

COLLECTIVE AGREEMENT

BETWEEN:

OTTAWA-CARLETON LIFESKILLS INC.



AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3826

CUPE • 3826

APRIL 1, 2024, to MARCH 31, 2027

INDEX

ARTICLE 1 - PURPOSE	4
ARTICLE 2 - MANAGEMENT RIGHTS.....	4
ARTICLE 3 - RECOGNITION AND NEGOTIATIONS	5
ARTICLE 4 - NO DISCRIMINATION.....	6
ARTICLE 5 - CHECK-OFF UNION DUES.....	7
ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES....	8
ARTICLE 7 - CORRESPONDENCE	8
ARTICLE 8 - UNION REPRESENTATION.....	8
ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD.....	10
ARTICLE 10 - GRIEVANCE PROCEDURE	10
ARTICLE 11 - ARBITRATION.....	13
ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	15
ARTICLE 13 - SENIORITY.....	16
ARTICLE 14 - PROMOTIONS AND STAFF CHANGES.....	19
ARTICLE 15 - LAY OFFS AND RECALLS.....	21
ARTICLE 16 - HOURS OF WORK.....	24
ARTICLE 17 - OVERTIME	26
ARTICLE 18 - HOLIDAYS.....	27
ARTICLE 19 - VACATIONS	29
ARTICLE 20 - SICK LEAVE PROVISIONS.....	31
ARTICLE 21 - LEAVE OF ABSENCE	33
ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES.....	37
ARTICLE 23 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS	37
ARTICLE 24 - EMPLOYEE BENEFITS.....	38
ARTICLE 25 - SAFETY AND HEALTH	41
ARTICLE 26 - JOB SECURITY.....	43
ARTICLE 27 - GENERAL CONDITIONS	44
ARTICLE 28 - COPIES OF AGREEMENT	44
ARTICLE 29 - GENERAL.....	44
ARTICLE 30 - TERM OF AGREEMENT	46
SCHEDULE "A"	48
LETTER OF UNDERSTANDING	49
Re: Alternate Work Schedules.....	49
LETTER OF UNDERSTANDING	50
Re: Residential Programs - Hours of Work for Full-time & Part-Time Employees	50
LETTER OF UNDERSTANDING	52
Re: Term/temporary positions	52
LETTER OF UNDERSTANDING	55
Re: Joint Lobby.....	55
LETTER OF UNDERSTANDING	56
Re: Targeted Funding.....	56

LETTER OF UNDERSTANDING	57
Re: WSIB.....	57
LETTER OF UNDERSTANDING	58
Re: Volunteers.....	58
LETTER OF UNDERSTANDING	59
Re: Labour Force Strategy	59
LETTER OF UNDERSTANDING	60
Re: PULFORD SCHEDULE	60
LETTER OF UNDERSTANDING	61
Re: Central Table Bargaining	61
LETTER OF UNDERSTANDING	62
Re: Job Postings.....	62
LETTER OF UNDERSTANDING	63
Re: Bill 124	63
LETTER OF UNDERSTANDING	65
Re: Operational Requirements for Period December 24th to December 31 st	65
LETTER OF UNDERSTANDING	66
Re: Collaboration & Consultation.....	66
LETTER OF UNDERSTANDING	67
Re: Vacation Entitlement & Constructive Counselling	67
LETTER OF UNDERSTANDING	68
Re: JOINT SCHEDULING COMMITTEE.....	68

ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, and to encourage efficient, high quality service to the Employer's supported individuals and to foster a public opinion conducive to support for optimal provision of programs and facilities for individuals with a developmental disability, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees who are subject to the provisions of this Agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this Agreement that the Employer and its Employees will cooperate fully, individually and collectively for the advancement of the said aforementioned objectives.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union acknowledges that it is the exclusive function of the Employer:
- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the Employees.
 - (b) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend, discharge Employees, to assign Employees to shifts to increase and decrease working forces, to schedule overtime, to schedule vacations, to approve leaves of absences, and to tend to the replacement of staff.
 - (c) Generally, to manage and operate the programs in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the method, the work procedures, the kinds and location of equipment to be used; to schedule the work and services to be provided and performed; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interests of safety and well-being of the programs, the supported individuals and the public.
- 2.02** To determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. The rights reserved to management herein are subject to the other provisions of this Agreement, and shall be exercised in the manner which is consistent with the terms of this Agreement.

2.03 Without limiting the generality of the foregoing provisions, it is expressly understood that a breach of any of the Employer's rules or any of the provisions of this Agreement may be deemed to be sufficient cause for discipline up to and including dismissal and it is understood that nothing herein shall prevent an Employee from going through the grievance procedure.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3826 as the sole and exclusive bargaining agent for all Employees of Ottawa Carleton Lifeskills Inc. in the Regional Municipality of Ottawa-Carleton, save and except Supervisors, persons above the rank of Supervisor, Secretary to the Executive Director, Executive Assistant to the Executive Director, all office and clerical staff, and individuals covered by subsisting Collective Agreements.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, or in emergencies when regular Employees are not available and provided that the performance of the aforementioned operations, in itself, does not reduce the hours of work or pay of any Employee.

Where a parent or a representative of a supported person, or a supported person themselves enters into a written or verbal agreement with the Employer for the provision of supports or services from the Employer for bargaining unit work, the Employer shall only use bargaining unit members to provide such supports or services.

3.03 No other Agreements

No Employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

3.04 Definition of Employment

- (i) A full-time Employee is an Employee who is scheduled to work more than twenty-four (24) hours per week.
- (ii) A part-time Employee is an Employee who is scheduled to work not more than twenty-four (24) hours per week.
- (iii) A casual Employee is an Employee who is assigned relief shifts to replace a full-time and/or part-time Employee who is absent, or to work shifts which result from an illness of a supported person, appointments for supported persons or emergencies. A casual Employee may elect to accept or not to accept assigned relief shifts.
- (iv) A part-time Employee may be assigned relief shifts on the same basis as a casual Employee, in accordance with article 16.07. Such relief shifts shall not be considered for determining full-time status.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them, or by any of their representatives or members towards any Employee whether it be in the form of verbal or written communications, tone of voice, body language, attitude or any other conduct.

4.02 The Employer and the Union agree that every Employee has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, as these terms are defined in the *Human Rights Code*, as amended from time to time.

The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. In this Agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.

Gender/Transgender Harassment shall be defined as offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of sexual orientation or gender. Gender/transgender Harassment also includes discrimination, alienation, intimidation, and silencing or the differential treatment of a person as a result of their gender identity.

- 4.03** The Employer and the Union agree that where the Employer has received the approval of the Ontario Human Rights Commission to discriminate when filling job positions, for reasons set out in Article 4.02, there shall be no breach of Article 4.02 herein.
- 4.04** The Union and the Employees further agree that they will not engage in union activities during work hours, except as specifically permitted by this Agreement or in writing by the Employer.
- 4.05** The Employer, the Union and each Employee recognize the right of all Employees of the Employer, all supported individuals of the Employer and all agents of the Employer to work in an environment free from any form of harassment. In this regard, the Employer, the Union and each Employee agrees to be bound by the Employer's Policy titled Harassment in the Workplace having an effective date of September 13, 1999 as amended from time to time. The Employer agrees to provide information, instruction and supervision, related to a risk of workplace violence and harassment.

ARTICLE 5 - CHECK-OFF UNION DUES

5.01 Check-off Payments

The Employer shall deduct from the pay of every member of the bargaining unit, including probationary Employees, monthly dues, initiations or assessments as designated by the Union.

5.02 Deductions

Deductions for Union membership dues made during each month shall be forwarded to the Secretary-Treasurer of the National Union no later than the fifteenth (15th) day of the following month, accompanied by a notice of changes to the list of names of Employees from whom the deductions have been made. At the same time, the Employer shall send a copy of the list to the Treasurer of the Local.

5.03 Employee Information List

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include employee's name, employment status, program location, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

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

6.01 New Employees

The President of the Union, or their designate, shall be provided an opportunity to meet with new Employees for the purpose of acquainting new Employees with the Union and the Collective Agreement. This opportunity shall be provided for one-half (1/2) hour during the new Employee's orientation which shall be scheduled by the Employer. The Union shall be provided with reasonable notice of the new Employee's orientation. The officer of the Union who attends shall not suffer a loss of pay.

6.02 Copies of the Agreement

On commencing employment, Human Resources will demonstrate how each employee can view the Collective Agreement using the Employer's internal electronic system. Human Resources shall ensure a copy of the Collective Agreement is posted on the internal electronic system at all times. Human Resources will also direct new Employees to the electronic posting of the names of the Union Executive and their contact telephone numbers.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Executive Director or their designate and the President of the Union Local.

ARTICLE 8 - UNION REPRESENTATION

8.01 Union Representation

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

8.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than four (4) members of the Union, Local 3826. The Union will advise the Employer of the Union Nominees to the Committee at least fifteen (15) days prior to the first meeting between the Union Bargaining Committee and Employer.

8.03 Function of the Bargaining Committee

All matters of mutual concern pertaining to the performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

8.04 Representative of Canadian Union

The Union, Local 3826, shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance and shall do so in the company of a representative of the Employer.

8.05 Meeting of Committee

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.06 Time Off for Meeting

The privilege of the Bargaining Committee to leave their work without the loss of pay to attend bargaining meetings is granted on the following conditions;

- (a) Such meetings must be between the Union and the Employer;
- (b) The time shall be devoted to the prompt handling of the negotiations;
- (c) The Bargaining Committee members concerned shall obtain the permission of their immediate Supervisor before leaving their work. Such permission shall not be unreasonably withheld;
- (d) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

8.07 Technical Information

The Employer and the Union shall make available, on the request of the other party, any information or documents which it refers to during collective bargaining.

ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD

9.01 Employer Shall Notify Union

The Employer agrees to advise the Union of Board policy or decisions which affect Employees within the bargaining unit and to acknowledge all representations to the Board made by the Union through the Executive Director where it is deemed relevant and advisable to do so by the Board.

9.02 Copies of Resolutions

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

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Election of Stewards

The Employer acknowledges the right of the Union to appoint or elect Stewards to assist any Employee which the Steward represents in preparing and in presenting their grievance in accordance with the Grievance Procedure.

10.02 Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward and will update the Employer in February, May, August and November of each year.

10.03 Permission to Leave Work

The Union recognizes that each Steward is employed to perform work for the Employer and therefore no Steward will leave their work during working hours to perform their Union duties under this Agreement without first obtaining the permission of their Supervisor. While recognizing that operational requirements and health and safety of staff and supported individuals take precedence, permission shall not be withheld unjustly.

10.04 Definition of Grievance

A grievance shall be defined as any dispute between the Employer and any Employee(s) of the Union over the implementation, interpretation or any alleged violation of the Collective Agreement and all matters pertaining thereto.

10.05 Settling of Grievances

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

Complaint Stage

Within ten (10) days of the occurrence of the facts which give rise to the grievance, the concerned Employee(s), together with their Steward, shall attempt to settle the dispute with the Employee's Supervisor, before presenting a formal grievance through their Steward to the Program Director. The Supervisor shall meet with the parties within ten (10) working days after receipt of such notice and render their decision within five (5) working days after the meeting.

Step 1

Failing Settlement being reached at the Complaint Stage, the Employee(s) concerned, together with their Steward shall, within ten (10) working days of the Supervisor's decision above or expiration of the time limits, submit the written grievance to the Program Director, who shall meet with the parties within five (5) working days after receipt of such notice and render their decision, in writing, within five (5) working days after the meeting.

Step 2

Failing settlement being reached at Step 1, the Employee(s) concerned together with their Steward shall, within ten (10) working days of the Program Director's decision above or expiration of the time limits, submit the written grievance to the Executive Director who shall meet with the parties within five (5) working days after receipt of such notice and render their decision, in writing, within five (5) working days after the meeting.

Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may, within twenty (20) working days of the decision rendered by the Executive Director, refer the dispute to Arbitration.

Definition: For purposes of this Collective Agreement, "working days" means Monday through Friday excluding Statutory Holidays.

10.06 Policy Grievance/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, it will be filed at Step 2.

10.07 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

10.08 Replies in Writing

Replies to written grievances shall be in writing to the Union.

10.09 Facilities for Grievances

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

10.10 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

10.11 Right to Have Steward Present

The Employer shall advise the Employee of their right to be accompanied by their Steward at any discussion with the supervisory personnel which the Employer believes might be the basis of disciplinary action against the Employee. Where the Employer intends to interview an Employee for disciplinary purposes the Employer shall make every effort to notify the Employee in advance of the purpose of the interview in order that the Employee may contact their Steward, providing that this does not result in an undue delay of the appropriate action being taken. Where the Employer has requested the presence of an employee to discuss their attendance, the employee shall be given notice of the interview in order to allow the employee to have their Steward present.

10.12 Management Grievance

It is understood that the Employer may grieve and that such grievance will be submitted to the Union's National Representative within ten (10) days of the occurrence of the facts which give rise to the grievance. Failing a mutually satisfactory resolution, the grievance will be referred to arbitration in the same way as an individual, Union or policy/group grievance would be under Step Three of this Procedure.

10.13 Extension of Time Limits

The time limits expressed in this Article may be extended in writing by mutual agreement between the Union and the Employer.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairperson. The parties may, by mutual agreement, appoint a single Arbitrator or either party may invoke single arbitrator procedures as provided by legislation.

11.02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

11.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

11.05 Disagreement on Decision

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

11.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the Arbitrator it appoints;
- (b) One-half (1/2) of the fees and expenses of the Chairperson.

11.07 Amending the Time Limits

All time limits are mandatory in both the grievance and arbitration processes and procedures. However, they may be extended without setting precedence, by mutual agreement with the Union and Employer.

11.08 Witnesses

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

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 During Probation

It is agreed that the release or discharge of a probationary Employee may be carried out at the discretion of the Employer at any time during the probationary period, without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 4 as the basis for termination. The probationary Employee shall be entitled to all other rights and benefits of this Agreement.

12.02 Presence of Steward

When an Employee is discharged or suspended, they shall be given the reason in the presence of their Steward. Such Employee and the Union shall be advised in writing by the Employer within three (3) working days of the reason for such discharge or suspension.

12.03 Claim of Employee

The claim of an Employee who has successfully completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance which can be submitted directly to the Executive Director at Step 2 of the Grievance Procedure within ten (10) calendar days after the discharge or suspension is affected.

12.04 Warnings

Whenever the Employer intends to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such Employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days of the incident or when the Employer ought to have reasonably known of the incident, give written particulars of such censure to the President of the Union and to the Employee involved.

12.05 Personnel Records

An Employee shall have the right to have access to and review their personnel records in the presence of the Human Resources Director or designate and to receive copies of any documents on their file if they have not already received copies.

12.06 Adverse Report

The record of discipline of an Employee shall not be used against the Employee at any time after twelve (12) months, unless there is recurrence of incidents of a similar nature requiring disciplinary action. At the termination of the twelve (12) month period, the Employer shall provide the documents to be purged from the Employee's file to the Employee.

12.07 Administrative Reports

The Employer shall be entitled to conduct performance reviews of its Employees on a periodic basis. Should an Employee's performance not meet the expectations and standards of the Employer to the extent that dismissal may follow for non-disciplinary reasons, the Employer shall notify the Employee in writing of any expression of dissatisfaction within ten (10) days of the event giving rise to the dissatisfaction, or within ten (10) days of the Employer having been made aware or ought reasonably to have become aware of the event(s) giving rise to the dissatisfaction. This notice shall include particulars of the Employee's performance which led to the dissatisfaction. The Employer shall then arrange to meet with the Employee and their Steward to discuss this dissatisfaction. The Employee's response to the dissatisfaction shall become part of their record.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Employer. An Employee shall be deemed to be in continuous service of the Employer in the following circumstances only;

- (a) When actually at work for the Employer;
- (b) When absent due to a paid leave of absence;
- (c) When absent on paid vacation or on paid holidays;
- (d) When absent due to illness for a maximum period up to the employee's accrued sick leave credits;
- (e) When absent on pregnancy leave;
- (f) When absent on parental leave;
- (g) When absent on Workplace Safety Insurance Act (W.S.I.A.) leave.

Service with the Employer prior to certification shall also be recognized for the purposes of determining an Employee's seniority.

13.02 Seniority - Part-Time Employees

Seniority for part-time and casual Employees shall be shown as hours paid, excepting overtime; each 1872 hour unit shall be presented as one (1) year.

13.03 Seniority Lists

The Employer shall maintain a seniority list for full-time and part-time staff, showing the last date of hire and corresponding years of services.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every second month commencing with January.

13.04 Loss of Seniority

An Employee shall lose their seniority and will be deemed to have quit their employment with the Employer for any of the following reasons:

- (a) They are discharged for just cause and are not reinstated;
- (b) They resign;
- (c) They are absent from work without permission in excess of three (3) continuous working days;
- (d) After a layoff, they fail to return to work within seven (7) calendar days after being notified by registered mail to do so unless through sickness or other just cause verified to the satisfaction of the Executive Director or their designate;
- (e) They are laid off for a period longer than two (2) years;
- (f) They fail to return to work upon termination of an authorized leave of absence.
- (g) Casual staff that do not pick up available work for a minimum of thirty-six (36) hours per every three (3) months (each three (3) months commencing January 1, April 1, July 1, and October 1). Mandatory staff meetings and training sessions do not constitute a "shift" for purposes of this Article.
- (h) Casual staff must pick up any shift on a Statutory/Public holiday per quarter where it is offered. In any quarter where there is more than one Statutory/Public holiday, casual staff, with three weeks' notice, may opt out of working one of the Statutory/Public holidays.

13.05 Transfers and Seniority Outside Bargaining Unit

No Employee(s) shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the bargaining unit, for a period of eighteen (18) months, but will not accumulate any further seniority. If such an Employee later returns to the bargaining unit within the eighteen (18) months period, they may be placed in a job consistent with their seniority. Such a return shall not result in lay off or bumping of an Employee holding greater seniority.

13.06 Probation of Newly Hired Employees

Newly hired full-time Employees shall be on a probationary basis for a period of six (6) months from date of hiring. After the probationary period, seniority shall be effective from the original date of employment.

Notwithstanding the above, no Employee shall be on probation for a period greater than twelve (12) months. Upon completion of the probationary period, the part-time employee shall be credited with seniority equal to nine hundred and thirty-six (936) hours of straight time worked.

Newly hired casual Employees shall be on a probationary period nine hundred and thirty-six (936) hours of straight time worked. Upon completion of the probationary period, the casual employee shall be credited with seniority equal to nine hundred and thirty-six (936) hours of straight time worked of straight time worked.

The probationary period may be extended by mutual agreement among the Employer, the Employee and the Union. It is understood that no Employee shall have more than one probationary period.

13.07 Current Address

It shall be the responsibility of the Employee to keep the Employer informed of their current address and telephone number. Where required herein, the Employer shall address all correspondence to the address provided by the Employee. The Employer will forward any such changes to the Secretary of the Local.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

For each full-time and part-time bargaining unit position to be staffed or when a new full-time or part-time bargaining unit position is created, the Employer shall notify the Union, in writing, and post notice of this position on the Employer's internal electronic Job Posting board and will send an email to each employee at their Employer email address for a minimum of one (1) week (seven calendar days), so that all members will know about the vacancy or new position. If there is no successful candidate, the position will be posted for an additional seven days. If there is no successful candidate, after the second posting the position shall be offered to external candidates. Postings shall take place no later than seven (7) calendar days after the decision to fill the vacancy is taken.

A full-time or a part-time Employee may elect, at any time, to change their status to that of a casual Employee. In such event, the Employee shall give the Employer two (2) weeks written notice before such change takes effect. For the benefit of continuity of care for the clients, the Employee should work all their scheduled shifts during the notice period.

14.02 Information in Postings

Such notice shall contain the following information:

- Nature of position, qualifications, required knowledge and education, skills, wage or salary rate and range, shift and hours of work, and location. Such qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Outside Advertising

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

14.04 Trial Period for Employees Promoted

The successful applicant shall be placed on trial for a period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee requests, they shall be returned to their former position without loss of seniority, and at the wage

or salary rate of their position. Any other Employee promoted or, because of the rearrangement of positions shall also be returned to their former position without loss of seniority and at the wage or salary rate of their position. The trial period may be extended by mutual agreement between the parties. Management agrees to exercise reasonable efforts to restore the Employee to their former position, classification and rate in the event that the Employee finds that they are unable to perform the duties of the new position within the trial period.

14.05 Disabled Employees' Preference

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

14.06 Training Courses

The Employer shall post notice of any Training Courses for which the Employees may be selected. The bulletin shall contain the following information:

- Type of course (subject and materials to be covered);
- Time and duration of the course;
- Location of the course;
- Basic Minimal qualifications required of applicants.

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

14.07 Promotions and Filling Vacancies

When making promotions and filling vacancies, the Employer's decision shall be based on the following factors:

- (a) Skill, competence and efficiency for the particular position;
- (b) Seniority.

Where, in the judgment of the Employer, the qualifications in factor (a) are relatively equal, seniority shall govern. It is understood and agreed that

the Board of Arbitration, when reviewing grievances under this Article, shall not substitute its judgment for the judgment of the Employer as to the relative equality of the qualifications.

Should an Employee who is an unsuccessful applicant to a job posting express interest in obtaining feedback, the Employer shall undertake to provide oral feedback.

14.08 Qualifications

Should the Ministry of Community and Social Services legislate changes to job qualifications for Employees in this bargaining unit, which qualifications have the effect of disallowing Employees from performing the work of their positions, the affected Employees will be given the option to:

- a) Transfer into an available vacant position where they have the qualifications, skills and ability to perform the work in accordance with the Collective Agreement, or
- b) Exercise their bumping rights in a case of a lay off under the Collective Agreement.

14.09 Professional Colleges

The Employer shall not unilaterally impose a requirement for any bargaining unit member to become a member of a College. Nevertheless, the Employer, the Union and the Employees agree to abide by any government directives, by legislation, regulation or otherwise related to College membership rules.

ARTICLE 15 - LAY OFFS AND RECALLS

15.01 Definition of Lay Off

- (a) Lay offs shall include a reduction in the normal daily or weekly hours of work of any Employee, or the elimination of an encumbered position.
- (b) The Employer shall meet with the Union through the Labour-Management Committee to review any lay off which the Employer has decided to effect. This meeting shall take place no later than one (1) month prior to the layoffs being effected.

- (c) The Employer and the Union recognize that job security shall increase in proportion to length of service. Any Employee in receipt of notice of lay off may bump another Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The right to bump shall include the right to "bump up".

15.02 Advance Notice of Lay Off and Time Off During Notice Period

- (a) The Employer shall notify Employees who are to be laid off two (2) months prior to the effective date of layoff where possible, where the lay off affects more than five (5) employees. The Employer shall notify Employees who are to be laid off ten (10) days prior to the effective date of lay off, where the lay off affects five (5) or less Employees. At the very minimum, Employees who are to be laid off will receive notice of lay off in advance of the actual date of lay off in accordance with the *Employment Standards Act*, as amended from time to time. If the Employee has not had the opportunity to work during the time period as provided in this Article, the Employee shall be paid in lieu of work for that part of the period during which work was not made available.
- (b) During the period of notice, Employees shall be granted reasonable time off with pay to seek other employment. Time off shall be subject to operational requirements and subject to the Employee receiving their supervisor's permission, said permission not to be unreasonably withheld.

15.03 Recall Procedure

Employees shall be recalled for a job in order of seniority provided that they are qualified for the job for which they are recalled and are subject to the Trial Period in 14.04, except that an Employee who does not complete the trial period successfully shall be returned to lay off status.

An Employee who is laid off shall have recall rights for a period of two (2) years. An Employee on recall shall not lose recall rights if they accept part-time employment and/or temporary assignments during the two (2) year period.

Where an Employee who has been provided with notice of lay off, exercises their right to bump to another classification with the Employer or is recalled to a different classification, the Employee shall retain the right to be reinstated to their former classification, if a position becomes available for which they are qualified, for a period of twelve (12) months from their original notice of lay off.

15.04 Recruitment During Lay Off

No new Employees will be hired until those laid off, who have the required qualifications to perform the duties of the position, have been given an opportunity for recall.

15.05 Grievance on Lay Offs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

15.06 Reduction of Regular Hours of Work

- (a) In the event that the hours of a bargaining unit position must be reduced for an indefinite period of time by an amount less than would constitute "lay off" as defined by the *Employment Standards Act*, the Employer will respond by providing a notice of lay off to the Employees in the position affected as prescribed by this Article. An Employee in receipt of a notice of lay off specifying reduction in work hours for their position shall have a period of three (3) working days in which to advise the Employer, in writing, of their decision to accept the reduction in work hours, otherwise, the Employee's notice of lay off takes effect and the position is posted specifying the new hours of work which will apply.
- (b) Employees in receipt of a notice of lay off shall have the period of notice to advise the Employer, in writing, of their application for positions for which they qualify and to which they are entitled by reason of seniority. Where the Employee has the qualifications and seniority to assume a position, the Employee shall be provided with a brief familiarization period.

15.07 Benefits During Lay Off

The Employer agrees to provide coverage for benefits as follows in cases of layoffs:

- 1) for two (2) months following the month of lay off as defined in the *Employment Standards Act*, as amended from time to time, if seniority at the time of lay off is under five (5) years,
- 2) for three (3) months following the month of lay off as defined in the *Employment Standards Act*, as amended from time to time, if seniority at the time of lay off is five (5) years or more.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work

The normal work week for full-time employees shall be no less than thirty (30) hours and no more than forty-eight (48) for an average of forty (40) hours per week over a two (2) week period.

The normal work week for part-time employees shall be an average of no more than twenty-four (24) hours per week over a two (2) week period. Whenever feasible and possible, part-time hours at a specific location and within the same classification shall be allocated to the fewest possible part-time Employees.

No Employee shall be scheduled less than three (3) hours in a shift.

Nothing in this Collective Agreement shall be construed as guaranteeing minimum or maximum hours of work.

16.02 Days Off

Days off shall be scheduled so that they are consecutive.

16.03 Paid Rest Periods

Where operational requirements permit, the Employer will provide two (2) paid rest periods of fifteen (15) minutes per each full working day. Employees in residential locations shall be required to remain on the premises during their rest periods. No more than one (1) Employee at any day program site may be entitled to leave the premises during their rest period. Nevertheless, Employees shall remain available during their rest periods in order to respond to any emergency situation.

16.04 Changes to Hours of Work

The Employer shall be permitted to schedule special events outside normal working hours, provided the Employer gives those Employees involved ten (10) days notice.

16.05 Work Schedule

- (a) The Employer agrees that hours of work shall be scheduled on a master rotation basis which repeats every twenty-eight (28) days.

(b) Where the Employer deems it necessary to change a master schedule, the Union and the Employer shall meet in advance to discuss such change. Following such meeting, if the Employer and the Union do not agree on the change to the master schedule, the Employer shall lay off any Employee to whom the old schedule applies and post vacancies arising from the new master schedule. In such event, the lay off and job posting provisions shall apply.

(c) Schedules shall provide for not less than twelve (12) hours rest between shift changes on Master Schedules and 8 hours for “on-call” shifts. “On-call” shifts are shifts “picked up” after a schedule has been posted. Shift changes means changes between types of shifts as outlined below:

Day Shift: start time between 6:00 a.m. and 10:00 a.m. inclusive.

Mid-Day Shift: start time between 10:01 a.m. and 12:00 noon inclusive.

Evening Shift: start time between 12:01 p.m. and 6:00 p.m. inclusive.

Night (overnight) Shift: start time between 6:01 p.m. and 12:00 midnight inclusive.

16.06 Split Shifts

There shall be no split shifts.

16.07 Hours Shift Assignment (Casual and On-Call shifts)

Casual hours shall be assigned in the following manner based on the availability process:

- (1) to part-time Employees working at the specific location and within the same classification;
- (2) to casual Employees working at the specific location and within the same classification;
- (3) to all other part-time Employees;
- (4) to all other casual Employees;
- (5) by applying Article 17.02.

Provided these Employees have the necessary qualifications, assignment of casual hours shall be based on seniority, providing that the assignment does not cause overtime, except where article 17.02 is applied.

16.08 Updating the Master Schedule

The original posted Master Schedules shall be updated every week with the addition of extra hours. If it becomes necessary to change or delete the additional extra hours, the Employer will give the Employee(s) affected seventy-two (72) hours advance notice. Such notice shall either be in person or by telephone. In the event that the Employer does not give at least seventy-two (72) hours' notice in accordance with above, the Employee will work the shift and will be paid accordingly. The Employer will endeavour to offer the employee whose shift has been cancelled the next first available shift.

If an employee wishes to cancel a scheduled day of leave, the employee will give the Employer eighty (80) hours advance notice. Such notice shall either be in person to their supervisor or by speaking to a supervisor by telephone. In the event the employee does not give at least eighty (80) hours notice in accordance with above, the employee will take the planned leave as scheduled.

16.09 Conversion to Full-time Work

Local representatives from both the Employer and the Union shall discuss the use of full-time and part-time positions within the Agency, at the Labour Management Committee. The parties shall discuss the issues surrounding the conversion of part-time positions to full-time positions. The Employer shall make available a current staff list that identifies employee status and any other relevant information requested by the Union in order for the parties to have an informed discussion. Operational considerations, specifically ensuring the provision of services and supports to individuals shall be a primary consideration.

ARTICLE 17 - OVERTIME

17.01 General Provisions

- (a) Overtime shall be defined as hours paid beyond forty (40) hours per week. Hours paid in excess of forty (40) hours per week will be compensated at the rate of time and one-half (1 ½).
- (b) Notwithstanding the above, when the Employer schedules staff meetings that extend beyond the normal hours of work, Employees shall be paid their regular hourly rate for attending such meetings.
- (c) All overtime shall be paid out during the pay period it has been earned in accordance with article 22.01.

17.02 Call Back Pay

An Employee who is called in and required to work outside their regular scheduled working hours will be compensated for a minimum of two (2) hours at their overtime rate whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called to do.

17.03 Authorization

All overtime must be authorized by a Supervisor.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

An Employee does not qualify for a paid holiday if they:

- (a) Fails without reasonable excuse, to work their regularly scheduled day of work preceding or following the holiday.
- (b) Having agreed to work on the public holiday, fails to report to work and perform the work without reasonable cause.

18.02 Pay for Work on a Scheduled Paid Holiday

Full-time Employees qualified for paid holidays as set out in Article 18.01 who are not required to work on the above holidays shall be compensated for one day's pay.

18.03 Part Time Employees

Part-time Employees who qualify for paid holidays as set out in Article 18.01 and who are not required to work on the above holidays shall be compensated in accordance with the Employment Standards Act, as amended.

18.04 Work on a Paid Holiday

Where an Employee works on the paid holiday and is eligible for Public Holiday Pay, the employee shall be compensated at 1.5 times their regular rate of pay for all hours worked on the Public Holiday plus a day in lieu to be paid as follows:

- (a) Full-Time Employees – shall be eight (8) hours pay at the employee's regular straight time rate of pay. For those full-time employees working less than eighty (80) hours every pay period, holiday pay shall be prorated.
- (b) Part-Time Employees – shall be paid in accordance with the *Employment Standards Act* four-week rule, as amended.

18.05 Compensation for Paid Holidays Falling on Scheduled Days Off

When any of the above-noted holidays fall on an Employees' regularly scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon by the Employee and the Employer.

Paid holidays must be taken off within six (6) months of having been earned or they shall be paid out thereafter.

18.06 No Pyramiding

There shall be no pyramiding of premiums for hours worked on a Statutory Holiday.

18.07 If an Employee wishes to observe another holiday other than those listed in Article 18.01, an Employee may designate in writing by November 1, to the Supervisor, up to three substitute paid holidays, in lieu of Good Friday, and/or Easter Monday and/or Christmas day, for the following calendar year. The substitute holiday shall be mutually agreeable between the Employee and the Employer. Any substitute holiday shall be paid using all the provisions which normally apply to those holidays listed in Article 18.01. If an Employee works on a paid holiday they forfeited for a substitute holiday, the paid holiday provisions will not apply to this day but will apply to the days assigned.

ARTICLE 19 - VACATIONS

19.01 Length of Vacation

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

Service	Length of Vacation
One year or less of service	6.67 hours for every 156 regularly paid hours, not to exceed two (2) weeks or 80 hours per year
More than one year and less than five years of service	10 hours for every 156 regularly paid hours, not to exceed three (3) weeks or 120 hours per year
More than five years and less than twelve years of service	13.33 hours for every 156 regularly paid hours not to exceed four (4) weeks or 160 hours per years and in addition 40 hours may be taken without pay
More than 12 years of service	16.66 hours for every 156 regularly paid hours not to exceed five (5) weeks or 200 hours and in addition forty (40) hours may be taken without pay

Annual vacation may not be taken in the first three (3) months of employment. If leave is required, it must be taken without pay. Beginning at the start of the fourth month of employment, leave may be taken up to the total accrued, at a time mutually agreeable between the Employee and the Employer.

"Regularly" is defined as all hours paid at the straight rate.

For purposes of vacation accrual, the vacation year shall be January 1, to December 31. Any employee not accruing vacation based on the calendar year shall commence accruing vacation based on the calendar year effective January 1, 2026.

19.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation, they shall be allowed another day off for the holiday.

19.03 **Vacation Pay on Termination**

An Employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.04 **Preference in Vacations**

Subject to operational requirements, three (3) (but no more than one (1) working the same shift) Employees from each Residential Program, six (6) Employees from the Supported Independent Living Program and four (4) Employees in total from the Day Program sites shall be granted vacation during the same period of time. Vacation shall be granted on the basis of seniority.

19.05 **Vacation Schedules**

Vacation schedules shall be posted by March 1st, June 1st, September 1st and December 1st of each year and shall not be changed unless mutually agreed upon by the Employee and the Employer.

Employees shall provide their vacation preferences to the Employer three weeks prior to the vacation schedule being posted.

19.06 **Unbroken Vacation Period**

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

19.07 **Approved Leave of Absence During Vacation**

Where an Employee qualifies for sick leave, bereavement or any other approved paid leave during their period of vacation, deductions shall be made from such sick leave, bereavement or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so reinstated for use at a later date, at the Employee's option. A medical certificate by a qualified medical practitioner is required for each day of illness. Proof of bereavement is also required.

19.08 Vacations for Supported Individual(s)

Employees wishing to volunteer and accompany supported individual(s) of the Agency shall do so on a voluntary basis. Employees may choose to use their eligible accrued Vacation pay, accumulated Paid Holiday Pay or choose to take Leave Without Pay to apply to the time they would spend with the supported individual(s) on their vacation so as not to interrupt their personal cash flow.

After approval has been given by the Employer for the use of any one or combination of the above, it is understood that any Employee who does volunteer and accompany supported individual(s) on their vacation shall be reimbursed for the following expenses: travel, meals, accommodation, admission charges and recreational fees. Any personal spending (eg: souvenirs or other expenses for personal enjoyment) shall be the responsibility of the Employee.

No Employee will be forced to volunteer or attend any supported individual's vacation.

19.09 Taking Vacation Entitlement

Employees may not accrue more than ten (10) days to the following year, except with the written approval of the Executive Director.

ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the Workplace Safety Insurance Act, or to keep appointments with qualified medical practitioners.

All Employees must endeavour to give a minimum of six (6) hours notice of their inability to report for a scheduled shift by calling their Supervisor during regular office hours. For evenings, weekends and statutory holidays they are to call the On-Call Supervisor.

Sick leave shall not be paid at an overtime rate to an employee who is absent from work for a shift that they would have been paid overtime.

20.02 Annual Paid Sick Leave

Annual paid sick leave for full-time Employees shall be earned at the rate of ten (10) hours for each month, or part thereof, worked to a maximum of one hundred and twenty (120) hours or fifteen (15) days per year. These amounts are inclusive of time off due to illness to the Employee or an immediate family member.

20.03 Maximum Accumulation of Sick Leave

The portion of an Employee's sick leave that is unused each year shall accrue for their use in future years, to a maximum of forty-five (45) days or three hundred and sixty (360) hours.

20.04 Illness in the Family

In case of illness of an immediate member of the family of an Employee where no one, other than the Employee can provide for the needs, the Employee shall be entitled after notifying their superior, to use a maximum of forty (40) accumulated hours of sick leave for this purpose.

20.05 During Probation

Paid sick leave may not be taken during the first three (3) months of full time employment. If leave is required, it must be taken without pay. Beginning at the start of the fourth (4th) month of employment, paid sick leave is available for use to the amount accrued.

20.06 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working hours, absent for sick leave.

20.07 Proof of Illness

- (a) An Employee may be required to produce a certificate from a medical practitioner/nurse practitioner for any illness where the Employee is off sick for three (3) consecutive days or more, certifying that they were unable to carry out their duties due to illness, and is not fit to return to work.
- (b) Where an Employee has been off on four (4) separate incidents (as defined in either (c) (1) or (2) below, or any combination thereof) of illness or non-work related injury within the calendar year, that Employee may be required by the Employer to produce a certificate from a medical practitioner/ nurse practitioner for any incident of illness suffered thereafter.

(c) Incidents are defined as:

1) Illness or non-work related injury:

Each absence for illness or non-work related injury may count as an incident regardless of length. Sick notes will be required after the 4th incident and for subsequent incidents. It is understood and agreed that any treatment flowing from an incident shall not be counted as a separate incident.

2) Medical/Dental Appointments:

The parties recognize that Employees have annual medicals and dental appointments and the first incident in each Collective Agreement year will total 8 hours regardless of the number of times the employee is off. Once the initial 8 hours is reached, any absence after that will be another incident regardless of the number of hours off. Sick notes will be required after the 4th incident and for subsequent incidents.

20.08 Sick Leave During Leave of Absence

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence or lay off, they shall not receive credit for the period of such absence, but shall retain their cumulative sick credit, if any, existing at the time of such leave or lay off.

20.09 Sick Leave Record

After the close of each calendar year, each Employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. An Employee is to be advised, on application, of the amount of sick leave accrued to their credit. It is understood that where an Employee disagrees with the Employer's records, the Employee shall bear the onus of proof.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, as called for by this Agreement.

21.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their workplace temporarily in connection with the grievance or arbitration procedures.

21.03 Union Leave

Leave of absence without pay and without loss of seniority (and without benefits for (d) below) may be granted upon request to the Employer, to a maximum of **three (3)** Employees away at any one time. For administrative purposes, the Employer may continue to pay the Employees' salary and benefits, and the Union shall then compensate the Employer within thirty (30) days of the date of the invoice for the salary and benefits paid during the leave period. The Employer shall bill C.U.P.E. for these expenses at the end of every month. Such leave may be granted if:

- (a) The leave does not unduly interfere with the operational requirements of the Employer;
- (b) The total combined leave of the bargaining unit, granted hereunder, shall not exceed seven hundred (700) working hours per year of the Agreement; and
- (c) The Union shall give ten (10) days notice of such leave to the Employer.
- (d) Notwithstanding (b) and (c) above, upon the giving of twenty-one (21) days notice or at the Employer's discretion a shorter period, the Employer shall grant Union Leave to an Employee who has been elected or appointed to serve in any capacity with the Canadian Union of Public Employees so long as the leave is for a period of no less than three (3) months and no more than two (2) years. Upon the conclusion of the leave, the Employee shall be returned to their former position if the position exists, or if the position does not exist to a comparable position. An Employee shall be limited to using this provision once in any twelve (12) month period.
- (e) Such leave shall be verified in writing by the President of the Union's Local or a member of the Union's Local Executive by signing the Employee's Leave Request Form.

21.04 Paid Bereavement Leave

- (a) An Employee shall be granted up to five (5) regularly scheduled consecutive work days without loss of salary in the case of the death or serious illness of the Employee's father, mother, step-father, step-mother, husband, wife, common-law spouse, son, daughter, step-son, step-daughter, brother, sister, step-brother, step-sister.
- (b) An Employee shall be granted up to three (3) regularly scheduled consecutive work days without loss of salary in the case of the death or serious illness of the Employee's mother-in-law, father-in-law, grandmother, grandfather, grandson, granddaughter or fiancé(e).
- (c) An Employee shall be granted one (1) day's leave without loss of salary in the case of the death or serious illness of the Employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any other second degree relative living in the same household.
- (d) An Employee shall be granted three (3) days off without loss of salary where the Employee suffers a miscarriage within the first one and one-half- (1 1/2) months from conception. A request for such leave shall be accompanied by a doctor's certificate indicating the term of the pregnancy.
- (e) An Employee shall be granted five (5) days off without loss of salary where the Employee suffers a miscarriage after the first one and one-half (1 1/2) months from conception. A request for such leave shall be accompanied by a doctor's certificate indicating the term of the pregnancy.
- (f) An Employee that is on shift at the time of the death of a supported individual, and the Primary at that program location, shall be granted one (1) day leave without loss of salary. It is understood that this day of leave is to be taken on the next scheduled shift following the death of the supported individual, should operational requirements not allow for the leave to be taken on the next scheduled shift it shall be granted on another day if requested by an Employee.

21.05 Pregnancy and Parental Leave

The Employer shall provide pregnancy and parental leave in accordance with the Employment Standards Act, as amended.

21.06 Paid Jury Leave

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror in a court. The Employer shall pay such an Employee their normal earnings for jury services less monies received by the Employee. The Employee will present proof of service and all payments received.

21.07 General Leave

An Employee may apply, in writing, to the Director/Associate Director of Operations for general leave. Such leave may be granted with or without pay and without loss or accumulation of seniority. Written response will be given to the Employee within ten (10) working days of such request. An Employee may be reinstated after such absence to the same position or to one comparable in category and remuneration.

21.08 Education Leave for Examination

If an Employee is required by the Employer to upgrade their employment qualification, the Employee shall be given leave of absence with pay and without loss of seniority or benefits, to write the related examination.

21.09 Marriage Leave

An employee intending to marry shall be granted, upon written request at least two (2) weeks in advance of their marriage, up to two (2) days leave without loss of pay or seniority. Such leave shall be granted only if the employee is planning to return to work.

21.10 Personal Day

Each full-time employee with 15 years of service or more shall be entitled to one (1) day (based on an 8 hour day) off per year. Said day shall be scheduled with the Employer and subject to operational requirements.

21.11 Transgender Transition Leave of Absence

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another will have access to any benefits and compensation within the collective agreement including, but not limited to, sick leave, short term disability, long term disability which they would otherwise be entitled to.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages two (2) weeks after the pay period ends, on every second Friday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period, every Employee will be provided with an itemized statement of wages and deductions.

22.02 Equal Pay for Equal Worth

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

22.03 Pay on Temporary Transfers, Lower Rated Jobs

When an Employee is temporarily assigned to a position paying a lower rate, their rate of pay shall not be reduced.

22.04 Mileage

Employees required by the Employer to use their own automobile for the Employer's business shall be paid at the rate of fifty-five (\$0.55) per kilometre. The Employer expects Employees to maintain adequate third party liability insurance and endorsement to the extent of their business use as required by the insurer. Upon presentation of an official invoice from the insurance carrier, the Employee shall be reimbursed, annually, by the Employer for the cost of raising third party liability coverage to \$2,000,000.00 and the cost for business use.

In lieu of using a car, Employees shall be reimbursed for costs incurred while using public transit on Ottawa-Carleton Lifeskills Inc. business.

ARTICLE 23 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS

23.01 The Employer agrees to provide job descriptions for all Employees in the bargaining unit. The job description shall identify a specific position within a program or activity of the Employer, summarize the duties required by the Employer and indicate the appropriate occupational group and job title.

The Union shall have the right to a grievance at Step 2 or arbitration, for any dispute involving job descriptions.

23.02 New Job Classifications/Job Descriptions

The Employer reserves the right to abolish and/or introduce new job classifications and job descriptions. Any disputes regarding the new rate of pay may be referred to arbitration and the Arbitrator shall have the right to establish the rate of pay.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 Description of Benefits

The Employer shall provide to all full-time Employees who have completed the three (3) month elimination period a Health and Life Insurance Plan, premium costs to be shared as follows:

- (a) Medical Supplement Insurance – Effective April 1, 2023, the Employer pays seventy percent (70%) of the premiums. There shall be a deductible applicable as per agreed contract with benefits carrier up to a maximum of twenty (20%) percent.

Vision Care – Effective April 1, 2023, the Employer pays one hundred (100%) of the vision premium. Five hundred (\$500) every twenty-four (24) months for employees and dependants.

- (b) Dental Care Insurance - Blue Cross #9 or equivalent based on current O.D.A. Fee Schedule - Employer to pay seventy percent (70%) of the premiums. There shall be a deductible applicable as per agreed contract with benefits carrier up to a maximum of twenty (20%) percent.

- (c) Life Insurance, Dependent Life Insurance and Accidental Death or Dismemberment Benefits - Employer pays one hundred percent (100%) of the premiums.

- (d) Long Term Disability Insurance - Employees pay one hundred percent (100%) of the premium.

The terms and conditions of the Health and Life Insurance Plan shall be Governed by the plan documents, in particular with respect to the provision of said benefits to those employees aged sixty-five (65) or older.

The booklet shall reflect an increase to the paramedical massage benefit from \$500 to \$750 upon ratification.

24.02 Part Time and Casual Employees - Pay In Lieu of Benefits

Effective April 1, 2022, Part-time and Casual Employees who have completed their probationary period and who are not eligible to participate in the benefit plans under this article shall be paid four and one half (4.5%) percent in lieu of those benefits, the amount to be added to each pay cheque. Effective April 1, 2023, the amount shall be five (5%) percent.

24.03 Multi-Sector Pension Plan (MSPP)

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

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

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

- (c) "Eligible employee" means as follows:
- (i) a full time employee who has completed one thousand and forty (1040) hours of service with the Employer; and
 - (ii) a part time employee who has completed one thousand and forty (1040) hours of service with the Employer; and
 - (iii) a casual employee who has completed one thousand and forty (1040) hours of service with the Employer.

.02 Commencing upon ratification, each eligible employee shall contribute for each pay period an amount equal to five (5%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible employee for each pay period, an amount equal to five (5%) percent of applicable wages to the Plan. Commencing on April 1, 2025, these amounts will increase to five and one quarter (5.25%) percent.

.03 The employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

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

For further specificity, the items required for each eligible employee shall include all items listed in the executed Participation Agreement in clause 6.

.05 The Union acknowledges and agrees that the Employer's obligation is limited strictly to the deduction and remittance of contributions as set out in clause .02 above. The Union further acknowledges and agrees that the Employer shall not be obligated to make any further contributions towards the costs of the benefits under the MSPP or be responsible for providing any such benefits. At all times, the Union shall save the Employer harmless from any liability or costs other than the amounts the Employer is obligated to pay specified in the Collective Agreement then in force.

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

24.04 The Employer shall provide, at its cost, an Employee Assistance Program. The terms and conditions shall be governed by the Plan Document, to be determined by the Employer. Notwithstanding article 24.01 of the Collective Agreement, the Employee Assistance Program will be available to all full time, part time and casual employees.

ARTICLE 25 - SAFETY AND HEALTH

25.01 Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

25.02 While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

25.03 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, as may be amended from time to time. All standards as of December 31, 2005 established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union and/or Legislation.

25.04 Health and Safety Representative

Each program will have one (1) Health and Safety Representative appointed by the Union.

The duties of the Health and Safety Representative will be:

- (a) To carry out a monthly inspection of premises in which they work and report to the Health and Safety Committee all situations which may be a source of danger or hazard to workers' health.
- (b) To bring to the immediate attention of the Unit Director and the Human Resources Director and, if necessary, the Health and Safety Committee, any situations occurring between monthly inspections which may be a source of danger or a hazard to the health and safety of the workers.
- (c) To send written reports of all accidents or near accidents occurring in the workplace to the Health and Safety Committee and make recommendations to the employer and the worker's for the improvement of the health and safety of employees.
- (d) To assist in educating all staff and workers towards safe working habits.

25.05 Health and Safety Committee

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

- (a) Review and investigate all reports, records and data on Health and Safety and recommend, in writing, corrective procedures to the Executive Director.
- (b) Take minutes of all meetings and distribute them to the Employees, the Employer and the Union.

25.06 No Loss of Remuneration

The Health and Safety Representatives and Committee members shall have the right to attend to their duties as such within working hours without loss of remuneration. As well, Committee members shall be entitled to one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting. Time spent by Committee members preparing for and attending Committee meetings shall be without loss of remuneration.

If the inspections are done during work hours the worker Health and Safety Committee member will be back filled and the time will be part of the worker member's work time. If it is outside the regular hours of the worker member then the application of overtime will apply within the rules of how overtime is paid.

25.07 Disagreements

All disagreements of the Health and Safety Committee shall be reported to the Executive Director and the Union Local President. Situations that cannot be resolved at this level shall be reported to the Minister of Labour or their representative for a decision.

25.08 Reporting

Employee Injury and Near Miss Reports and related incident reports shall be forwarded to each of the joint Health and Safety Committee Chairs or designates within two (2) working days of the incident being reported.

25.09 Violence Policy and Procedures

The Employer agrees that in all cases where employees or the Union identify a risk of violence to staff, the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level. The Employer, the Union and each Employee agrees to be bound by the Employer's Policy titled Workplace Violence Prevention having an effective date of May 2005, as amended from time to time.

ARTICLE 26 - JOB SECURITY

26.01 Contracting Out

The Employer shall be allowed to contract out work where this does not result in the displacement of any Employees.

26.02 No Full Time Lay Off Due to Reassignment to Part Time

No full-time Employee shall be laid off by reason of their duties being assigned to part-time Employees.

ARTICLE 27 - GENERAL CONDITIONS

27.01 Bulletin Boards

The Employer shall provide an electronic bulletin board through the Employer's internal electronic system such that all Employees will have access to it. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees. Prior to posting such other notices as may be of interest to the Employees, same shall be first approved by a member of management.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Collective Agreement shall be available to all employees through the Employer's internal electronic system within thirty (30) days of signing.

ARTICLE 29 - GENERAL

29.01 Mutual Agreement

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

29.02 Definition of Spouse

Wherever the term spouse appears in the Collective Agreement or in the benefit plan purchased or otherwise by the Employer for the benefit of the Employees, it shall include within its meaning same sex spouse and common law spouse. This definition shall be subject to the rules on cohabitation as may apply from time to time.

29.03 Labour/Management Committee

Where the Employer and/or the Union agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour/Management Committee meeting during the term of this Collective Agreement the following shall apply.

An equal number of representatives of each party, to a maximum of three (3), shall meet at a time and place mutually satisfactory. Such meetings shall be scheduled on a quarterly basis. A request for a meeting hereunder shall be made in writing prior to the date proposed. Each party undertakes to provide the other with as much notice as possible to effectively and efficiently address each issue.

The notice to meet shall be accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Collective Agreement, but may include redeployment of staff due to layoffs, workload issues, case documentation issues, issues arising from potential mergers and restructuring, and other like topic. The committee will be responsible for setting out the terms of reference for each issue, which shall include but not be limited to; a process to investigate the issue, identifying alternatives, providing the Employer with meaningful recommendations.

Whenever possible, the parties agree to schedule these meetings between 8am and 4pm Monday to Friday. However, when this is not possible, meetings will be scheduled outside of working hours. Any representative attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

29.04 Training

Where the Employer schedules training courses and Employees are required by the Employer to attend, Employees shall be paid at the appropriate wage rate for the hours that they attend. Where there is less than twelve (12) hours between the training shift and another shift, this shall not trigger premium pay. The Employer shall provide thirty (30) days notice of the scheduling of training courses. Where Employees are unable to attend scheduled training provided by the Employer, they are required to obtain such training on their own time and at their own expense. Every effort will be made to have overnight staff training scheduled at the end of the work week.

29.05 Notice and Disclosure

The Employer shall give the Union forty-five (45) days notice in writing in the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring; or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members. The Employer agrees to meet with the Union within five (5) working days of the written notice to discuss the plan(s) or initiative(s).

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration

The Collective Agreement shall be binding and in effect commencing on April 1, 2024 and terminating on March 31, 2027, and shall continue from year to year thereafter unless either party gives the other party notice in writing during the ninety (90) days prior to the expiry date of its intent to bargain for a renewal agreement.

If neither party gives notice to the other of its intent to bargain as set out above, the Collective Agreement shall continue from year to year thereafter. However, either party may give the other party notice in writing during the ninety (90) day period prior to each anniversary of the expiry date of its intent to bargain for a renewal agreement.

30.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

30.03 Agreement to Continue in Force

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

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

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

Brigid FitzPatrick
Brigid FitzPatrick (Jan 14, 2025 13:27 EST)

Brad Purvis
Brad Purvis (Jan 16, 2025 13:18 EST)

Kim Caron
Kim Caron (Jan 15, 2025 14:43 EST)

BAB
Brent Barlow (Jan 15, 2025 14:46 EST)

FOR THE UNION

R Harris
Russell Harris (Jan 8, 2025 10:48 EST)

Myriam Detchoun
Myriam Detchoun (Jan 14, 2025 11:36 EST)

Keith Elliott
Keith Elliott (Jan 8, 2025 12:41 EST)

Melissa Piracha
Melissa Piracha (Jan 8, 2025 14:58 EST)

Jacynthe Barbeau
Jacynthe Barbeau (Jan 8, 2025 16:03 EST)

lb:cope/sepb 491
November 5, 2024

SCHEDULE "A"

Effective April 1, 2024 to March 31, 2025				
Residential Rates	Start	After 1 year	After 3 years	After 6 years
Qualified	33.43	34.38	35.51	36.57
Asleep	20.45			

Lifeskills Rates	Start	After 1 year	After 3 years	After 6 years
Qualified	32.74	33.69	34.82	35.88

Effective April 1, 2025 to March 31, 2026				
Residential Rates	Start	After 1 year	After 3 years	After 6 years
Qualified	34.02	34.98	36.14	37.21
Asleep	20.81			

Lifeskills Rates	Start	After 1 year	After 3 years	After 6 years
Qualified	33.32	34.28	35.43	36.51

Effective April 1, 2026 to March 31, 2027				
Residential Rates	Start	After 1 year	After 3 years	After 6 years
Qualified	34.95	35.94	37.13	38.23
Asleep	21.38			

Lifeskills Rates	Start	After 1 year	After 3 years	After 6 years
Qualified	34.23	35.22	36.41	37.51

Clarity note: For the purpose of defining "after 1/3/6 year(s)"; full-time Employees shall progress along the wage grid upon the anniversary of their hire date after 1/3/6 year(s) and part-time Employees shall progress along the wage grid after the completion of 1872 hours being the equivalent of one year after 1/3/6 year(s).

LETTER OF UNDERSTANDING

Re: Alternate Work Schedules

The parties agree, during the term of this Collective Agreement, to meet and discuss alternate schedules.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

Brigid FitzPatrick
Brigid FitzPatrick (Jan 14, 2025 13:27 EST)

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LETTER OF UNDERSTANDING

Re: Residential Programs - Hours of Work for Full-time & Part-Time Employees

The Employer undertakes to implement for its full-time and part-time Employees schedules for the programs and homes falling within its Residential Program, with the exception of the Supported Independent Living Program, which would meet the following criteria:

- a) each schedule shall be based on a master rotation which repeats itself every twenty-eight (28) days;
- b) the Employer shall not schedule an Employee to work more than twelve (12) consecutive hours;
- c) where the Employer has an appropriate permit from the Employment Standards Branch for twelve (12) hour shifts, the Employer shall not schedule Employees to work more than three (3) twelve (12) hour shifts during each fourteen (14) day period;
- d) where two (2) twelve (12) hour shifts are scheduled in a two (2) day period, two (2) consecutive days off shall immediately follow.

For the purposes of this Letter of Understanding, the parties agree that notwithstanding Article 17.01 of the Collective Agreement, overtime shall be defined as hours paid beyond eight (8) hours in each day and eighty (80) hours during each fourteen (14) day period. Notwithstanding, the parties agree that where an Employee is scheduled to work twelve (12) hour shifts, as outlined in c) above, the Employee will be compensated at their regular rate of pay for the twelve (12) hours. Any hours worked in excess of the twelve (12) hours shall be overtime and compensated at the overtime rate. Notwithstanding the above, over-night shifts shall be compensated for overtime after eighty (80) hours during each fourteen (14) day period.

Notwithstanding Article 16.02 of the Collective Agreement, the parties agree that should the Employer schedule Employees to five (5) days off during the fourteen (14) day period outlined above, the fifth day off need not be consecutive with any other day off.

These schedules are based on the hours of care required in each program. As such, the schedules will vary and the staffing requirements will fluctuate. The Employer agrees to implement schedules meeting the above criteria after consultation with the Union and the Employees affected. Nevertheless, the parties agree that the decision as to scheduling shall remain with the Employer, provided that such decision is consistent with the provisions of this Collective Agreement.

For purposes of hours of work and overtime, an employee hired in a residential program will have this Letter apply to all hours worked.

The parties agree that this letter of understanding shall subsist only for the duration of this Collective Agreement.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Re: Term/temporary positions

DEFINITION

A term/temporary position is a position, which is not permanent, but rather temporary in nature and has a fixed commencement date and a fixed termination date and of a duration of no longer than eighteen (18) months, hereinafter referred to as a "term position". The duration shall be subject to one extension where the Union and the Employer have so agreed. Term positions are intended to cover off pregnancy leaves, WSIB leaves, long-term sick leave situations, summer terms and other similar circumstances. The Employer shall determine the commencement and the termination date of each term position. Should it be required that the dates be amended, the Employer shall provide notice to the Union and the affected Employee.

STAFFING

A term position which is intended to last for a period of three (3) months or less shall be staffed by the Employer at its discretion. A term position which is intended to last for a period of more than three (3) months must be staffed in accordance with Article 14 of the Collective Agreement.

VACATION & SICK LEAVE FOR FULL TIME TERMS

Once an Employee receives notification by letter from the Employer advising that they have been appointed to, or has been the successful applicant for a full time term position longer than three (3) months, they will be required to meet with a representative of the Employer's Human Resources Department to discuss vacation and sick leave. It is the responsibility of the Employee to contact Human Resources to set up a meeting. If the Employee does not contact Human Resources the status quo will remain in place.

If the Employee held a part-time position at the time of their appointment or awarding of the term position, the Employer shall upon commencement of the term, cease paying the Employee's vacation entitlements every pay period. The Employer will commence accruing vacation and sick leave for the Employee based on the entitlements in the Collective Agreement. The Employer shall accrue said entitlements as they are earned on a monthly basis in order to avoid the situation where the Employee is overdrawn and the Employer must recover the amounts overdrawn at the end of the term. When an Employee returns to part time status, any balance of vacation accrual shall be paid out to them. There will be no payment or carry over of sick credits. The Employer shall

then resume paying the Employee's vacation entitlements.

% IN LIEU OF BENEFITS

The Employee will continue to receive the % in lieu of benefits as specified in Article 24.02.

STATUTORY HOLIDAYS

Employees in a term position will continue to receive statutory holidays and pay based on the Collective Agreement.

SENIORITY LISTS

Employees in a term position will remain on the seniority list and will accrue seniority for the time they are in the term position.

LAY OFF

At the termination of the term, the Employee shall be returned to their former permanent position. If as a consequence of a lay off, the Employee in the term position is bumped, the Employee will return to their former position upon the effective date of the bumping.

If an Employee is bumped out of their former position while they are in a term position, they will exercise their right to bump and will return to the position chosen at the end of their term.

TERM POSITION COMES TO AN END OR BECOMES PERMANENT

If the term position was filled internally, at the end of the term position, any full-time or part-time employee appointed to fill such term position shall be returned to their previous position unless they have successfully applied to another full-time or part-time vacancy. Likewise, any other full-time or part-time employee appointed to fill any vacancy arising from the initial term position shall also be returned to their previous position unless they have successfully applied to another full-time or part-time position. If the employee cannot be returned to their previous position because it no longer exists, they shall be provided with notice of lay off in accordance with Article 15.02 or be paid in lieu of notice.

If the term position was filled externally by a new employee, at the end of the term position, such employee shall be provided with notice of lay off in accordance with Article 15.02 or be paid in lieu of notice.

In the event that a temporary position becomes permanent, it shall be posted and filled in the normal fashion.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Re: Joint Lobby

The Employer and the Union agrees to lobby the provincial government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with developmental disabilities and their families. A key component of this lobby will be for improved wages, benefits, pensions and working conditions for the workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Re: Targeted Funding

This will confirm the understanding of the parties during the term of the Collective Agreement, with respect to the following matter.

In the event that the Ministry of Community, Children and Social Services (MCCSS) provides the Employer with targeted funding for wages and/or benefits during the term of the Collective Agreement, the Employer agrees to apply said targeting funding in accordance with the directives and guidelines of the Ministry. Before applying said targeted funding, the Employer will disclose the directives and guidelines of the Ministry to the Union.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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Jacynthe Barbeau (Jan 8, 2025 16:03 EST)

LETTER OF UNDERSTANDING

Re: WSIB

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

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Re: Volunteers

At such time as the Employer introduces a formal volunteer program within the Agency, the Employer will advise the Union in January of each year of the names of all volunteers, the type of services to be performed and their locations.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Re: Labour Force Strategy

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

The general purpose of the Developmental Service Advisory Group shall be to:

- (a) Discuss human resource issues related to ensuring the delivery of quality services and supports to supported individuals and their families.
- (b) Make recommendations related to a labor force strategy for the sector including such issues as recruitment and retention, multi-year funding formula, apprenticeship and mentorship programs, direct funding models, transformation issues, workload, mergers and amalgamations, staffing and support levels.
- (c) Advise and report on systemic matters relating to the occupational health and safety of development service workers in Ontario.
- (d) Consider such other issues as agreed to by the participants.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

Brigid FitzPatrick
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LETTER OF UNDERSTANDING

Re: PULFORD SCHEDULE

Both the Employer and the union recognize 12 hour shifts, on a consistent basis, may have a negative impact on the workload of the staff at Pulford. We also recognize the schedule as approved circumvents the Letter of Understanding in the Collective Agreement about hours of work and only working (3) twelve hour shifts in a 14 day period.

The parties acknowledge this agreement is without prejudice and will in no way set precedence of any kind in the future.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

Brigid FitzPatrick
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LETTER OF UNDERSTANDING

Re: Central Table Bargaining

The Parties recognize the financial constraints faced by agencies due to funding freezes imposed by the Province of Ontario. The Parties further recognize that reductions in service, closures and layoff should never be an option to realize cost-savings. Such actions and decisions not in the best interest of the people receiving service, the community, the agency and its employees. The Parties understand that new and innovative methods to reduce costs should be investigated and promoted to avoid decisions with negative impacts. Therefore, the Parties agree to participate and support a Central Bargaining Table to explore a single, common benefit package for all participating Developmental Service Agencies in Ontario.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

Brigid FitzPatrick
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LETTER OF UNDERSTANDING

Re: Job Postings

For the duration of this Collective Agreement, where the Employer has held a competition to fill a vacancy the following shall apply:

The vacancy shall be awarded to the most senior employee who has exceeded the score of 80% in their interview/test.

Where no employee had exceeded the score of 80%, the vacancy shall be awarded to the employee obtaining the highest score above 70%.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Re: Bill 124

Whereas the parties had agreed to a letter of understanding that would allow the collective Agreement to be reopened with respect to compensation should any challenge to the constitutionality of Bill 124 in which CUPE was a plaintiff be successful.

And whereas, in November of 2022, the Ontario Superior Court declared bill 124 unconstitutional, finding that it substantially interfered with collective bargaining. The Ontario government unsuccessfully appealed the decision and subsequently repealed the Act in its entirety in February 2023.

And whereas the parties met, and the Employer provided the Union with money in response to the wage re-opener.

Nevertheless, the Employer hereby undertakes within 60 days of the signing of this Letter to apply to the Ministry of Children, Community and Social Services and/or the Treasury Board Secretariat, for funding to address labour relations and employee compensation issues arising from the annulment of Bill 124 on behalf of the bargaining unit employees.

The Employer will share with the Local Executive the attempts to request funding and any responses it receives. The Employer agrees to make continued efforts to receive funding to remedy the injustice endured by employees as a result of Bill 124.

Should the Employer be in receipt of any funding related to Bill 124, the Employer will pay the amount of that funding designated for the bargaining unit employees employed as of the date of receiving any such funding, less any monies already paid to the bargaining unit employees.

It is further understood that this letter will by no means cause prejudice to any remedy that members could otherwise be entitled to.

SIGNED AT OTTAWA, ONTARIO THIS 8TH DAY OF JANUARY 2025.

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LETTER OF UNDERSTANDING

Re: Operational Requirements for Period December 24th to December 31st

The parties wish to resolve the issue of establishing the Operational Requirements during the period from December 24th to December 31st. In addition to the minimum number of employees identified as being required to attend work for the period identified, the parties agree as follows:

1. The regular vacation requests will be submitted in July for the period of October, November, December and January, inclusive of the period in question. (December 24th to December 31st).
2. The regular number of employees will be granted this time off in accordance article 19.04 of the collective agreement.
3. The parties agree to meet, in a Labour Management Meeting, no later than November 30th to discuss the Operational Requirements needed during the period of December 24th to December 31st and to identify any additional persons that can be off on approved vacation.
4. The employer will then, by order of seniority, offer the available vacation opportunity(ies) to those members of the Bargaining Unit who submitted their requests for the vacation in July.

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LETTER OF UNDERSTANDING

Re: Collaboration & Consultation

The parties agree that the Developmental Services sector is subject to numerous government vagaries. These vagaries directly impact on the stability of the Employer and on the employment status of the Employees. The timing of government decisions further impacts on the Employer.

In order to minimize the negative consequences of any government decision upon the Employer, the parties endorse a collaborative approach to resolving any such issues. As such, the Employer hereby undertakes;

- to provide as much notice as possible to the Union of any government decision that could negatively impact the employment status of the employees in order to effectively and efficiently address the matter raised;
- to meet with the Union to consult on options to minimize the negative impact;
- to provide the Union with an opportunity to identify alternatives and provide the Employer with meaningful recommendations.

The parties recognize that the implementation of decisions taken, which negatively impact upon the employment status of the Employees, shall be sensitive to the affected employees. As such, the Employer shall be respectful of this fact and introduce such changes with reasonable notice and always in accordance with the provisions of this collective agreement.

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LETTER OF UNDERSTANDING

Re: Vacation Entitlement & Constructive Counselling

Vacation Entitlement

The parties agree that for the duration of the Covid-19 pandemic, all vacation accruals will NOT be affected by any unpaid leave of absence (LOA) or any leave without pay (LWOP), which has been the result of an absence relating to COVID-19. Employees will be permitted to use their vacation and sick accruals before entering into an unpaid LOA or LWOP.

Any adjustments made to an employee's vacation and sick accrual as a result of an unpaid LOA or LWOP will be reimbursed to the employee. This will be retroactive to March 11, 2020 when Covid-19 was declared a pandemic.

All other parameters around vacation entitlement are still in effect.

Constructive Counselling

The parties agree that for the duration of the Covid-19 pandemic, all constructive counselling and progressive discipline will be subject to further review from senior management.

The parties recognize the undue stress the pandemic is having on all employees. To that end, progressive discipline will be reviewed on a case by case basis. Only those cases deemed to be severe or serious will be subject to progressive discipline.

All other aspects of the Constructive Counselling & Disciplinary Policy G-22 are still in effect.

The parties agree that when the pandemic is declared contained by the World Health Organization (WHO), this LOU is null and void.

The parties acknowledge this agreement is without prejudice and will in no way set precedence of any kind in the future.

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LETTER OF UNDERSTANDING

Re: JOINT SCHEDULING COMMITTEE

The parties agree to establish a Joint Scheduling Committee (JSC). The JSC shall be composed of three (3) members from the Union and three (3) members from the Employer and shall be tasked with reviewing all current staffing and scheduling models, precarity of work and shall utilize meaningful staff input and other resources as agreed upon.

The goal of the JSC shall be to create and recommend to senior management new rotations, positions and scheduling lines and to streamline models and practices with the goal of eliminating precarity while achieving work/life balance and maximizing the service provided to supported individuals.

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