Workplace Safety and Insurance Board. On receipt by the Employer of such refund of payments, the sick leave credits charged against the payments made under this provision will be recredited to the employee. If the claim for compensation is not approved, the monies paid as an advance will remain charged against the sick leave credits accrued by the employee. Any payments under this provision will continue for a maximum of the shorter of ten (10) weeks or until the sick leave credits accrued to the benefit of such employee and being charged against such payments have been exhausted.

21.04 On occasions where no one other than the employee can provide for the needs of an immediate family member (child, spouse, mother, father residing in the same home with the employee) during illness, the employee, upon notifying their supervisor, shall be entitled to use their sick credits to attend to such family member. This shall apply only to seniority employees and for part-time employees only with respect to days on which such part-time employee is regularly scheduled to work. Upon request the employee shall supply a medical certificate to confirm the illness. The employees who have not attained sick leave credits shall be granted an unpaid leave of absence of one (1) day to attend to family health emergencies.

21.05 A medical certificate must be provided by an employee for absence due to sickness or accident of more than five (5) consecutive working days. Each medical certificate must specify either a date of return or date of re-assessment. Further medical certificates must be provided, at reasonable intervals, if the employee does not return to work on the date of return stated on the last certificate provided to the Employer.

The Employer reserves the right to require a medical certificate for any absence due to sickness where an employee has used ten (10) or more sick days in a calendar year. Any use of sick leave during a scheduled workday, including partial days, will count as one (1) sick day for the purposes of this provision.

21.06 Employees shall have access to view their accrued sick leave credits through the Employer's Human Resources Information System (HRIS).

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Upon application in writing to the appropriate Manager the Employer may grant leaves of absence to the employees without pay and without loss of seniority for personal reasons, without requiring such employees to use up their vacation credits first. If such request for leave is denied the employee shall have the opportunity to have the request reviewed by the appropriate Director.

22.02 The Employer will grant a leave of absence, without pay and without loss of seniority, for up to eighty (80) hours within each calendar year, when requested by the Union in writing at least fourteen (14) calendar days before the leave is to commence and provided such leave does not unduly interfere with the operational requirements of the Employer, for an employee who has been appointed or elected by the Union to attend an official Union function such as a convention, conference, council or education course, or to carry out the duties and responsibilities of a standing committee of Local 3137 as approved by the Union President or Vice President. The President and the Vice President of the Local may request a maximum of an additional one hundred twelve (112) hours to be shared between them in any combination selected by them. In an emergency the President of the Local may request one of the foregoing leave days with a minimum of forty-eight (48) hours prior notice.

22.03 During a Union absence provided in Article 22.02 the Employer shall pay the employee their regular salary or wages as if they had worked their regularly scheduled hours, and the Union shall reimburse the Employer for the salary and benefits paid on behalf of the employee while on said leave, upon receipt of a bill from the Employer.

22.04 The Employer shall respond electronically to personal leave requests submitted electronically within the following timelines:

- a) within two (2) weeks for requests of three (3) days or less; and
- b) within four (4) weeks for all other personal leave requests.

22.05 Upon return from any approved leave of absence a full-time employee or a Part-Time Support Worker II shall be returned to the same position if it exists, or similar position if the position no longer exists as such employee worked prior to the said leave of absence, and all other part-time employees shall be returned to the same set of shifts if it exists, or a similar set of shifts if it no longer exists as such employee worked prior to the said leave of absence, unless in either case there has been some change in the program necessitating another assignment of the employee.

22.06 The President of the Local, or in their absence a designated member of the union executive, shall be allowed forty (40) hours off per month with pay and without loss of benefits or seniority in order to conduct union business. It is understood that during this forty (40) hours per month period, the President or designated member of the union executive will not interfere with the regular work of other employees. Twenty (20) hours per month will be paid by the Employer and twenty (20) hours per month will be paid by the Union.

22.07 An employee who is elected or selected for a full-time position with the Union, or any body which the Union is affiliated, shall be granted a leave of absence without pay or benefits and without loss of seniority for a period of up to one (1) year.

ARTICLE 23 - BEREAVEMENT LEAVE

23.01

(a) Provided they are regular working days the Employer will grant upon application by a seniority employee five (5) days leave of absence with pay and without loss of seniority for an employee to grieve at the death of a spouse, (including common-law spouse) or child.

(b) Provided they are regular working days the Employer will grant upon application by a seniority employee three (3) days leave of absence with pay and without loss of seniority for an employee to grieve the death of an immediate relative. "Immediate relative" shall mean father, mother, a person who stood in loco parentis to the employee, brother and sister of the employee and the employee's mother-in-law and father-in-law.

23.02 Provided it is a regular working day the Employer will grant upon application by a seniority employee one day's leave of absence with pay and without loss of seniority for an employee to grieve the death of the employee's grandparent or grandchild, or the employee's brother-in-law or sister-in-law. (A brother-in-law shall mean the employee's sister's spouse, or the employee's spouse's brother; a sister-in-law shall mean the employee's brother's spouse or the employee's spouse's sister.)

23.03 The Employer shall make available wherever possible, following the death of a person directly supported by a seniority employee, assistance in the form of grief counselling and time to attend the funeral without loss of pay, to a seniority employee who requests such assistance.

23.04 The Employer may require evidence reasonable in the circumstances to support the request for bereavement leave.

ARTICLE 24 – PREGNANCY, ADOPTION AND PARENTAL LEAVE

24.01 The Employer will grant pregnancy, adoption and parental leaves of absence without pay in accordance with the requirements of the Employment Standards Act of Ontario upon receiving written notice, at least two (2) weeks prior to the proposed commencement of the leave, from the employee seeking such leave.

24.02 An employee on pregnancy, adoption and parental leave shall continue to accumulate seniority. A part time employee shall continue to accrue seniority on the basis of the number of hours for which they were regularly scheduled to work immediately prior to the commencement of their leave. Upon return to work a full time employee will be returned to their former full time position and location unless there has been some change in the program necessitating another assignment of the employee. A part time employee will be returned to their former part time position and location unless there has been some change in the program necessitating another assignment of the employee. If their former position no longer exists the employee will be placed in whatever full time position their seniority entitled him/her if a full time employee, or to whatever part time position their seniority entitled him/her if a part time employee.

24.03 Eligible employees on pregnancy, parental or adoption leave shall be entitled to be provided with the benefits required in the Employment Standards Act and Regulations.

24.04 The employee will give written notification a minimum of two (2) weeks prior to the commencement of the pregnancy, parental or adoption leave. At such time the employee intending to go on pregnancy leave will also furnish the Employer with their doctor's certificate of expected date of delivery. In addition to the written notification, the employee will notify the Employer of their expected date of return. This notice may be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child. However, in such event, the employee shall give notice to the Employer within two (2) weeks of the stopping of work, and provide a doctor's certificate where pregnancy complications or premature birth has been the reason for the stopping of work. The employee shall give written notification to the Employer when application is approved for an adoption placement and advise, where possible, the approximate date of placement. If the date of return changes, the employee must give the Employer a minimum of four (4) weeks notice of the new date their leave is to end.

24.05 The position left vacant by an employee on a pregnancy or adoption leave under this Article 24 may be filled by the use of a temporary employee for a period of up to six (6) months, and for such longer period thereafter as may be mutually acceptable to the Employer and the Union. Before filling the vacant position with a temporary employee, the Employer shall first comply with Article 15.01. Such temporary employee shall not attain seniority regardless of the number of days worked, shall be paid not less than the probationary rate for the classification in which they is employed, shall not receive benefits except as required by law and shall not be subject to the terms and provisions of this Agreement. If a temporary employee is hired as a permanent employee at the conclusion of the temporary position with no break in service, such employee shall then serve a probationary period under the terms of this agreement, and if such employee successfully completes the probationary period, they shall be given credit for all service from the date of commencement of the temporary position.

ARTICLE 25 - JURY, CORONERS AND CROWN WITNESS LEAVE

25.01 A seniority employee who is required to serve and reports for jury duty or is subpoenaed to give evidence as a Crown witness and attends the court in answer to the subpoena or is subpoenaed and attends a coroner's inquest in a matter related to the Employer's work will be paid their regular rate of pay for the required absence from work during the employee's regularly scheduled working days subject to the condition that the employee will pay to the Employer all moneys received for said jury duty or as a Crown witness or coroner's witness exclusive of travelling and meal allowance.

25.02 In order to receive payment under this Article, the seniority employee must give the Employer prior notice that they has been summoned or subpoenaed and upon completion of jury duty or witness service furnish to the Manager of their Program a satisfactory certificate showing the period of such service.

ARTICLE 26 - PAYMENT OF WAGES AND CLASSIFICATIONS

26.01 Attached to this Agreement and forming an integral part thereof shall be a Schedule "A" setting forth the wage rates and classifications of the full time employees, a Schedule "B" setting forth the wage rates of Community Living Part Time Support Workers II and a Schedule "C" setting forth the wage rates of Community Living Part Time Support Workers I.

26.02 Employees shall be paid, by direct deposit, on the basis of a two week pay period for work performed up to midnight of the second Saturday, including pay for any overtime hours worked in that pay period.

26.03 The Employer shall pay a shift premium of seventy five cents (\$0.75) per hour to all employees for all paid hours which are worked between the hours of 12:00 midnight and 6:00 a.m., inclusive.

ARTICLE 27 - MILEAGE

27.01 The Employer agrees to pay each employee sixty-seven cents (\$.67) per kilometre for each kilometre driven in the employees own automobile on the Employers business and when previously authorized to do so.

27.02 Upon production of evidence from the insurer or the agent by a seniority employee who is required by the Employer to use their car in the performance of their duties, the Employer agrees to pay for:

- (a) public liability and property damage insurance of \$2,000,000.00, including coverage for the carrying of passengers for compensation;
- (b) collision coverage;
- (c) comprehensive coverage,

the difference up to \$150.00 maximum payment annually, excluding surcharges as a result of accidents or convictions, in the premium rates for such insurance on the employee's motor vehicle when used for pleasure and the premium rate required to insure such automobile for the same coverage if used for the purposes of the Employer.

In the event that the employment of the employee is terminated within twelve (12) months of obtaining the above coverage, the Employer shall be entitled to recover from any moneys owing to the employee the pro rata share of the payment made to him/her.

ARTICLE 28 – BENEFITS

28.01 The Employer will pay for coverage for the full-time employee and eligible dependents, upon the full-time employee attaining seniority, in accordance with the terms and conditions of the insurance contracts and plans providing the coverage, the following premium costs:

- (a) One hundred percent (100%) of the premium cost of the Ontario Health Insurance Plan, if premiums are reintroduced;
- (b) One hundred per cent (100%) of the premium cost of a Life Insurance and A.D. & D. benefit on the life of the full-time employee to an amount equal to twice the full time employee's annual earnings;
- (c) One hundred per cent (100%) of the premium cost of an Extended Health Care benefit with an annual deductible of \$10.00 single, \$20.00 family, providing semiprivate hospital coverage, other professional services, and a \$5.00 co-pay for mandatory generic prescription drugs including oral contraceptives, all as more particularly provided in the policy of insurance provided by the Employer;
- (d) One hundred per cent (100%) of the premium cost of a Long-Term Disability Plan providing a benefit of seventy per cent (70%) of monthly earnings to a maximum of \$4,000. per month, commencing after 119 days of total disability and continuing during total disability to age 65, less the amount of any disability pension under the Canada Pension Plan to which the full-time employee is entitled;
- (e) One hundred per cent (100%) of the premium cost of a Dental Plan, with an annual deductible of \$10.00 single and \$20.00 family, at current O.D.A. rates, providing basic dental care plus endodontics, periodontics and denture relining, rebasing and repairs, on a nine (9) month recall basis.
- (f) One Hundred percent (100%) of the premium cost of a Vision Care Plan providing a benefit of Four Hundred Dollars (\$400.00) every twenty-four (24) months, for reimbursement for new eyeglasses, repairs to eyeglasses or frames or contact lenses and one eye exam.

28.02 The Employer will make coverage available for eligible part-time employees and their eligible dependents in accordance with the following terms and conditions, and in accordance with the terms and conditions of the insurance contracts and plans providing the following coverage:

- (a) An Extended Health Care Benefit with an annual deductible of \$10.00 single, \$20.00 family, providing semi-private hospital coverage, other professional services, and a \$5.00 co-pay for mandatory generic prescription drugs including oral contraceptives, and all as more particularly provided in the policy of insurance provided by the Employer;
- (b) A Dental Plan, with an annual deductible of \$10.00 single and \$20.00 family, at current O.D.A. rates, providing basic dental care plus endodontics, periodontics and denture relining, rebasing and repairs, on a nine (9) month recall basis.
- (c) A Vision Care Plan, providing a benefit of Four Hundred (\$400.00) every twenty- four (24) months, for reimbursement for new eyeglasses, repairs to eyeglasses or frames or contact lenses and one eye exam.
- (d) A part-time employee to be eligible to be enrolled in the foregoing coverage:

- (i) must have worked a minimum of three thousand two hundred (3200) hours; and
 - (ii) must have executed and delivered to the Employer a written authorization authorizing the Employer to deduct monthly, in advance, from the part-time employee's wages the part-time employee's share of the insurance premiums;
- (e) The eligibility of a part-time employee shall be reviewed bi-weekly and determined on the merits of 28.02 (d).
- (f) The Employer's responsibility will be to pay sixty per cent (60%) of the premium costs of the foregoing coverage. The part-time employee's responsibility will be to pay the remaining forty per cent (40%) of the premium cost of the foregoing coverage. In the event that the part-time employee does not have sufficient wages in any month to allow for the deduction from wages of the part-time employee's share of the premium costs for that month, the part-time employee must pay to the Employer his or her share of said monthly premium costs, or the amount remaining unpaid after deduction from wages, before the due date of payment of the premiums by the Employer, failing which the coverage shall be cancelled and remain cancelled for 3 calendar months before the employee is deemed eligible again. The employee must provide written authorization as listed in (d(ii)).
- (g) Part-time employees affected by a reduction in their regularly scheduled hours shall be entitled to advise the Employer in writing to cancel their coverage in the foregoing insurance contracts and plans. Upon receipt of such written advice the Employer shall arrange for the cancellation of coverage at the end of the then current month. Thereafter, the part-time employee shall not be liable for his or her share of the premium costs, and the coverage shall remain cancelled for 3 calendar months before the employee is deemed eligible again. The employee must provide written authorization as listed in (d(ii)).

28.03 The Employer shall provide each eligible employee access to an electronic booklet provided by the carrier of the foregoing benefits describing the current benefits as they are provided by the policy of insurance between the Employer and the carrier.

28.04 The Employer shall continue to provide a pension plan on terms no less beneficial to the employees than the pension plan presently in effect. The provisions of the pension plan will be fully negotiable in the negotiations for the renewal of this Agreement. A part time employee shall be entitled to be enrolled in the pension plan provided the part time employee qualifies under the provisions relating to part time employees in the Pension Benefits Act, and amendments thereto.

28.05 Probationary full time employees shall not be entitled to any of the foregoing benefits but will be added to the various plans providing the benefits at the first available billing dates after attaining seniority.

28.06 The Employer will continue to pay the premiums or its share of premiums for the benefits provided in this Article for eligible employees on leave of absence other than by reason of sickness or accident and for eligible employees on layoff for the balance of the month in which such leave of absence or layoff occurs. The Employer will continue to pay the premiums or its share of premiums for the benefits provided in this Article for eligible employees absent due to sickness or accident for the balance of the month in which such sick leave commenced and for three (3) additional months. Employees desiring to continue their coverage must pay to the Employer the necessary premium costs before their due dates. Where the eligible employee absent due to sickness or accident had at least five (5) years of seniority at the date the absence commenced, the Employer will continue to pay the premiums or its share of the premiums for the benefits provided in this Article for the balance of the month in which such sick leave commenced and for four (4) additional months.

28.07 In view of the foregoing health and welfare benefits provided by the Employer, it is agreed that the Employer shall retain one hundred per cent (100%) of any premium reduction or rebate received under the terms of the Employment Insurance Act.

28.08 Where an employee's clothing or eye glasses or personal property essential to the performance of the job are damaged in dealing with people supported during the course of employment, or where soiling or any damage to the interior or exterior of an employee's automobile has been caused by a person supported, the Employer shall reimburse such employee to a reasonable and appropriate amount approved by the employee's Manager, which approval shall not be unreasonably withheld, for the purpose of replacing or repairing such article, provided the damage is reported promptly to the employee's Manager.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The Employer agrees that it will comply with all applicable provisions of the Occupational Health and Safety Act of Ontario, R. S. O. 1990, Chapter O.1, and all amendments thereto up to the date of the Agreement. This shall be a minimum standard required of the Employer during the term of this Agreement, which standard may be enforced against the Employer through the Grievance Procedure.

29.02 The Employer and the Union agree that incidents of potential dangers and hazards in the workplace shall be brought to the attention of the Health and Safety Committee. The parties further agree that any incident resulting in an injury to an employee shall be documented and a copy of such documentation shall be forwarded to the Health and Safety Committee. The Health and Safety Committee shall be responsible for the development and implementation of a health and safety program, including preventative management of potential dangers and hazards, and will recommend relevant training programs.

29.03 The Joint Health and Safety Committee shall monitor, assist in and recommend changes that relate to health and safety matters in documents including, but not limited to,

- a) Workplace Hazardous Material Information System
- b) Household Product Safety
- c) Transfer and Lifts for Support Workers
- d) Behaviour Support Strategies
- e) Health & Safety Program
- f) PER-700-01 - Statement of Commitment to Health & Safety
- g) PER-700-02 - Occupational Health & Safety Committee
- h) PER-700-04 - Workplace Safety and Insurance Board
- i) PER-700-06 - Modified Work
- j) PER-700-08 - First Aid
- k) PER-700-09 - Occupational Health and Safety

Workplace Hazardous Materials Information System

- l) PER-700-12 - Workplace Violence Prevention and Protection

ARTICLE 30 - BULLETIN BOARDS

30.01 The Employer shall provide space on bulletin boards at all Resource Centres upon which the Union shall have the right to post notices provided that such notices shall have been signed by the President of the Local Union or in their absence by their designate prior to the posting thereof and that the subject matter of all such notices shall be restricted to notices pertaining to recreational or social activities, notices of meetings, training or notices of results of elections. Provided further that no notice shall be posted by the Union on such bulletin boards containing advertising or political matter.

30.02 The Employer shall make available to bargaining unit employees, through the Employer's Human Resources Information System (HRIS): the current Collective Agreement; and a list of the Union Executive.

ARTICLE 31 - PICKET LINES

31.01 No employee who is a member of Local 3137 will be disciplined for refusal to cross a legal picket line where to do so would present a real danger of physical harm to the employee or a client of the Employer.

ARTICLE 32 - JOB SECURITY

32.01 The Employer shall retain the responsibility and the right to determine the methods by which all services are provided. Without restricting its right to determine the methods by which services are to be provided, the Employer agrees that no employee will be laid off from the Employer's employment as a direct result of the Employer contracting out any of its work or services normally performed by members of the bargaining unit or utilizing the services of a volunteer or student.

32.02 In the event the Employer decides or is required to permanently close a program or service, the Employer will promptly provide written notice and contact the Union to discuss the impact on bargaining unit members.

ARTICLE 33 – COPIES OF AGREEMENT

33.01 The Employer and the Union mutually agree to share equally the cost of preparing the Collective Agreement.

The Collective Agreement shall be made available to employees primarily in electronic format, including through the Employer's HRIS.

A limited number of printed copies shall be produced for the use of the Union, Union representatives, and the Employer, as reasonably required.

New employees shall be advised at the time of hire how to access the Collective Agreement electronically.

Upon request, a printed copy may be provided to a Union representative or employee where electron access is not reasonably available.

ARTICLE 34 – JOB EVALUATION

34.01 The parties shall establish a Joint Job Evaluation Committee (JJEC) consisting of three (3) members of the Employer and three (3) members of the Union to evaluate bargaining unit jobs in accordance with the Joint Job Evaluation System (dated February 1, 1991).

34.02 Members of the JJEC, including the Alternate, shall suffer no loss of wages, benefits, or seniority for time spent in the job evaluation process including training.

34.03 Jobs shall be assigned the appropriate classification level and corresponding salary range in accordance with the Joint Job Evaluation System (dated February 1, 1991).

ARTICLE 35 – EMPLOYEE RELATIONS COMMITTEE

35.01 The Association and the Union recognize the need and importance of maintaining communication between employees and management. To this end, the parties agree as follows:

(a) Periodic meetings may be held between a Committee representing the Management of the Association (not more than three (3) persons) and a Committee representing the Union (not more than three (3) persons).

(b) Such meetings will be held not more often than once every three (3) months, at the request of either party, and may by mutual agreement be held more frequently on urgent matters. The meeting will be held at a mutually convenient time and date. A meeting agenda including both parties' agenda items will be prepared by the party requesting the meeting at least 48 hours in advance of the meeting and minutes will be recorded.

(c) The purpose of the meetings will be to discuss matters of mutual concern. It is expressly understood that such meetings will not discuss matters covered by the Collective Agreement and are not intended to replace or interfere with the established Collective Bargaining Procedures or the Grievance and Arbitration Procedures of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

(d) Union members of the Committee shall not suffer any loss of pay when attending meetings during their regularly scheduled shift.

ARTICLE 36 - TERM AND EFFECTIVE DATES

36.01 Except as otherwise expressly provided, the terms of this Agreement shall come into effect on the date hereof, and shall continue in full force and effect until the 31st day of March, 2029, and shall continue from year to year thereafter without amendment unless either party gives to the other party within the period of ninety (90) days prior to the termination date notice in writing that it desires to amend or terminate the Agreement.

EXECUTED this day of , 2024.

COMMUNITY LIVING ESSEX COUNTY

CANADIAN UNION OF PUBLIC ESSEX
EMPLOYEES AND ITS LOCAL 3137

Executive Director

APPENDIX 1

Date:

Canadian Union of Public Employees
21 Florence Street OTTAWA, Ontario K2P 0W6

Attention: Mr. Claude Genereux
National Secretary Treasurer

Dear Ms. Darcy:

Deduction of Union Dues

Enclosed please find a cheque in the amount of \$ for Local of the Canadian Union of Public Employees.

Said cheque covers the month of , . Local had full-time members and part-time members in the month of , .

The Union dues structure of Local is as follows:

The total regular wages paid during the month were \$.

Enclosed are two lists of names, and the amount of union dues deducted from the above members of this Local.

Employer

Address

Attachment

cc: Secretary Treasurer, CUPE Local

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - APRIL 1, 2026 TO MARCH 31, 2027

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

<i>EMPLOYEE CLASSIFICATION</i>	<i>ENTRY</i>	<i>YEAR 1</i>	<i>YEAR 2</i>	<i>YEAR 3</i>
Program Assistant	28.17	28.55	28.96	29.39
CL Senior Support Worker	28.17	28.55	28.96	29.39
CL Support Worker	27.59	27.97	28.38	28.80
CL Awake Night Support Worker	26.97	27.21	27.44	27.69
Administrative Officer	25.19	25.43	25.66	25.91
Administrative Officer Assist.	22.44	22.63	22.81	22.99

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - APRIL 1, 2026 TO MARCH 31, 2027

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

<u>EMPLOYEE CLASSIFICATION</u>	<u>ENTRY</u>	<u>YEAR 2</u>
CL Part-Time Support Worker II	26.81	26.99

NOTE: The wages above represent hourly rates. Probationary employees earn 10% less than the established rate.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and one (1) additional rate which replaces the commencement rate as the employee attains their second anniversary date in their position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C" - APRIL 1, 2026 TO MARCH 31, 2029

WAGE SCHEDULE FOR PART-TIME BARGAINING UNIT EMPLOYEES

<u>EMPLOYEE CLASSIFICATION</u>	
CL Part-Time Support Worker	\$26.76 per hour / flat rate

NOTE: Probationary employees earn 10% less than the established rate.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - APRIL 1, 2027 TO MARCH 31, 2028

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 1	YEAR 2	YEAR 3
Program Assistant	28.72	29.10	29.51	29.94
CL Senior Support Worker	28.72	29.10	29.51	29.94
CL Support Worker	28.14	28.52	28.93	29.35
CL Awake Night Support Worker	27.52	27.76	27.99	28.24
Administrative Officer	25.74	25.98	26.21	26.46
Administrative Officer Assist.	22.99	23.18	23.36	23.54

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - APRIL 1, 2027 TO MARCH 31, 2028

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

<u>EMPLOYEE CLASSIFICATION</u>	<u>ENTRY</u>	<u>YEAR 2</u>
CL Part-Time Support Worker II	27.36	27.54

NOTE: The wages above represent hourly rates. Probationary employees earn 10% less than the established rate.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and one (1) additional rate which replaces the commencement rate as the employee attains their second anniversary date in their position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C" - APRIL 1, 2027 TO MARCH 31, 2028

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER I

<u>EMPLOYEE CLASSIFICATION</u>	
CL Part-Time Support Worker	\$27.31 per hour / flat rate

NOTE: Probationary employees earn 10% less than the established rate.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "A" - APRIL 1, 2028 TO MARCH 31, 2029

WAGE SCHEDULE FOR FULL TIME BARGAINING UNIT EMPLOYEES

EMPLOYEE CLASSIFICATION	ENTRY	YEAR 1	YEAR 2	YEAR 3
Program Assistant	29.27	29.65	30.06	30.49
CL Senior Support Worker	29.27	29.65	30.06	30.49
CL Support Worker	28.69	29.07	29.48	29.90
CL Awake Night Support Worker	28.07	28.31	28.54	28.79
Administrative Officer	26.29	26.53	26.76	27.01
Administrative Officer Assist.	23.54	23.73	23.91	24.09

NOTE: The wages above represent hourly rates.

For each employee hired during the term of this Agreement, the wage rate established at the time of hire may include consideration for credit for prior employment experience.

LENGTH OF SERVICE FACTOR:

Each classification in the bargaining unit shall have a commencement rate and three (3) additional rates which replace the commencement rate as the employee attains his first, second and third anniversary date in his position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "B" - APRIL 1, 2028 TO MARCH 31, 2029

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER II

<u>EMPLOYEE CLASSIFICATION</u>	<u>ENTRY</u>	<u>YEAR 2</u>
CL Part-Time Support Worker II	27.91	28.09

NOTE: The wages above represent hourly rates. Probationary employees earn 10% less than the established rate.

LENGTH OF SERVICE FACTOR:

This classification in the bargaining unit shall have a commencement rate and one (1) additional rate which replaces the commencement rate as the employee attains their second anniversary date in their position but will be subject to a satisfactory job performance appraisal.

An employee transferring to a higher classification shall be placed on the wage grid for such higher classification at the lowest rate which will provide such employee with an increase in wages.

COMMUNITY LIVING ESSEX COUNTY

SCHEDULE "C" - APRIL 1, 2028 TO MARCH 31, 2029

WAGE SCHEDULE FOR PART-TIME SUPPORT WORKER I

<u>EMPLOYEE CLASSIFICATION</u>	
CL Part-Time Support Worker	\$27.86 per hour / flat rate

NOTE: Probationary employees earn 10% less than the established rate.

LETTER OF UNDERSTANDING #1

President, CUPE Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Staff Training

This Letter of Understanding will confirm the Employer's agreement to provide assistance for staff training to employees in accordance with the following:

- (1) The employee must apply to the Manager of his/her Program prior to registration for approval to take a course of studies related to the employee's job and being given by an accredited educational institute. The course of studies shall not conflict with the employee's schedule of work with the Employer unless satisfactory arrangements can be made to reschedule the employee's work hours.
- (2) The Manager of his/her Program may give his/her approval to the employee in writing. The withholding of approval by the Manager of his/her Program shall not be a matter subject to the grievance procedure in the Collective Agreement.
- (3) Upon proof being supplied by the employee to the Manager of his/her Program of the successful completion of an approved course of studies, or, where such course of studies extends over a period of more than one (1) year, of the successful completion of each semester of such course of studies, the Employer will reimburse the employee all legitimate and required expenses for tuition fees, books and course materials.
- (4) With respect to employees who have the approval of their Manager and employees required by the Employer to attend a seminar or workshop, the Employer will arrange for the payment in full of any registration fees prior to the commencement of the seminar or workshop, and with reasonable notice will provide an advance payment for any approved expenses.
- (5) Notices of courses in appropriate staff training and development shall be posted in the same locations as are posted notices of job posting.
- (6) The Employer shall provide the necessary training to employees responsible for administering any controlled act as defined under the Regulated Health Professionals Act. When an employee expresses a concern in performing such controlled act the Employer shall use all reasonable efforts to respond to the employee's concern.
- (7) The employer shall provide training for all seniority employees in First Aid/CPR and crisis prevention.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #2

President, Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Use of Internal Mail Delivery Service

The Employer agrees to allow the Union to use internal mail delivery service, to all work locations including email to all bargaining unit employees, to send notices from the President of the Union to be distributed to members of the bargaining unit, provided such notices are first approved for distribution by the Director, Human Resources or his/her designate.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #3

President, CUPE Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Commitment to Part-Time Employees

This Letter of Understanding is set out to affirm the Employer's commitment to the scheduling of part-time employees. The Employer will consistently give consideration to the following factors when scheduling part-time sets of shifts:

1. Where possible, sets of shifts will be developed based on the needs of the people we support. In order to provide consistency for the people we support and to maximize the number of scheduled hours for the part-time employee, the fewest number of employees will be used at any one location consistent with the requirements of the program.
2. Sets of shifts will only be altered by the Program Manager when the needs of the people we support or the needs of the program change. For changes other than those of a temporary nature, not to exceed sixty (60) calendar days, the Program Manager will give serious consideration to seniority when assigning altered sets of shifts.
3. Further principles when developing sets of shifts will include:
 - a) create consistency for the people we support,
 - b) create routine schedules for employees,
 - c) ensure employees have sufficient time off between shifts,
 - d) ensure employees have sufficient day(s) off during the week.
4. No employee will have hours reduced without prior notice as stated in Article 17.07.
5. The part-time employee accepting a set of shifts must commit to the entire set. If personal circumstances require an employee to abandon this commitment or any part of it, the employee must give notice in writing to the Program Manager and the set of shifts will be reassigned using the following procedure, in the following order:
 - a) according to seniority, offered to employees who report directly to the Program Manager and currently have sets of shifts in the location or it is their home location.
 - b) according to seniority, offered to employees who report directly to the Program Manager and/or who have been oriented to the location.
 - c) according to seniority bargaining unit wide, offered to employees who have the skills, ability and qualifications to perform the work.
6. If a set of shifts has not been filled as above, the available hours will be offered to employees in the program location who report directly to the Program Manager, provided all additional hours can be distributed without resulting in any part time employee being regularly scheduled for more than thirty-six (36) hours per week or resulting in overtime.
7. If a part-time employee with seniority has a permanent block of hours eliminated, the employee shall be offered the following:
 - a) any available open block of hours; or
 - b) the block of hours currently being worked by the least senior part-time employee; or
 - c) to remain/go on-call

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #4

President, CUPE Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Policy & Procedures for Overnight Trips/Vacations

This Letter of Understanding confirms the Employer's agreement that the Statement of Policy and Procedures issued by the Employer with respect to the above captioned matter in September 1989, affirmed on October 4, 1989, and amended in November, 2023 will remain in effect during the term of this Collective Agreement, and no changes will be made during the said term to the intent of the language and, in particular, to the provisions for payment, and that participation by the employee will remain voluntary.

Revision to policy PRO-300-05 - The trip must not result in overtime pay for any employee. If an employee works more than forty (40) hours in a week as a result of a trip, those additional hours will be paid at the employees regular rate of pay and will not be considered overtime.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #5

President, CUPE Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

This is to confirm the agreement reached with the Union during the current negotiations, that in order to assist the Employer to finance all monetary settlements, including wage increases set out in the new Schedules "A", "B" and "C", the Employer may retain the entire amount of any future payments received from the Government of Ontario. This letter will also confirm that the Employer agrees that in the event it actually receives additional increased payments, from the Government of Ontario, that are either assigned to or specifically designated for wage enhancements or stipends, over and above the funds needed to pay for the negotiated settlement, it will distribute these additional funds on an equitable basis to all employees of the Association following agreement with the Union on the method of equitable distribution.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #7

President, CUPE Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Need for Quality Supports and Services

The Employer believes it is essential to continue to recruit and maintain a quality workforce in order to best meet the needs of the vulnerable people we support.

The Employer agrees to continue to address directly with the provincial government the need for adequate funding to provide quality supports and services to individuals with intellectual disabilities and their families through community agencies. A key emphasis will be for improved wages, benefits and pension for workers within the sector as well as support for a strong community agency infrastructure including appropriate working conditions for our employees.

Respectfully,

Executive Director

LETTER OF UNDERSTANDING #8

President, CUPE Local 3137
The Canadian Union of Public Employees

Dear Sir/Madam:

Re: Possible Implications for Bargaining Unit Members

Further to discussions during negotiations, the Employer agrees that if any of the following initiatives are made mandatory by the Province, a meeting with the President, CUPE Local 3137, will be held to discuss implications for members of the bargaining unit and the parties will reach agreement on the terms of implementation. Such meetings shall take place before the initiative is implemented by the Employer unless prior implementation is imposed by the Province.

DSW Apprenticeship Program

- A plan to become a sponsoring Employer in the DSW Apprenticeship Program.

Professional College representing Developmental Service Workers

- Electing to make College membership and any mandatory fees a term or condition of employment.

Qualifications

- Any plan to re-classify or otherwise substantially change the existing qualifications of current classifications.

In the absence of a mandate imposed by the Province, the Employer agrees to meet with the President, Local 3137 and secure agreement before implementing the DSW Apprenticeship Program, making college membership a term or condition of employment, or changing the existing qualifications of current classifications. If the employer voluntarily changes the existing qualifications of current classifications, it is agreed that current employees will be deemed qualified.

Respectfully,

Executive Director

SCHEDULE "D"

Policy & Procedure

Policy # PER-100-01

Section: General

Approved - May 5, 1993

On:

HARASSMENT IN THE WORKPLACE

POLICY STATEMENT

The Agency will not tolerate any form of harassment in the workplace. The Agency has the responsibility to ensure the provision of a work environment free of harassment and discrimination.

The Ontario Human Rights Code states that every person has a right to equal treatment with respect to employment without discrimination or harassment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, or disability. It prohibits unwelcome sexual solicitations or advances made by a person of authority, or a reprisal because an advance has been refused. The Occupational Health and Safety Act also prohibits harassment in the workplace including virtual harassment through the use of information and communications technology.

DEFINITION

Section 1. (1) Definitions of the Occupational Health and Safety Act, defines Workplace Harassment as:

"Engaging in a course of vexatious comment or conduct against a worker in the workplace that is known or ought reasonably to be known to be unwelcome, or

Workplace Sexual Harassment as:

(a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

(b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome;"

Harassment is a form of discrimination which tends to emphasize or define a relationship in which parties are viewed as unequal. It is demeaning, intimidating and restricts the lives of its victims.

Harassment is not an isolated compliment or remark; relationships between consenting adults which are voluntary and are based on mutual attraction; nor the normal exercise of supervisory responsibilities, including training, counselling, and disciplining when necessary.

TERMS OF REFERENCE

Personal Harassment:

Personal Harassment is further defined as any repeated, intentional, offensive comment, behaviour or action made by individuals who knows or ought reasonably to know that such comments are demeaning to an individual or cause personal humiliation. It is also defined as the misuse of power such as intimidation, threats, blackmail and/or coercion. Personal harassment occurs when an individual uses his/her authority or position, with its implicit power, to undermine, sabotage, or otherwise interfere with the career of another Employee.

Sexual/Gender Harassment:

Sexual harassment is defined as any unsolicited or unwelcome sexual behaviour, comment, action, suggestion or physical contact that creates an uncomfortable environment for the recipient. Sexual harassment may also be a single sexual advance, particularly by one in authority that includes or implies a threat and/or reprisal made after a sexual advance is rejected.

Harassment, in any form, is to be viewed as disruptive and undesirable, affecting the well-being of any individual in the working environment.

Harassment, as defined by this Policy, includes, but is not limited to:

- sexually suggestive remarks (written or verbal);
- jokes, innuendoes, comments, slurs (written or verbal) regarding sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, handicap, age, marital status, family status, receipt of public assistance, or record of offenses;
- sexual body language, leering or inappropriate staring;
- unwanted questions or comments of a personal nature (reference to one's body, attire, marital status, sexuality, lifestyle, etc.);
- display of sexual materials (degrading pictures, cartoons or graffiti, etc.);
- unwanted physical contact (touching, patting, hugging, groping, etc.);
- unwelcome requests for social or sexual encounters;
- sexual favours requested in exchange for workplace advantages;
- ridiculing because of physical characteristics or dress as in the case of creed or country of origin;
- singling out of individuals for humiliating or demeaning "teasing", "bullying";
- conduct or comments which are motivated by consideration of a person's membership to a target group;
- display of cartoons, pictures or graffiti which are known or ought reasonably to be known as unwelcome.

COMPLAINT RESOLUTION

GUIDING PRINCIPLES

Each Employee, individual supported, or volunteer may exercise the right to request information, or to lodge a complaint based on this policy without fear or threat of reprisal for so doing.

A spirit of fairness must guide the proceedings. This includes the Respondent's right to know both the allegations and the Complainant, and the right of both parties to a fair and impartial resolution process. Every attempt will be made to resolve complaints in an expedient and confidential manner and to ensure a fair practice for both the Complainant and the Respondent and to protect them against unsubstantiated claims which might result in harm or gossip.

All incidents or complaints of workplace harassment shall be kept confidential except to the extent necessary to protect Employees, to investigate the complaint or incident, to take corrective action or otherwise as required by law. It must be understood by all parties that strict confidentiality cannot be absolute due to the nature of the resolution process. All Employees will be reminded of the Oath of Confidentiality [PER-100-09] policy.

PROCESS

1. Employees are encouraged to report verbally or in writing using the Workplace Harassment Complaint (PER72) form any incidents of workplace harassment immediately to their direct Manager/Director or Director of Human Resources. If reported verbally, the reporting contact, along with the Employee making the complaint must complete the Workplace Harassment Complaint (PER72) form. The Employee has the right to bring their complaint to anyone in the Agency in a position of authority, the Ontario Human Rights Commission, Legal Counsel, or any internal procedure including the Grievance Procedure.
2. The Director, Human Resources has been appointed by the Agency to respond to inquiries, co-ordinate investigations, mediate resolutions and assist others, as requested, in the resolution of complaints of harassment. All Employees, represented by the union, shall be informed of their right to have union representation.
3. The Director, Human Resources/designate in consultation with the Executive Director shall review the information provided and will determine who will be part of the Review Committee to conduct the investigation into the incident or complaint of workplace harassment.
4. Members of the Review Committee will be appointed by the Director, Human Resources or designate depending on the allegation brought forward.

The role and responsibilities of the Review Committee are as follows:

- a) Interview all Employees, witnesses, and other persons involved in or having direct knowledge of the complaint. Prior to any interview, an Employee must be advised of any allegations made against them.
- b) Document the proceedings of all interviews, and where appropriate, obtain signed statements from the persons interviewed.
- c) The Review Committee shall have the authority to require the attendance of all management and other Employees involved in or connected with the complaint.

- d) The Review Committee shall have the authority to request expert opinion on matters connected with the complaint.
 - e) The Review Committee shall prepare a comprehensive written report to the Director, Human Resources or designate covering the following:
 - a summary of all evidence
 - recommended course of action to be followed
5. Results of the investigation, including any corrective action taken or to be taken by the Employer, will be shared in writing with the complainant and, if applicable, the respondent within 10 calendar days of the investigation being completed. Where additional time is required to implement corrective action, the Employer will provide an update confirming the status of next steps.

If a resolution is affected in which compensation or disciplinary action is required, such action may be subject to approval.

If no resolution is affected, The Ontario Human Rights Commission will assume responsibility for the complaint and resolution. Should the Complainant choose to take the complaint to the Ontario Human Rights Commission at any time, all internal proceedings will stop.

Revised – September 2025

INDEX

Contents	Article	Page
Purpose of Agreement	1	1
Recognition	2	1
Management Rights	3	2
No Discrimination	4	4
Representation	5	4
Check Off	6	7
New Employees	7	8
Grievance Procedure	8	8
Arbitration	9	10
Discharge and Discipline	10	11
Policy Grievance	11	13
Personnel Records	12	14
No Strikes or Lockouts	13	14
Seniority	14	15
Seniority List	14	15
Loss of Seniority	14	17
Layoffs and Recalls	14	18
Seniority Outside Bargaining Unit	14	20
Promotions and Job Posting	15	20
Transfers Within Bargaining Unit	16	22
Hours of Work	17	23
Overtime	18	27
Paid Holidays	19	30
Vacations	20	32
Sick Leave	21	36
Leave of Absence	22	39
Bereavement Leave	23	41
Pregnancy and/or Parental Leave	24	42
Jury, Coroners and Crown Witness Leave	25	44

Contents	Article	Page
Payment of Wages and Classifications	26	45
Mileage	27	45
Benefits	28	46
Health and Safety	29	51
Bulletin Boards	30	52
Picket Lines	31	52
Job Security	32	53
Copies of Agreement	33	53
Job Evaluation	34	53
Employee Relations Committee	35	54
Term and Effective Dates	36	55
Appendix 1 – Deduction of Union Dues	—	56
Schedule A – Wages (Full-Time) 2024–2025	—	57
Schedule B – Wages (Part-Time Support Worker II) 2024–2025	—	58
Schedule C – Wages (Part-Time) 2024–2025	—	59
Schedule A – Wages (Full-Time) 2025–2026	—	60
Schedule B – Wages (Part-Time Support Worker II) 2025–2026	—	61
Schedule C – Wages (Part-Time) 2025–2026	—	62
Schedule D – Harassment in the Workplace	—	
LOU #1 – Staff Training	—	63
LOU #2 – Internal Mail Delivery Service	—	64
LOU #3 – Commitment to Part-Time Employees	—	65
LOU #4 – Overnight Trips/Vacations	—	67
LOU #5 – Wage Enhancements	—	68
LOU #6 – Multi Sector Pension Plan	—	69
LOU #7 – Quality Supports and Services	—	70
LOU #8 – Implications for Bargaining Unit Me		