COLLECTIVE AGREEMENT
hereafter referred to as the “Agreement”

between

insp re
Community Support Services | Services de soutien communautaire

hereafter referred to as the “Employer”

and

Canadian Union of Public Employees, and its’ Local 5455
hereafter referred to as the “Union”

In effect: April 1st, 2026
Expires: March 31st, 2029

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Contents

Article 1 Purpose

It is the purpose of the parties to the Agreement:

1) To encourage harmonious relations between the Employer and the Employees represented by the Union;
2) To recognize the value of discussion and negotiations in matters pertaining to this Collective Agreement;
3) To promote the morale, well-being, and security of all employees;
4) To establish terms of employment, working conditions, and wages for employees who are members of the collective bargaining unit;
5) To avoid interruptions of work and interference with the efficient operation of the Agency; and
6) To secure prompt and fair disposition of grievances.

Article 2 Definitions

For the purposes of this agreement, the following terms are defined as follows:

Employer:
INSPIRE – Services de soutien communautaire
INSPIRE – Community Support Services.

Union:
The term "Union" shall mean the Canadian Union of Public Employees and its' Local 5455, also known as CUPE Inspire Community Support Services.

Business days:
Monday to Friday not including statutory holidays.

Coverage List:
A list of Respite Services Employees used by the Employer to assign additional shifts in order of seniority after the schedule has been posted.

Casual Employee:
An employee who is not regularly scheduled to work but who works on an "as needed basis" and is called to work when required. Unless otherwise noted, casual employees are entitled to all provisions of this Agreement.

Fiscal Year:
From 12:00 am on April 1 of any year until 11:59 pm on March 31st of the following year.

Full-Time:
Full time employees are those employees who are not part-time or casual employees.

In Writing / Written:
Correspondence delivered by email. Correspondence between the Employer and the Union will be between the Executive Director and the Union President or designate.

Night Shift:
Any shift where the majority of the hours worked by the employee fall between the hours of 11:00 pm and 7:00 am.

Normal hours of Work (excluding Respite Services Employees):
Regular daily work hours for the employees within the bargaining unit shall be seven (7) hours per day and five (5) days per week unless otherwise specified in this Agreement.

Permanent Employee:
Any employee that is not a temporary employee.

Part-Time Employee:
An employee who is regularly scheduled to work twenty-four (24) hours per week or less. Unless otherwise noted, part-time employees are entitled to all provisions of the Agreement.

Pay Day:
Pay days will be every second Thursday in accordance with Schedule A. On each pay, each employee shall be provided with an itemized statement of their salary and deductions.

Respite Service Employee:
An employee who is scheduled by the Employer to provide respite services to one or more of the Employer's clients whether in the Respite Home owned by the Employer, the client's home or in the community.

Temporary Employee:
A temporary employee is a person who is hired by the Employer:

- For a specific term or task, or for a special project, not to exceed six (6) calendar months. This temporary term may be extended by mutual agreement between the Employer and the Union to a maximum of twenty-four (24) months; or
- To replace another employee during the period that the other employee is absent due to sick leave or a leave of absence. Such period shall not exceed twenty-four (24) months.

Article 3 Management Rights

The Union acknowledges that the Employer retains the exclusive right to manage the operations of the Agency and to direct the workforce, except as expressly limited by the provisions of the Collective Agreement. The Employer's rights include, but are not limited to, the right to:

1. Plan, direct and control all operations and services;
2. Hire, assign, promote, transfer, classify, lay off, recall, and discipline or discharge employees for just cause;
3. Determine job content, job qualifications, and the size and composition of the workforce;
4. Establish work schedules, hours of work, and assignments;
5. Maintain order, discipline, and efficiency, and to make, alter, enforce, and rescind reasonable rules, policies and practices governing the conduct of employees;
6. Introduce new methods, equipment, facilities and standards;
7. Determine the means, methods, and processes by which work is performed;
8. Assign work, establish performance standards, and evaluate performance;
9. Make decisions regarding the contracting-out of work not inconsistent with this Agreement.

The Employer agrees that these rights shall be exercised in a manner consistent with the terms of this Collective Agreement.

Article 4 Recognition of Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 5455 as the sole and exclusive bargaining agent of all employees of Inspire-Community Support Services/Inspire-Services de soutien communautaire save and except Managers and Directors and persons above the rank of Managers and Directors, Executive Assistant to the Executive Director, accounting clerk, Management administrative support and students employed during the school vacation period.

4.01 No Other Agreements

No members of the Bargaining Unit shall enter into any agreement with the Employer which contravenes or may contravene the terms of this Collective Agreement.

4.02 Bargaining Unit Work

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of instruction, experimentation, or in exceptional circumstances when regular employees are not readily available.

Students, volunteers, and parents who provide assistance to the Employer shall be engaged only to enrich current programs or provide other services not offered by the Employer.

4.03 <u>Qualifications</u>

Should job qualifications for a current position change, any bargaining unit member currently employed in that position will automatically be deemed qualified while the incumbent remains in that position.

4.04 <u>Agreement Takes Precedence</u>

All parties agree to abide by the provisions of the Ontario Human Rights Code and the Ontario Employment Standards Act, 2000 as well as any applicable provincial or federal legislation.

4.05 <u>No Interference</u>

The Employer and the Union agree that there shall be no discrimination, intimidation, restraint or coercion exercised or practiced with respect to any employee because of their Union affiliation.

Article 5 Union Activity

The Union agrees that there will be no Union activities or meetings on the Employer's premises except as established by the Agreement or as may be specifically approved in writing by the Employer. Employees will be permitted to consult their Union representative (i.e. shop steward or an Executive officer) on the Employer's premises during lunch and/or break periods. All union related communication, except those with the Employer, must be done with the employee's personal communication devices, (i.e. cell phone, email, computer) during non-working hours.

5.01 <u>CUPE Representative</u>

The Union shall have the right at any time to consult with representatives of the Canadian Union of Public Employees when discussing Union matters with the Employer. With notification to the Employer, such representatives shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

Article 6 New Employees

Any employee who is eligible for membership and who commences employment with the Employer shall become and remain a member of the Union from the date of their hiring.

6.01 <u>New Employee Orientation to Union</u>

The Employer shall, on commencement of employment, inform newly hired employees that a Collective Agreement is in effect, that Union dues shall be deducted from their pay. New employees will be provided with a copy of the Collective Agreement (in electronic or paper form) by the appropriate union steward.

6.02 Union to Meet with New Employee

At a time and place designated by the Employer and following an opportunity for the new employee to review the Collective Agreement, the Steward or other representative of the Union shall contact the new employee and be allowed an opportunity to meet with the new employee for up to thirty (30) minutes for the purpose of acquainting the employee with the Union. This meeting will occur during normal working hours and without loss of pay for the Union representative.

Article 7 Deduction of Union Dues

The Employer agrees to deduct from the pay of each employee who is covered by this Agreement, an amount equivalent to the regular monthly dues of the Union, together with any initiation fees or assessments levied in accordance with the constitution and/or by-laws. The Union shall advise the Employer in writing of any changes in the dues or initiation amounts at least one month before such changes are implemented.

7.01 Deductions

Deductions shall be forwarded to the National Secretary-Treasurer of the Union no later than the 15th day of the month following that month for which the dues were levied. The Employer agrees to provide a list of employees from whom deductions have been made indicating the amount of dues deducted. The list shall indicate for each employee: the total earnings, total hours of work and amount deducted for the period.

7.02 Collection of Dues – Employees Absent from Work

The Employer will not be required to collect any dues from an employee during an absence from work where that employee has no earnings.

7.03 Employer Indemnification

The Union agrees to indemnify and save the Employer against any and all claims, demands and suits or other forms of liability arising from this Employer complying with the Article, except for any claim or liability arising out of an error committed by the Employer, limited to the amount actually involved in the error.

7.04 Union Dues Receipt

When Income Tax (T-4) slips are made available to staff for the previous tax year, the Employer shall include the amount of Union dues paid by each Union Member in that year.

Article 8 Correspondence

All correspondence between the parties to this agreement, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director of the Employer, or their delegate, and the President of the Union Local or the CUPE National Representative or designate.

8.01 Notification of Changes

The Employer shall notify the Union in writing of any changes to staff, work status, classification, rate of pay, change of address, or telephone number and other changes that might occur. Such notification of changes shall accompany the monthly Union dues remitted by the Employer.

Article 9 Labour Management Committee

A Labour Management Committee shall be established consisting of an equal number of representatives of the Union and representatives of the Employer.

9.01 Restrictions on the Committee

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

9.02 Union and Employer Representation on the Committee

Union representation on the Committee shall consist of no more than three (3) employees selected by the Union and all of whom must either be members of the Union Local Executive or Shop Stewards. Employer representation on the Committee shall consist of no more than three (3) persons of which one must be the Executive Director. One Employer representative and one Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Either party may invite guests to the Committee upon mutual agreement of the members of the Committee.

9.03 Duties of the Committee

The Duties of the Committee are:

1) To communicate information and ideas between the Employer and the Union;
2) To make recommendations or suggest remedies regarding matters of concern related to the workplace;
3) To discuss issues relating to the workplace which affect the parties.

9.04 Committee Meetings

The Committee shall meet as deemed necessary at the request of either party at a time mutually agreed upon between the parties. Committee members shall receive a notice of any meeting and the proposed agenda at least forty-eight (48) hours in advance. The Committee shall meet a minimum of four (4) times a year, quarterly.

9.05 Committee Meeting Minutes

Minutes of each meeting shall be prepared by the Employer and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE National representative and the Employer shall receive two (2) signed copies of the minutes within forty-eight (48) hours of the next scheduled meeting.

9.06 No Loss of Pay for Committee Meetings

The Employer agrees that the employees required to attend in-house committee meetings shall not suffer any loss of regular pay for the time spent attending meetings. Any hours spent attending these meetings outside of the regular hours shall be paid at regular time.

Article 10 Union and Employer Relations

The Union will provide the names of its representatives to the Employer. The Employer will supply the Union with a list of its Managers and Directors with whom Union representatives may be required to have discussions.

10.01 No Loss of Pay for Union and Employer Meetings

Employee representative of the Union shall have the right to attend meetings with the Employer held within working hours without loss of remuneration. Any hours spent attending meetings with the Employer outside of regular working hours shall be paid at regular time.

10.02 Union and Employer Discussions

Local Union stewards may meet and discuss with appropriate Managers. The local Union President will meet and discuss with the Executive Director. The Executive Director has the right to attend all meetings that include any Manager.

Article 11 Bargaining Relations

All matters pertaining to the renewal of this Collective Agreement shall be referred by a Union Bargaining Committee to the Employer for discussion and settlement as per the terms of this collective agreement during the negotiation of the contract renewal.

11.01 Recognition of Bargaining Committee

The Employer agrees to recognize a Union Bargaining Committee consisting of three (3) employees plus one (1) representative of CUPE National Office whose function it shall be to negotiate renewals of this Agreement. The Union agrees to notify the Employer of the names of the Negotiating Committee in writing before the Employer shall be required to recognize the same. The Employer agrees to compensate the members of the Negotiating Committee at their regular time hourly rate for time lost from regularly scheduled working hours while meeting with the Employer to negotiate renewals of the Collective Agreement. Representatives of the Union Bargaining Committee will not suffer any loss of pay, benefits, service or seniority for scheduled shifts not worked during actual contract negotiations with the Employer.

11.02 No Outside Bargaining

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing a bargaining unit employee or group of employees in the bargaining unit, an elected or appointed representative of the Union shall be the spokesperson.

Article 12 Union Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor educational functions such as seminars, workshops, lectures etc. to be held on the Employer's premises during the employee's lunch period or following the regular working day with notification to the Employer and if and when such space is available.

Article 13 Grievances

Grievance is defined as any difference arising from the interpretation, application, administration, or alleged violation of the Collective Agreement or any applicable legislation.

In order to provide an orderly and prompt procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards to prepare and present employee/Union grievances in accordance with the grievance procedures.

13.01 Recognition of Shop Stewards

The Employer shall recognize one (1) shop steward per location, and one (1) Chief Shop Steward. The Union shall notify the Employer in writing of the name of each Steward, and the name of the Chief Steward before the Employer shall be required to recognize them.

13.02 Permission to Leave Work

The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this agreement and shall leave their work only after obtaining the permission of their supervisor, which permission shall be given as soon as possible and not unreasonably withheld. When permission is given to a Steward, the Steward will not have pay deducted if such duty is performed during normal working hours.

13.03 Access to Meeting Facilities

The Employer shall supply any necessary meeting facilities at each step of the grievance process.

13.04 Grievance Committee

A Grievance Committee shall be composed of the President or designate, and either the Chief Steward, or the Steward directly involved with resolving any particular grievance. The Employer recognizes that from time to time, a new Steward may require training on their duties and responsibilities as a Steward and may be added to the Committee for the training purpose.

13.05 Timely Settlement of Grievances

It is in the interest of the Union and the Employer to settle employee complaints as quickly as possible. It is understood that an employee cannot initiate the grievance procedure until they have given their immediate supervisor an opportunity to address their complaint at Step One of the Grievance Procedure.

13.06 Grievance Procedure

The following steps are to be followed when an employee has a complaint which could result in the Union filing a grievance on their behalf. At each step of the grievance procedure, the griever must be advised of any action taken and the date of any pending action due from the Employer or Union. At any step in the grievance process, further discussions between the Employer and the Union following the initiation of that step do not automatically extend the deadlines for the subsequent action to be taken.

Step One – Discussion

If an employee has a complaint, they shall discuss it with their immediate supervisor within seven (7) business days of their being made aware of or ought reasonably to have been aware of the circumstances giving rise to the complaint. The employee may be accompanied by a Union steward or one of the members of the Local Union Executive for this discussion. If a settlement is not agreed upon within the next seven (7) business days following that discussion, the Union may proceed to the next step.

Step Two

The grievance shall be presented by the Union to the supervisor in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of this Agreement which are alleged to have been violated. The Supervisor shall deliver their decision to the Union in writing with a copy to the employee within seven (7) business days following the presentation of the grievance to them.

Step Three

Within seven (7) business days of the decision being made by the supervisor and provided to the Union in Step Two, the Union may proceed to present this grievance in writing to the Executive Director or their designate. The Employer and the Union must meet to discuss within five (5) business days. The Executive Director shall deliver their decision to the Union in writing (by email or hand-delivered) within seven (7) business days. Alternatively, the Union and the Employer may reach an agreement to resolve the grievance.

13.07 Failing Settlement

Failing settlement of the grievance at Step Three, the matter may be referred to arbitration no later than ten (10) business days after the written decision at Step Three has been provided in accordance with Article 13.06.

13.08 Policy/Group/Union Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and seek adjustment with the Employer in the manner provided in the grievance procedure. Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Step One may be bypassed, and the grievance shall be delivered to the Director of HR, Administration and Quality Assurance.

13.09 Grievance Regarding Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step Two of the Grievance process.

13.10 Extension of Time Limits

Time limits referred to in the grievance and arbitration process may only be extended by mutual agreement of the Union and the Employer specified in writing (by mutually agreed-upon email or signed hard copy).

13.11 Mediation

The parties may mutually agree to appoint a mediator to attempt to resolve the grievance at any time during the grievance procedure. The Union and the Employer will share any cost of said mediator. Timelines for arbitration shall be suspended pending the outcome of mediation.

13.12 Definition of Business Days

In this Article 13, business days shall include all working days exclusive of Saturday, Sunday, and designated holidays under this collective agreement.

Article 14 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing by email addressed to the other party. The party referring the matter to arbitration shall provide the other party the names of suggested arbitrators to act as sole arbitrator to hear and determine the matter. Within seven (7) days, the other party shall answer by email either agreeing to one of the proposed arbitrators or proposing its own alternatives. If the parties cannot agree to the choice of arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

14.01 Arbitrator's Decision is Final and Binding

The decision of the Arbitrator shall be final, binding, and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

14.02 Arbitrator May Substitute Penalties

The Arbitrator shall have the power to substitute penalties for discipline as they deem just and reasonable considering the circumstances.

14.03 Clarification of Arbitrator's Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision.

14.04 Payment of Arbitrator Fees and Expenses

Each party shall pay one half (1/2) of the fees and expenses of the Arbitrator.

Article 15 Discipline and Discharge

The Employer shall not discipline, suspend, or discharge any Employee who has completed the probationary period except for just cause. The Employer recognizes the principle of progressive discipline.

15.01 Right to have Steward present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action. Where an employee waives the right to Union representation at the interview, they will complete and sign a waiver which will be provided to the designated Union representative within three (3) working days.

15.02 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised at the time of discipline, in writing by the Employer as to the reason for such discharge or suspension.

Article 16 New Employees Probationary Periods

Newly hired employees shall be considered on a probationary basis for a period of three (3) months of continuous service for full-time employees or 455 hours worked for casual and part-time employees from the date of last hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

By mutual consent between the Union and the Employer, the probationary period for any employee may be extended for an additional period equal to the original period of probation, provided a written evaluation of the employee's performance has been completed and the employee whose probation is being extended is notified in writing at least fifteen (15) working days prior to the expiration of the original probationary period. The notification must give the reasons for the extension.

Article 17 Seniority and Recalls

The Employer shall maintain three (3) separate seniority lists:

1) Seniority for full-time Employees is defined as the length of service in the Bargaining Unit from the date of last hire;
2) For part-time Employees, seniority shall be calculated on the basis of hours worked from date of last hire, with 1820 hours worked representing one (1) year of service; and
3) For casual Employees, seniority shall be calculated on the basis of hours worked from date of last hire, with 1820 hours worked representing one (1) year of service.

However, a part-time or casual Employee shall not accumulate in excess of one (1) year seniority in any twelve (12) month period.

The lists will show the current job classification and the date upon which each employee's service commenced. A current seniority list shall be sent to the Union and posted on all Employer bulletin boards on a semi-annual basis (January and June) or ad hoc as needed.

17.01 Seniority Start Date

After completion of the probationary period, seniority shall be effective from the date of last hire based on the calculation in this Article.

17.02 Promotion and Transfer Outside Bargaining Unit

No Employee shall be transferred and/or promoted to a position outside of the bargaining unit without their written consent. An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event that the Employee chooses to return or is returned by the Employer to a position in the bargaining unit within six (6) calendar months of the transfer and/or promotion, the Employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within six (6) calendar months from the transfer and/or promotion shall forfeit all bargaining unit seniority.

17.03 No Loss of Seniority During Approved Absences

An Employee shall not lose accrued seniority and shall continue to accrue seniority if they are absent from work because of a leave of absence approved by the Employer or as otherwise stated in this Agreement.

17.04 Loss of Seniority

An Employee shall lose their seniority

- If the Employee is discharged for just cause and not reinstated.
- If the Employee resigns in writing and does not retract such resignation in writing within forty-eight (48) hours;
- If the Employee fails to return to work within ten (10) working days following a layoff after a notice to do so is sent by the Employer by registered mail to the last address on record with the Employer;
- If the Employee retires;
- If the Employee is absent from work in excess of three (3) consecutive working days for full-time Employees, (or three (3) consecutive shifts on different dates, for part-time or casual Employees) without notifying the Employer and without providing the Employer with a satisfactory reason for the absence, unless such notice was not reasonably possible;
- If the Employee has been laid off for a period of more than twenty-four (24) months;
- If the Employee accepts employment with another Employer while on leave, including but not limited to sickness, disability, accident, layoff, or other leave approved by the Employer.
- If the Employee is absent for more than thirty-six (36) months because of sickness or physical disability or both, and there is no prognosis at the end of that time period for a return to work with or without accommodation, the Employer agrees to review the Employee's status to ensure that any action taken by the Employer complies with the *Human Rights Code*.

Article 18 Promotion and staff changes

The Employer and the Union recognize the principle of promotion from within the service of the Employer and that job opportunities and opportunities for promotion should increase in proportion to length of service. Therefore, in making staff changes, transfers, filling vacancies and/or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications, skills, and abilities. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

18.01 Multiple Part-Time Positions

Part-Time Employees may hold more than one position within the Employer.

18.02 No New Employees Until Recall Complete

No new Employees will be hired until former Employees subject to recall who have the ability and qualifications to do the job available have been given the opportunity.

18.03 Union and Employee Notification Job Postings

When a new position is created or when an existing permanent position or temporary vacancy occurs inside the bargaining unit and before publicly advertising the position's availability, the Employer shall immediately notify the Union in writing and shall have five (5) working days to post notice of the available position in the Employer's offices on employee bulletin boards. Employees will also be notified of the opening via email within five (5) business days following the vacancy. With the Employee's consent, the Employer shall use the personal email address to notify an Employee on an approved leave of absence. All postings shall be posted for a minimum of five (5) working days.

18.04 Information to be Included in Job Postings

Notice of availability of the position will include:

- The Position Description
- The qualifications
- The required knowledge and education
- The required skills and competencies
- The location(s)
- The hours of work
- The wage or salary rate or range
- The position's language designation, and
- Details of the application process

18.05 Fair Competition for Jobs Interview

Where an interview is conducted as part of the hiring process for a Unionized position, the Union Executive will have access to any scoring matrix, questions, and results.

18.06 No Outside Advertising Until Internal Process Complete

Unless mutually agreed upon, positions shall not be advertised outside the Employer or applications made available to the public until notice to Unionized employees as outlined above has been given and only if there are no applications from qualifying employees.

18.07 Internal Application Process

Unionized employees applying for such vacancies must submit their applications before the end of the five (5) business day period referred to in Article 18.03. It is the responsibility of the Employee to keep their resume current. A temporary Employee may be considered for a job where there are not permanent Employees who are qualified and have applied for the position, and the beginning of the position applied for by the temporary Employee is scheduled to begin after completion of their current temporary assignment.

The Employer shall advise each applicant of the outcome of their application. Upon request, the Employer shall provide a verbal explanation to applicants who have been denied promotion or transfer.

18.08 Notification and Announcement of Successful Candidate

The successful bargaining unit employee/applicant (if any) for any new position openings shall be notified within seven (7) working days following the end of the internal posting procedure. Once confirmed, the name of the successful applicant shall be shared with all staff.

18.09 Trial Period

Following a posting, the successful internal applicant shall be allowed a trial period of up to three (3) months during which the Employer will determine if the employee can satisfactorily perform the job. Within this trial period, the employee may be returned to their former position or status by the Employer if they prove unsatisfactory or may voluntarily return to the position they formerly occupied, without loss of seniority and at the wage rate of their former position. Any other employee promoted or transferred as a result of the trial period appointment shall also be returned to their former position without loss of seniority and at the wage rate of their former position. The trial period may be extended by mutual agreement between the parties.

18.10 Temporary Leaves and Vacancies Exceeding 30 Days (Full-time Positions)

For temporary vacancies of positions greater than thirty (30) days and less than six (6) months duration covered by this Collective Agreement, the Employer will offer the position to the most senior employee with the required qualifications, skills and abilities for the position.

The six (6) months term may be extended a further six (6) months for a period not to exceed a total of twenty-four (24) months on mutual agreement of the Union, the employee, and the Employer, where the leave of the person being replaced extends that far. The temporary period of employment of the replacement employee will not exceed the period of the absentee's leave.

18.11 Temporary Leaves and Vacancies less than or Equal to 30 Days

Temporary vacancies from six (6) days up to and including thirty (30) days shall not be posted but consideration for filling such vacancies will be given to part-time employees having the required qualifications, skills, and abilities. For temporary vacancies of six (6) days or less the position shall be filled at the discretion of the Employer.

18.12 Return to Regular Work Following Temporary Assignment

Employees temporarily assigned to fill vacancies shall be returned to their former position without loss of seniority or change in salary rate unless such rate has increased. Employees filling temporarily vacant positions may continue using the job posting provisions under the Collective Agreement.

Article 19 Notice of Changes Affecting Bargaining Unit

The Employer shall give the Union thirty (30) calendar days notice in writing if the Employer and/or the Ministry is considering or planning reductions and/or closure of any programs, services, or supports currently provided by the Employer; lay-offs; restructuring; or any other action that would impact the work of the bargaining unit and/or job security of bargaining unit members.

19.01 Meeting to Discuss Changes

The Employer shall meet with the Union within five (5) working days of the written notice above at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other action that would impact the job security of bargaining unit members.

Article 20 Layoffs

A layoff is a reduction in the normal hours of work or a reduction in the number of full-time and/or part-time employees of the bargaining unit.

20.01 Employer and Union to Discuss Layoffs

Should a lay-off be deemed required by the Employer, the Employer will meet with the Union at the Labour Management Committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on Employees in the Bargaining Unit.

20.02 Notice of Layoffs

The Employer shall notify the Union in writing of the Employer's intention to lay off any employee(s). Following at least ten (10) business days' notice to the Union, the Employer shall notify, in writing, employees who are to be laid off fifteen (15) business days for an employee who has three (3) years' seniority or less, and twenty (20) business days for an employee who has over three (3) years' seniority;

or more if the *Employment Standards Act* requires greater notice, prior to the effective date of layoff. If the employee has not had the opportunity to work the full notice period, they shall be paid for that part of the notice period for which work was not made available. A week shall be calculated based on the average of the employee's last eight (8) weeks of hours worked. Casual employees are not subject to this extended layoff notice.

20.03 <u>Role of Seniority in Layoffs</u>

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may replace any employee with less seniority providing the employee exercising the right has the necessary qualifications, skills, and abilities to immediately perform the work of the employee, with a minimal amount of training, with lesser seniority. The employee with lesser seniority becomes the employee subject to the original lay-off. This is known as the "right to bump".

The employee taking on the new position will be granted a five (5) day orientation period.

20.04 <u>Bumping Rights for Part-Time and Casual Employees</u>

Part-time employees losing their job as the result of a lay-off cannot use their seniority to "bump" into a full-time position. Casual employees losing their job as the result of a lay-off cannot use their seniority to "bump" into a part-time or full-time position.

20.05 <u>Layoffs and Service Level Requirements</u>

In the event of a lay-off, consideration shall be given to the service level requirements and the ability, skill, and experience of those employees remaining to perform the jobs available.

20.06 <u>Salary Changes Following Bumping</u>

An employee who "bumps" into a lower classification shall receive the wage rate of the lower classification closest to but not less than their current rate for the position from which they are being laid off.

20.07 <u>Right to Bump Up</u>

The right to bump shall include the right to bump up.

20.08 <u>Recalls</u>

Employees shall be recalled in the order of their seniority. The most senior person on a layoff list will have first right of recall provided they have the qualifications, skills and abilities for the position and are able to do the available work.

20.09 <u>Recall Order</u>

The Employer must recall full-time employees first, then part-time employees, and finally casual employees, always in the order of their seniority.

20.10 Recall Rights

An Employee who is laid off shall be placed on the recall list for a period of twenty-four (24) months from the date of the lay-off.

Article 21 Hours of Work

This section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

21.01 Hours of Operation and Employee Breaks

Unless provided for elsewhere in this agreement, the normal hours of operation of the Employer will be from 8:00am to 12:00 pm and 1:00 pm to 4:00 pm every weekday, excluding weekends and statutory holidays. Unless provided for elsewhere in this agreement, employees working these hours are entitled to an unpaid break of one (1) hour and two paid breaks of fifteen (15) minutes each.

21.02 Special Hours of Operation

The Employer may schedule employees to work one day per week from 12:30pm to 8:00pm, not including Friday, Saturday, Sunday, or statutory holidays. At the discretion of the Employer, such a change may be temporary or may be a recurring change to the employee's schedule. The Employer shall provide the employee with two (2) weeks of notice if the change is of a temporary nature and four (4) weeks of notice if this is a long-term or permanent change to the employee's schedule. Employees working these hours are entitled to an unpaid break of one half (1/2) hour and two paid breaks of fifteen (15) minutes each. Nothing in this Article limits the employees' ability to flex-time in accordance with this Collective Agreement.

21.03 Special Hours of Operation – Respite Services only

The Employer may schedule Respite Services employees to work varied shifts and/or hours daily. Respite Services employees working a shift which is eight (8) hours are entitled to a paid break of one half (1/2) hour and two (2) paid breaks of fifteen (15) minutes per shift. Respite Services employees working a shift which is more than four (4) hours, and less than eight (8) hours are entitled to two (2) paid fifteen (15) minute breaks per shift. Respite Services employees working a shift which is four (4) hours or less are entitled to one (1) paid fifteen (15) minute break per shift. Respite Service employees are expected to remain on-site for all breaks when providing Respite Services. Employee breaks shall in no way interfere with the quality of client care.

When a Respite Services Employee works a shift which is more than eight (8) hours, they shall be entitled to a paid break of one half (1/2) hour and three (3) paid breaks of fifteen (15) minutes per shift.

21.04 Missed paid breaks

Paid or unpaid breaks will not be taken at the beginning or the end of any workday or shift. A missed break cannot be accumulated in lieu of worked hours, either as time or overtime, nor carried over to another shift. Paid or unpaid breaks must be taken as a whole and not divided into smaller increments.

21.05 Reporting Pay – Respite Services Only

Respite Services employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours. In the event the employee refuses to perform the re-assigned work, the Employer is not responsible for paying the three (3) hours.

21.06 Flex-Time

Flexible hours of work, or "flex-time" is a system designed to accommodate the need to service the Employer's clients and individual needs of an employee. In this Article, flex-time refers to flexible starting and finishing times on any given workday. Flex-time cannot be utilized as a permanent change of hours, outside of the Employer's hours of operation.

Employees must request to work flex-time in advance of the workday in question and such requests are always subject to the written approval of the Employee's immediate supervisor.

This Article does not apply to Respite Services employees.

21.07 Method of Communication

Notice of a shift cancellation shall be communicated by one (1) or more of the following methods:

a. Direct telephone call to employee; or
b. Work-issued email address; or
c. In person at the employee's immediately preceding scheduled shift; or
d. By text

Article 22 Scheduling (for Respite Services Employees Only)

22.01 Advance Scheduling

The parties understand and agree that Respite Services employees will be scheduled in accordance with the needs of the Employer. Schedules for a four (4) week period shall be posted in an appropriate place and e-mailed to all Respite Services employees at least two (2) weeks in advance of the commencement of the schedule.

If a change in schedule is being requested by an employee after the schedule has been posted, that employee must find a suitable substitute from existing employees and submit the request, co-signed by the replacement employee, to their supervising Director within one (1) week of receipt of the original schedule. Provided such scheduling changes do not result in overtime payment or any other additional compensation for either employee, they will not be unreasonably denied.

22.02 Assignment of Hours

The Employer will make every effort to assign 144 hours of work in a four (4) week schedule **for** full-time employees.

The majority of shifts scheduled by the Employer shall be eight (8) hours or longer. There shall be no split shifts.

22.03 Consecutive Night Shifts

Respite Services employees will not be scheduled to work more than four (4) consecutive eight (8) hour night shifts without the expressed consent of the employee. Respite Services employees will not be scheduled to work more than three (3) consecutive twelve (12) hour shifts without the expressed consent of the employee. Employees scheduled three (3) twelve hour shifts shall not be scheduled or assigned another consecutive shift.

A period of at least twelve (12) hours will be scheduled off between a night shift and the employee's next scheduled shift without the expressed consent of the employee. For the purposes of this agreement, a "scheduled shift" is one that is on the posted schedule.

22.04 Night Shift Limits for Full-Time Respite Services Employees Only

Where respite occupancy allows, and available part-time and casual Respite Services employees are available, full-time Respite Services employees will be exempt from night shifts every other posted schedule.

22.05 Shift Cancellations and Work Shortage

An employee whose work shift is cancelled due to a shortage of work or an unforeseen closure, with less than twenty-four (24) hours of notice shall be paid their regular rate of pay for a minimum of three (3) hours.

In the event of an unforeseen closure where no hours are available to any employee, no compensation for loss of work will occur if at least 24 hours' notice is given to the affected employees.

Where available hours are reduced as per this Article, preference in the allotment of hours shall be given to senior employees qualified to do the work available during the day(s) of work shortage.

Where available hours are reduced due to work shortage, an employee whose hours have been reduced is to be considered first for the next unfilled available shift, providing the employee whose hours were reduced has the necessary skills and qualifications and experience to immediately perform the work.

Shift cancellations due to work shortage or an unforeseen closure shall not constitute a lay-off under the Collective Agreement.

22.06 Call-Out

Part-time and casual employees who are part of the Call-Out List are to be called and/or texted and provided with offers of work hours in order of seniority.

Article 23 Overtime

For all employees, except Respite Services Employees, overtime is defined as hours authorized by the Employer that are worked in excess of thirty-five (35) hours per week.

Overtime premiums will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premium payable under the provisions of this Collective Agreement.

23.01 Overtime Approved in Advance

All overtime must be approved in advance by the employee's immediate supervisor, except in cases of emergency or unanticipated times where ending work on time would interfere with the quality of client care. The Employer acknowledges that pre-approval of overtime is not always possible. However, reasonable efforts should be made to advise the immediate supervisor or Executive Director that working overtime is unavoidable. Employees working overtime must make every attempt to finish their tasks as quickly as possible to avoid undue expense for the Employer.

The parties agree that Flex-Time is not a remedy available to the Employer in the event that an employee works overtime that is not approved in advance by the Employer.

23.02 Overtime for Respite Services Employees

For all Respite Services Employees, overtime is defined as hours authorized by the Employer that are worked in excess of:

a) eight (8) hours per day if the employee was scheduled to work an eight (8) hour shift that day; or
b) Twelve (12) hours per day if the employee was scheduled to work a twelve (12) hour shift that day; or
c) 144 hours in two (2) bi-weekly pay periods.

Respite Services Employees who work overtime will be compensated at a wage rate of one and a half (1 ½) times their regular hourly salary rate.

The Employer shall not require any Respite Services Employees to equalize any overtime worked with a change of scheduled shifts.

23.03 Overtime all other Employees (not Respite Services Employees)

Each employee, except a Respite Services Employee, that works in excess of thirty-five (35) hours in a week shall accumulate overtime at the rate of one and a half (1 ½) for each thirty minutes worked and such accumulated overtime shall be placed into each employee's overtime bank.

Employees may request paid time off at a time that is mutually agreed upon by the Employer and the employee. A maximum of twenty-eight (28) hours may be in an Employee's overtime bank after which the Employer will schedule paid time off for the Employee if no agreement has been reached for a mutually agreeable time.

The Employer will encourage employees to flex employees weekly schedule to avoid overtime being accumulated in the bank.

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

23.04 Fair Distribution of Available Overtime Hours (Respite Services Employees)

The Employer will fairly distribute any available overtime by seniority among its Respite Services Employees who are willing and qualified to perform the available work.

23.05 Long-Term Continuous Overtime Incurred

There shall be no long-term continuous overtime worked (more than 10 business days) in any department while there are employees on layoff able to perform the available work except during periods of emergencies. An employee recalled to work in lieu of overtime being worked by another employee shall be considered to be temporarily recalled for a task and may again be laid off without notice. It is understood that an employee on layoff who is recalled to perform work of a short or temporary duration shall have the right to refuse such recall without affecting their recall rights. It is further understood that an employee recalled to work for a short or temporary duration shall have the balance of their recall rights suspended for the duration of their temporary return to work.

23.06 Call Back Pay

A Respite Service Employee who has left work and is called back to work after they have completed their regular working hours or shift shall be paid a minimum of three (3) hours at their regular rate of pay or at one and one half (1 ½) their regular rate of pay for the hours actually worked, whichever is greater.

Any Employee, except Respite Services Employees, who has left work and is called back to work after they have completed their regular working hours or shift shall accumulate a minimum of three (3) hours or one and one half (1 ½) hours of each hour actually worked, whichever is greater, into their overtime bank.

23.07 Overtime of Employees on Approved Leave

An employee who is absent on approved time off during their scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence shall, for the purpose of computing overtime pay, be considered to have worked during the regular hours during such absence.

23.08 Change to Daylight Saving Time and Standard Time

At the time of change of Standard to Daylight Saving Time, employees working the night shift shall each work seven (7) hours and be paid for eight (8) hours work. When reverting from Daylight Saving Time to Standard Time, employees will work nine (9) hours and be paid accordingly. Overtime rate shall not apply.

At the time of change of Standard to Daylight Saving Time, employees working the night shift shall each work eleven (11) hours and be paid for twelve (12) hours work. When reverting from Daylight Saving

Time to Standard Time, employees will work thirteen (13) hours and be paid accordingly. Overtime rate shall not apply.

Article 24 Paid Holidays

The Employer recognizes the following paid holidays for all employees within the Bargaining Unit:

- New Year's Day
- Day following New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday (August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

24.01 Floater Holiday (for full-time employees only)

In addition to the above paid holidays above, employees shall be entitled to one (1) paid floater holiday. Employees must advise their immediate supervisor at least forty-eight (48) hours prior to using the floater holiday. Employees shall be permitted to carry over one (1) floater from one (1) year to the next year but no more than two (2) per year may be accumulated. A floater day can only be taken as a full day.

24.02 Floater Holiday – Casual and Part-Time Employees

A part-time employee will be eligible to one (1) floater day per fiscal year after having worked a minimum of four hundred (400) hours. The employee may take their floater at any time within the fiscal year. Such requests shall not be unreasonably denied. Should an employee leave their employment before accumulating four hundred (400) working hours withing the current fiscal year and has taken an unearned floater, they will reimburse the Employer for said day. Any floater not used within the fiscal year will be lost. A floater day can only be taken as a full day.

Casual employees are not entitled to floater holidays.

24.03 Statutory Holidays Occurring on Weekends

When any of the above-noted paid holidays occur on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared a Holiday) shall be deemed to be the paid holiday for the purpose of this Agreement.

24.04 Pay for Working Statutory Holiday

In the case of statutory holidays as defined in Article 24 Paid Holidays, the rate of pay will be time and a half (1 ½) plus another paid day off at a mutually agreed time.

24.05 Holiday Pay

If not scheduled to work on holidays as per Article 24.04, the employee shall be paid the straight hourly wage for said holidays.

Full-time office staff will be paid 7 hours for statutory holidays.

Full-time respite staff will be paid 8 hours for statutory holidays.

Part-time and casual staff will be paid as per the *Employment Standards Act of Ontario.*

To qualify, the employee must meet the criteria in accordance with the *Employment Standards Act of Ontario.*

Article 25 Vacation

25.01 Length of Vacations (Full-Time Employees)

(a) The vacation reference year is from April 1 to March 31 of the next calendar year.

(b) On April 1 of each year, an employee shall receive in anticipation, in their banked entitlement, vacation credits after the end of the vacation reference year.

(c) Should an employee leave their employment before the end of the fiscal year and has taken unearned vacation days, they will reimburse the Employer for said days.

(d) A letter permitting the Employer to deduct unearned vacation days from the final pay will be signed by an employee at the time of hiring.

(e) New employees who start during the year will accumulate vacations monthly at 1.667 days per full month employed.

25.02 Banking (Full-Time Employees)

(a) An employee entitled to twenty (20) working days or more shall be entitled to bank up to a maximum of five (5) working days annual vacation. The banked vacation shall be taken in the following vacation year, at the rate of pay prevailing when the vacation is taken.

(b) Employees as defined in Article 25.02 (a) may request the opportunity of banking an additional five (5) days of annual vacation. These days shall be taken in the following vacation year. Management shall not unreasonably withhold their approval, except where such approval would create dire operational problems.

25.03 Vacation Requests and Approval

An employee must submit to the Employer their request for vacation during the Vacation Period of April 1st to September 30th by February 1st of each year. A response shall be provided in writing to the employee no later than March 1st of each year.

An employee must submit to the Employer their request for vacation during the Vacation Period of October 1st to March 31st by August 1st. A response shall be provided in writing to the employee no later than August 31st of each year.

Vacation requests must be made at least 2 working days in advance and must be approved by the employee's immediate supervisor. A response to the request shall be given within 24 hours of the request.

Request Deadline:

For vacations which are submitted by the Request Deadline, vacation shall be granted in order of seniority within each classification within each department. Employees who miss the Request Deadlines shall have their vacation requests considered on a first come first serve basis for the applicable Vacation Period and only after those requests which have been submitted by the deadline have been processed in accordance with Article above.

Employees will request approval of vacation time off using the "Employer D" website. Outside of the request deadlines submission will be at least one week in advance. The Employer will approve or decline vacation requests within one week of submission. Approval of earned vacation time off will not be unreasonably withheld.

25.04 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, they shall be allowed an additional vacation day added into their vacation bank.

25.05 Vacation Pay on Termination

An employee terminating their employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

25.06 Leave During Vacation

When an employee suffers a debilitating illness and/or injury of a serious nature while on vacation, which requires inpatient hospitalization or ongoing medical care with the provision of a medical certificate, or bereavement leave, there shall be no deduction from vacation credits for such absence. The period of absence so displaced shall either be added to the vacation period or reinstated for use at a later date at a mutually agreeable time.

25.07 Working During Scheduled Vacation

No employee shall be required to work during their scheduled vacation period.

25.08 Part-Time Progression Vacation Grid

For Part-time employees, seniority shall be calculated on the basis of hours paid with 1820 hours representing one (1) year.

25.09 Vacation Entitlement – Full-Time Employees

Full-time employees shall receive annual vacation with pay commensurate with the employees' full years of employment achieved during that fiscal year.

Full Years of Service	Vacation Entitlement
Less than one (1) year	1.666 days per full month employed
One (1) to nine (9) years	20 working days – 1.666 days per full month
Ten (10) to fourteen (14) years	25 working days – 2.0833 days per full month
Fifteen (15) to twenty-four (24) years	30 working days – 2.5 days per full month
Twenty-five (25) years to thirty-four (34)	35 working days – 2.917 days per full month
Thirty-five (35) or more	40 working days – 3.333 days per full month

Employees must request vacation time off in full days and/or half days only.

25.10 Vacation Entitlement – Part-Time and Casual Employees

Part-time and casual employees shall receive annual vacation pay commensurate with the employee's full service of employment.

Full Years of Service	Vacation Pay Entitlement
Less than one (1) year	As per Employment Standards Act, 2000 as amended from time to time
One (1) to nine (9) years	20 working days at 8%
Ten (10) to fourteen (14) years	25 working days at 10%
Fifteen (15) to twenty-four (24) years	30 working days at 12%
Twenty-five (25) years to thirty-four (34)	35 working days at 14%
Thirty-five (35) or more	40 working days at 16%

Employees must request vacation time off in full days and/or half days only.

Article 26 Sick Leave/Medical Leave

All employees are required to notify their supervisor and/or delegate if they will be absent from work. The general reason for the absence and the anticipated date of return to work should be specified. When reasonably possible employees must provide a minimum of two and one half (2 ½) hours of notice in advance of being unavailable for an agreed-upon shift due to illness.

Full-time Employees shall accumulate sick leave credits at the rate of one and one-quarter (1.25) days per month to a total of fifteen (15) days per fiscal year. Sick leave credits are earned for each month in which a full-time Employee receives at least ten (10) days of pay from the Employer. Deductions shall be made from the unused portion of an employee's accumulated sick leave credits at a ratio of one (1) day for each day of absence due to illness, or on an hourly basis for absences less than a full day.

a. The vacation and sick leave/medical leave reference year is from April 1 to March 31 of the next calendar year.
b. Should an employee leave their employment before the end of the fiscal year and has taken unearned sick leave/medical days, they will reimburse the Employer for said days.
c. A letter permitting the Employer to deduct unearned sick leave/medical leave days from the final pay will be signed by an employee at the time of hiring.
d. New employees who start during the year will accumulate sick leave monthly at 1.25 days per full month employed.

Recognizing that from time to time employees may suffer from a serious illness or injury, or require surgery, and that these serious medical issues may require extended medical leaves, therefore on April 1 of each year, employees can bank the unused portion of sick leave from the previous fiscal year (April 1 to March 31) to a maximum twenty-five (25) days. In any one fiscal year, an employee shall be entitled to a maximum of forty (40) paid sick days under this Article.

Where an employee's medical/dental appointment cannot be scheduled outside working hours, an employee may use available sick leave credit for the purpose of attending those appointments. A deduction from sick leave credits shall be made for the actual time absent from work, rounded up or down to the nearest thirty (30) minutes.

The employee shall be entitled each fiscal year, after notifying their supervisor, to use a maximum of five (5) days of their accumulated sick leave entitlement in case of illness or medical/dental appointment of an immediate member of the family of an employee.

Employees may be required to provide medical certification for any claims under this provision. The Employer will reimburse the cost for any such medical certification in the event that the Employer makes the request.

For illnesses lasting more than three (3) consecutive scheduled working shifts, Employees may be required to provide a medical certificate signed by the treating physician indicating that they have been examined during the period of illness. The Employer will reimburse the cost of any such medical certification in the event that the Employer makes the request.

Seniority continues to accumulate while an employee is on sick leave.

If an employee is part of a lay-off due to a shortage of work and returns to work within two (2) years as the result of a call back, any sick leave entitlement at the time of lay-off will be reinstated. The employee shall not accrue sick leave entitlement for the period of their lay-off.

26.01 Long Term Disability

Full time Employees shall be covered by a Long-Term Disability Plan, that provides for (66 2/3%) sixty-six and two thirds' percent of the employee's salary. The premium cost of this benefit shall be paid by the Employee. The Long-Term Disability shall only commence after all available sick leave credits have been exhausted and subject to approval of the LTD insurance carrier following a qualifying period of one hundred and twelve (112) days.

26.02 WSIB

1) All employees shall be covered by the *Workers' Safety and Insurance Act.*
2) An employee receiving payment of a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act.*
3) While an employee is in receipt of WSIB benefits, the parties shall continue to pay their respective share of the premiums for the Employer benefit plans to which the employee is entitled (for example, RRSP matching, life insurance, accidental death, extended health, and dental plans), as required by the *Workplace Safety and Insurance Act.*
4) Employees will have access to Employer paid sick leave and they have the right to apply for Long-Term Disability (LTD) insurance until such time as the employee's claim for benefits, including appeal, is determined by the WSIB.

Article 27 Paid Personal Leave

Full-time employees shall be entitled to a maximum of four (4) paid personal leave days per fiscal year to be used for one of the following purposes:

a) A mental health day for relieving employee stress at the employee's discretion;

b) Inclement weather including a snowstorm or freezing rain; or

c) An unforeseen personal emergency; or

d) An unforeseen childcare emergency.

Paid Personal Leave can be taken in full or half days.

Article 28 Other Leaves

28.01 Unpaid Leave of Absence

Employees may request a leave of absence, in writing, for reasons of a personal, educational, political, medical, or compassionate nature or for service in the Union or related labour organizations. Management shall consider such requests on a case-by-case basis and if approved, shall provide written approval stating the term of the leave of absence and the expected return date of the employee. Such leave of absence shall be without pay and Management's approval shall not be unreasonably withheld, taking into consideration service level requirements and the nature and length of the request. For leaves of absence of less than thirty (30) working days duration, seniority shall continue to accrue.

Upon the conclusion of an employee's leave under the Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

Furthermore, the Employer shall immediately notify the Union and the employee of any changes to the employee's position that occur during the employee's absence.

28.02 Jury/Court Duty Leave

The Employer shall grant a leave of absence without loss of seniority to an employee who is called to jury roll call, to serve as a juror, or is participating as a subpoenaed witness in any court. The Employer shall pay such employee the difference between his normal earnings and the payment received for such service based on the employee's scheduled working days, excluding payment of travel, meals, or other expenses. The employee shall present proof of service and attendance, and the amount of pay received.

28.03 Court Witness Leave

Time spent by an employee required to serve as a court witness relating to any matter arising out of employment shall be considered as time worked at the appropriate rate of pay.

28.04 Return to Work While on Court/Jury Duty/Witness Leave

If jury or witness duties as defined above are longer than four (4) hours in duration, the employee is not required to report for work. Otherwise, the employee is required to return to work and/or report for their scheduled shift, depending on when the jury duty is scheduled and occurs.

28.05 Training Leave

The Employer may assign employees to attend conventions, conferences, workshops, courses, and seminars which relate to the employee's work. An employee may also request permission to attend conventions, conferences, workshops, courses, and seminars which relate to the employee's work.

28.06 Payment of Expenses on Training Leave

The Employer will pay the registration costs, travel expenses, accommodations and meal expenses of employees assigned to attend conventions, conferences, workshops, courses, and seminars.

28.07 Employer's Right to Limit Expenses on Training Leave

The Employer shall act in a fair and reasonable manner in repaying expenses and reserves the right to limit the amount of such expenditures in advance in writing.

28.08 Wages While on Training Leave

Regardless of the hours attended daily for conventions, conferences, workshops, courses and seminars, payment of the attending employee's salary shall be based on a normal defined hours of work as per Article 21 and the employee will continue to receive their normal pay and benefits.

28.09 Union Leave

Upon request to the Employer, an employee elected or appointed to represent the Union at Union functions shall be granted a leave of absence without loss of seniority and benefits. Such request will be provided in writing and are subject to the Employer's operational and scheduling requirements. Requests will not be unreasonably denied.

The Employer shall pay the employee their normal wages and all other benefits and pay the required payroll taxes and remittances for any shifts the employee was scheduled to work during such leave. Upon receipt of a detailed invoice, the Union shall fully reimburse the Employer for all such payments within thirty (30) business days from receipt of the invoice.

Absences under this Article shall not exceed thirty (30) days in total per fiscal year for all Employees in the Bargaining Unit combined.

Article 29 Bereavement Leave

Paid bereavement leave as described below is only available where the employee would otherwise be at work during this period.

29.01 Bereavement Leave Entitlement

An employee will be provided with five (5) business days of leave with pay in the event of death of their spouse, common-law spouse, son, daughter, father, mother, step-father, step-mother stepson, stepdaughter, brother, or sister. Leave can be apportioned at different times as required.

An Employee will be provided with three (3) business days of leave with pay in the event of death of their father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or the death of a permanent member of the employee's household.

An Employee will be provided with one (1) day's leave with pay in the event of death of their nephew, niece, aunt, or uncle.

Paid bereavement leave days do not need to be taken consecutively but must be taken within three (3) months of the death. Exceptions to this three (3) month deadline can be requested from the Employee's supervisor and such request shall not be unreasonably denied.

Upon death of an active employee, those other employees who wish to, shall be allowed to attend the funeral without loss of pay or benefits, subject to operational requirements.

29.02 Extended Bereavement Leave Due to Distance

If the death of any relative noted above occurs more than two hundred and forty (240) kilometers from the employee's residence, the employee will be provided two (2) consecutive business days of unpaid leave in addition to the above upon request.

Article 30 Pregnancy /Parental/Adoption Leave

In order to be eligible for pregnancy/parental/adoption leave, an employee must have accumulated thirteen (13) weeks employment with the Employer and pregnancy/parental/adoption leave shall be granted to an employee in accordance with the provisions of the Employment Standards Act of Ontario.

30.01 Pregnancy/Parental/Adoption Leave – Must Provide Notice of Leave

The employee must give written notice at least four (4) weeks prior to the commencement of the pregnancy/parental/adoption leave when possible. For pregnancy/parental leave, notice must include a certificate from a legally qualified medical practitioner stating the expected birth date and the employees' expected date of return to work. For adoption leave, a certificate from a licensed adoption agency or copy of the adoption certificate must be provided.

30.02 Benefit Plans During Pregnancy/Parental/Adoption Leave

During the term of the pregnancy/parental/adoption leave and as long as the employee makes their own contributions to the Employer benefit plans to which the employee is entitled (for example, RRSP matching, life insurance, accidental death, extended health, and dental plans), the Employer will continue to pay its share of the cost of the employee's benefits under those plans.

30.03 Pregnancy/Parental/Adoption Leave – Must Provide Notice of Return

The employee on pregnancy/parental/adoption leave will notify the Employer at least four (4) weeks prior to their return to work.

Article 31 Payment of Expenses and Allowances

The Employer shall pay salaries to Employees bi-weekly on every second Thursday. On or before each pay, each employee shall be provided with an itemized statement of their wages and deductions. The Employer may not make deductions from wages or salaries unless authorized by statute, court order or by this Agreement.

31.01 Employee Wage for Temporary Assignment, Promotion of Reclassification

Employees who change classifications begin at the starting level 1 on the wage grid for that new classification. In the event that the starting level in the new classification for an employee who has been promoted would result in a lower wage rate being paid to the employee than they had earned in their previous level and classification, the employee shall be paid the wage rate assigned to the next higher level of the new classification which is higher than their previous wage rate.

The effective date of the promotion will become the date for establishing the date of implementation of future salary increments.

31.02 No Reduction in Pay for Lower-Paid Temporary Assignments

When an employee is assigned temporarily to a position for which there is normally a lower rate of pay, that employee's rate of pay shall not be reduced, excepting situations where recall rules apply.

31.03 Reimbursement of Expenses

Employees must provide original detailed receipts for any reimbursement of expenses requested. All claims must be pre-approved by the Employer and are to be submitted in the appropriate format and reimbursement will be made via direct deposit.

31.04 Reimbursement of Registration Dues for Professional Colleges

For each employee required to hold and maintain membership in a regulatory body or College under the terms of their job description, the Employer will reimburse the actual incurred cost of professional dues to a maximum of four hundred ($400) dollars per year.

31.05 Reimbursement of Mileage Expenses

The Employer will reimburse employees for mileage incurred using their personal vehicle to conduct Employer business. The mileage rate paid to employees using their own automobile for the Employer's business, shall be fifty-four cents ($0.54) per kilometer effective on the date of ratification of this Collective Agreement. Employees shall make mileage claims in the manner and form determined by the Employer. Reimbursement for mileage shall be made by way of direct deposit withing thirty (30) days of the manager approving the employee's claim.

31.06 Reimbursement of Meal Expenses

The Employer will reimburse employees for meals only when employees are required to work or attend client related events, meetings, conventions, conferences, workshops, or seminars in excess of twenty-five (25) kilometers from the office. No reimbursement will be made for alcohol purchases. Meals will be reimbursed up to the following maximum amount per meal including gratuities for a maximum daily amount of sixty-one (61) dollars:

Breakfast	-	$15.00
Lunch	-	$19.00
Dinner	-	$27.00

31.07 Reimbursement of Training Expenses

Upon written request, the Employer may pay the full or partial cost of an academic or technical course taken by an employee upon successful completion. The employee will make the request before enrolling for the course and the Employer will provide its reply in writing.

31.08 Reimbursement of CPR and First Aid Training Cost

Upon provision of proof of registration, the Employer shall immediately pay or reimburse an employee for the cost of approved CPR and First Aid courses required in the course of their job. If approved CPR and First Aid courses are held outside normal work hours, the enrolled employee will have the option of being paid for the extra hours or taking the equivalent time off work on the day(s) of instruction. Overtime provisions will not apply in either case. Should an employee fail to complete approved CPR and First Aid courses successfully, the employee shall be responsible for payment of the registration costs to take that course again. The employee will not be compensated for attending in those circumstances.

31.09 Reimbursement of Driver Licensing Cost

Upon written request and provision of detailed receipts, the Employer will pay the full cost of driver licensing and/or recertification licensing for the Employer's handicap transportation vehicle or level F licensing, provided such licensing falls within the employee's job requirements. In the event the Employee fails their first (1st) attempt at the handicap transportation vehicle driver's test, the Employer will cover the cost of the second test. Thereafter, the cost is the responsibility of the Employee.

Article 32 Malpractice Insurance

The Employer will purchase the legally required or program mandated liability and/or malpractice insurance for its employees. A copy of the Policy will be provided to the Union upon request.

Article 33 Job Descriptions/Classification

When a new classification that is subject to Article 4 is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made withing fifteen (15) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

When the Employer makes a substantial change in the job content of an existing classification, or an employee(s)/Union is able to demonstrate the job content of an existing classification has changed significantly by the Employer, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive to the date of the job substantially changed.

When a new classification is created, or a classification has substantially changed, a copy of the new or changed job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to this Article.

Article 34 Technological Change

The Employer undertakes to notify the Union in advance so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of Employees within the Bargaining Unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways of minimizing the adverse effect, if any, upon Employees concerned and to provide sufficient and appropriate training to facilitate the employee's timely familiarization with such change where applicable.

Where new or greater skills are required that are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training. The Employer will assume the cost of the training. Training shall be given during the hours of work whenever possible.

Article 35 Health Benefits

Full-time employees shall participate in the Insured Group Health and Benefit Program ("Group Benefits") as available for all employees of the Employer, in accordance with the qualifying terms and conditions thereof.

The Employer shall provide to each employee, upon request, a copy of the current benefits booklet for the Group Benefits.

The Employer agrees to pay seventy-five percent (75%) of the premiums for the Group Benefits and each Employee shall pay the remaining twenty-five percent (25%) of their respective and individual premiums save and except that each Employee shall pay one hundred percent (100%) of the premiums for their respective Long Term Disability coverage.

Employees shall pay their share of the premium costs of the Group Benefits by way of regular payroll deductions.

The Employer's obligation pursuant to this Collective Agreement is to pay the agreed upon premiums and to contract for the Group Benefits.

All decisions with respect to entitlement to the Group Benefits, including without limitation, entitlement to long-term disability benefits, are at the sole discretion of the Insurer(s), subject to any right of appeal, and shall not be the subject of any grievance under this Collective Agreement.

Part time and casual employees shall receive in lieu all Group Benefits and amount equal to six percent (6%) of their wages.

Article 36 Group RSP Benefits

All permanent full-time employees are entitled to contribute, through the Employer's payroll deduction plan, to a group RSP and the Employer will contribute an equivalent amount up to a maximum of 2% based on employees' salary.

Article 37 Joint Health and Safety Committee (JHSC)

A Joint Health and Safety Committee will be established to promote, monitor, and improve health and safety in the workplace. The committee will be made up of 1 (one) representative from the Union Local (at least one of which will be certified) and 1 (one) representative from the Employer (at least one of which will be certified) for each location and will operate in a manner consistent with the Occupational Health and Safety Act of Ontario. Both Union and Employer representatives will be drawn from each of the Employer's work sites.

37.01 Closing Offices to Protect Employee Safety- (except satellite offices and the Respite Home)

If an employee is required to meet in the office with client(s) after regular business hours, a supervising Manager or delegate must remain on site. Employees should make every effort to schedule after hour meetings on Thursdays during the agency's extended hours if feasible for the client. Employees must receive approval from their manager prior to booking the meeting.

37.02 Closing Offices to Protect Employee Safety- (satellite offices only)

Regardless of the time of day, the satellite office doors will be locked whenever an employee will be working alone outside of earshot of other building occupants. When working in satellite offices, employees should not be required to meet in the office with client(s) after regular business hours.

37.03 Workplace Aggression and Violence

The parties recognize their obligation to provide and maintain a safe and healthy workplace. Regular updates in matters of workplace safety will be provided through avenues such as staff meetings or through the auspices of the Occupational Health and Safety Committee.

It is understood that Employees may be exposed to aggression and violence in the course of their duties and therefore the parties will make every reasonable effort to identify all potential sources of violence to eliminate or minimize these risks.

The Employer shall provide the Employees with pertinent information relative to the potential for experiencing aggression and/or violence within the workplace. The Employees shall be informed of the approach to be taken in providing care for clients.

The Employer will provide training in the understanding, diffusion, prevention, and handling of aggressive and/or violent behaviour to all employees where such training is mandated for the performance of their duties. This training will be at the Employer's expense.

Article 38 Right to Examine Employee's Own Personal Records

Employees have the right to arrange an appointment to examine their own personnel file or any personal records held or maintained by the Employer in the presence of an authorized representative of the Employer at a mutually arranged time during normal office hours of the Employer.

38.01 Employee's Right to Make Copies of Documents in Their Personnel File

Employees have the right to make copies of any material contained in their personnel file or any other personal records held by the Employer.

38.02 Clearing of the File

The record of an Employee shall not be used against them at any time after eighteen (18) working months following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided that there is no similar recurrence of the disciplinary action within the eighteen (18) working month period. The parties mutually agree that all disciplinary action in regard to resident or client abuse will remain on file permanently but that after the eighteen (18) working months, such disciplinary action would not be relied upon for the purposes of progressive discipline and/or at arbitration unless related to disciplinary action for resident or client abuse.

At the request of and Employee, their records of discipline, other than those that document resident abuse, will be removed from their file after eighteen (18) working months.

The time spend by employees who are on approved leave of absence will not be considered as part of the eighteen (18) month period.

Article 39 General Conditions

39.01 Bulletin Boards

The Employer shall make a bulletin board available at each work site to the Union in a common employee area so that its members may post notices.

Article 40 Term of Agreement & Wages

Duration

This Agreement, when signed by parties hereto, shall remain in effect from April 1, 2026, to March 31, 2029, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the termination of this Agreement, that it desires to terminate or amend it. Whenever such notice is given to amend, the nature of the proposed amendment(s) must be specified until satisfactory conclusion is reached in the matter of the proposed amendment(s), the original provisions shall remain in effect.

40.01 Changes in Agreement

Any changes deemed necessary in the Agreement may be made by agreement of the parties at any time during the life of this Agreement. When such changes are suggested by the Employer or the Union, the changes must be described in detail in writing and until a satisfactory conclusion is reached in the matter of the proposed amendment(s), the original provisions shall remain in effect. Such amendments shall not take effect until ratified by the respective parties.

40.02 Funding Change Notification

Should the Employer receive funding from the Ministry of Children Community and Social Services and/or the Ministry of Attorney General which is specifically intended to increase the wages and/or benefits of the employees of the Employer during the term of this contract ("Additional Wages

Funding"), the Employer agrees to notify the Union of the Additional Wages Funding change and to discuss amendments to the wage grid.

40.03 Financial Information Sharing

The Employer agrees that it will share all information with the Union regarding the Additional Wages Funding to be received and negotiate in good faith with the Union regarding the distribution and timing of increases to employees.

Signed on this 1 day of September, 2026.

On Behalf of the Union	On Behalf of the Employer
CATHY MCKEE CATHY MCKEE (2026-08-27 11:13:00 EDT)	
Holly Seguin Holly Seguin (2026-09-09 10:55:20 EDT)	Dennis Teye Dennis Teye (2026-09-03 17:51:40 EDT)
Denis Davidson (2026-08-26 20:48:23 EDT)	Tharsiga G Tharsiga G (2026-09-01 11:07:31 EDT)
	Francine Hart (2026-08-26 15:11:36 EDT)

Schedule A

SCHEDULE "A" WAGE GRIDS.

Employees will move through the Schedule in Steps. When the employee has accumulated one year or (1820 hours) in a position, they will move to the next step in the grid.

Adjustments will be retroactive to April 1, 2026.

Wage Grid effective April 1st, 2026 – 2% increase

Position Title	Points	Start	Level 1	Level 2	Level 3
Receptionist	185	$ 21.64	$ 22.44	$ 23.24	$ 24.05
Administrative Support	200	$ 23.17	$ 24.05	$ 24.00	$ 25.78
Intake Clerk	235	$ 24.84	$ 25.78	$ 26.68	$ 27.60
Residential Counsellor	260	$ 26.60	$ 27.60	$ 28.58	$ 29.57
Psychometrist	355	$ 35.09	$ 36.38	$ 37.68	$ 38.97
Behavioural Consultant	375	$ 35.09	$ 36.38	$ 37.68	$ 38.97
Case Manager	375	$ 35.09	$ 36.38	$ 37.68	$ 38.97
Psychotherapist	390	$ 37.60	$ 38.98	$ 40.37	$ 41.77

Wage Grid effective April 1st, 2027 – 2% increase

Position Title	Points	Start	Level 1	Level 2	Level 3
Receptionist	185	$ 22.07	$ 22.89	$ 23.70	$ 24.53
Administrative Support	200	$ 23.63	$ 24.53	$ 25.38	$ 26.30
Intake Clerk	235	$ 25.34	$ 26.30	$ 27.21	$ 28.15
Residential Counsellor	260	$ 27.13	$ 28.15	$ 29.15	$ 30.16
Psychometrist	355	$ 35.79	$ 37.11	$ 38.43	$ 39.75
Behavioural Consultant	375	$ 35.79	$ 37.11	$ 38.43	$ 39.75
Case Manager	375	$ 35.79	$ 37.11	$ 38.43	$ 39.75
Psychotherapist	390	$ 38.35	$ 39.76	$ 41.18	$ 42.61

Wage Grid effective April 1st, 2028 – 2% increase

Position Title	Points	Start	Level 1	Level 2	Level 3
Receptionist	185	$ 22.51	$ 23.35	$ 24.17	$ 25.02
Administrative Support	200	$ 24.10	$ 25.02	$ 25.89	$ 26.83
Intake Clerk	235	$ 25.85	$ 26.83	$ 27.75	$ 28.71
Residential Counsellor	260	$ 27.67	$ 28.71	$ 29.73	$ 30.76
Psychometrist	355	$ 36.51	$ 37.85	$ 39.20	$ 40.55
Behavioural Consultant	375	$ 36.51	$ 37.85	$ 39.20	$ 40.55
Case Manager	375	$ 36.51	$ 37.85	$ 39.20	$ 40.55
Psychotherapist	390	$ 39.12	$ 40.56	$ 42.00	$ 43.46

Letter of Understanding

between

inspire

Community Support Services | Services de soutien communautaire

hereafter referred to as the "Employer"

and

Canadian Union of Public Employees, and its' Local 5455
hereafter referred to as the "Union"

Letter of Understanding
Regarding Grand-fathered Employees for OT

Whereas on April 12, 2021 the Employer and the Union (the "Parties") agreed to overtime language during collective bargaining including but not limited to:

For all employees, except Respite Services Employees, overtime is defined as hours authorized by the Employer that are worked in excess of thirty-five (35) hours per week.

And Whereas the Parties acknowledge that some current Non-Respite employees work four days a week every week;

Therefore the Parties agree as follows:

1. Cathy McKee and Lise Fontaine shall be grand-fathered with respect to Article 23 (Overtime) of the new collective agreement expiring March 31, 2029. Specifically, for these two employees, overtime shall be defined as hours authorized by the

Employer that are worked in excess of twenty-eight (28) hours per week and the first paragraph of Article 23.03 shall be replaced for these two employees by the following:

Each employee, except a Respite Services Employee, that works in excess of twenty-eight (28) hours in a week shall accumulate overtime at the rate of one and a half (1 ½) for each thirty minutes worked, and such accumulated overtime shall be placed into each employee's overtime bank.

All of which is agreed, this 1 day of Sept 2026, by

On Behalf of the Union

CATHY MCKEE
CATHY MCKEE (2026-08-27 11:13:00 EDT)

Holly Seguin
Holly Seguin (2026-09-09 10:55:20 EDT)

Denis Davidson (2026-08-26 20:48:23 EDT)

On Behalf of the Employer

Dennis Teye
Dennis Teye (2026-09-03 17:51:40 EDT)

Tharsiga G
Tharsiga G (2026-09-01 11:07:31 EDT)

Francine Hart (2026-08-26 15:11:36 EDT)

Letter of Understanding

Between

insp re

Community Support Services | Services de soutien communautaire

(Hereafter referred to as the "Employer")

And

Canadian Union of Public Employees and its Local 5455

(Hereafter referred to as the "Union")

Whereas the parties ratified their first collective agreement on or about May 6, 2021 and;

Whereas the parties agreed in bargaining to produce a Letter of Understanding regarding grandfathering of certain employees;

Therefore, the parties agree as follows:

1. Guylaine Galvin will be red circled for as long as they are in the job class of Administrative Support because their current job rate is higher than Step 4 of the new wage grid. Until the top of the grid for that job class's band becomes equal to or higher than the red-circled rate, the Red Circled Employees shall remain red-circled and their 2019-2020 hourly wage rate shall be frozen.

2. In the event a Red Circled Employee transfers or is promoted to a new job class, they will be placed on the step of the grid for that new job class that is closest to but not less than their red circled rate. If their red-circled rate is higher than the top of the grid for the new job class, they shall be placed at the top of the grid. For greater clarity, the transferred or promoted employee will not maintain their red circled rate in their new job. Thereafter, they will receive any economic adjustments to which that new job class is entitled.

3. While a Red Circled Employee continues to be red-circled, they shall receive, on the last pay of each fiscal year, or the previous pay if possible, an annual bonus based on

the following formula:

- # of full weeks for which the employee was receiving pay (defined as regular wages, vacation, or sick pay) from the Employer in the fiscal year which is ending; multiplied by

- 35 hours per week or the Red Circled Employees' regularly scheduled weekly hours of work, whichever is greater; multiplied by

- the Red Circled Employee's red-circled 2019-2020 hourly rate; multiplied by

- the percentage economic increase (COLA) that the rest of the bargaining unit received, if any, for the fiscal year which is ending.

4. For greater clarity, this bonus shall be pro-rated such that the Red Circle Employee will not receive a bonus for any weeks for which the employee was on an unpaid leave.

5. The Red Circled Employees must be employed by the Employer to receive this annual bonus and must have been employed by the Employer for the entire fiscal year which is ending to receive this annual bonus.

Signed this 1 day of September ,2026,

On Behalf of the Union	On Behalf of the Employer
CATHY MCKEE CATHY MCKEE (2026-08-27 11:13:00 EDT)	
Holly Seguin Holly Seguin (2026-09-09 10:55:20 EDT)	Dennis Teye Dennis Teye (2026-09-03 17:51:40 EDT)
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	Francine Hart (2026-08-26 15:11:36 EDT)