

COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY LIVING SARNIA-LAMBTON

(herein referred to as the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4370**

(herein referred to as the "Union")

COMMUNITY
Sarnia-Lambton



CUPE Canadian Union
of Public Employees

Date of Ratification: **October 30, 2023**

Date of Expiry: **March 31, 2026**

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ARTICLE 1 - PREAMBLE

- 1.01 The Agreement is entered into by the two parties in order to provide for orderly collective bargaining relations between the Employer and the employees covered by this Agreement.

It is the desire of both parties to co-operate in maintaining a harmonious relationship to settle amicably differences or grievances which may arise from time to time as provided in this Agreement.

- 1.02 Both parties recognize first and foremost that Community Living Sarnia-Lambton is mandated to ensure that all clients who live with a developmental disability have the right to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Community Living Sarnia-Lambton in the County of Lambton and the City of Sarnia save and except department heads, co-ordinators, assistant supervisors and persons above the rank of department head, co-ordinator and assistant supervisor, office, clerical employees, co-operative students, persons employed for a definite term or task, and clients of the Employer.

Persons employed for a definite term or task includes:

- i) persons hired to replace an employee who is absent from work,
- ii) persons hired for specific non-recurring work, a training grant, project, or program, not to exceed twelve (12) months and which has a pre-established end date, or a seasonal work grant, project or program which has a pre-established end date, including students employed during school vacation periods.

- 2.02 The term "employee" or "employees" as used in this Agreement shall mean only those employees who are included in the bargaining unit as defined in Article 2.01 above.

For the purpose of this Agreement, the parties agree that "employees in the bargaining unit" noted above refer to the following employment categories:

(a) **Full-time Employee(s)**

When the terms "Full-time Regular Employee(s)", "Full-time Weekend Employees(s)", "Full-time Night Sleep Employee(s)", or "Full-time Night Awake Employee(s)" is used in this Agreement, it means those employees who are normally scheduled to work sixty-four (64) or more hours averaged over a two (2) week period.

(b) **Part-time Employee(s)**

When the term "Part-time Regular Employee(s)" and "Part-time Respite Employee(s)" are used in this Agreement, it means those employees who are scheduled to work less than sixty-four (64) hours averaged over a two (2) week period.

(c) **Part-time Casual Employee(s)**

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When the term "Part-time Casual Employee(s)" is used in this Agreement, it means those employees in the bargaining unit who are requested to work from time to time on an 'as needed', 'short term', or 'call-in' basis as required by the Employer and may be pre-scheduled to work up to 20 hours averaged over a two (2) week pay period.

Full-time or Part-time Employees may have the opportunity to perform casual work as determined by the Employer.

(d) Individual Support Employee(s) -- Family Directed

- i) When the term "Individual Support Employee(s)" is used in this Agreement, it means those employees in the bargaining unit who are assigned to work with or for Individuals who themselves, or whose families on their behalf, have chosen to direct their own support with individualized funding. This includes, but is not limited to, employees who perform work funded by "Passports" and "Assistance for Children with Severe Disabilities (ACSD)" agreements.
- ii) An "Individual Support Employee(s)" assignment to work with an Individual shall have prior and ongoing agreement between the Employer and the respective Individual and her Family. The ISE's work schedule shall be directed and overseen by the respective individual and her Family and shall primarily be performed in non-Association based settings or functions.
- iii) An "Individual Support Employee(s)" may be hired or assigned to work one or more Individual Support agreements at any one time.
- iv) Full-time, Part-time Regular or Part-time Casual Employees may also be hired to perform "Individual Support Work". When performing such additional work, Part-time Regular or Part-time Casual Employees will continue to be considered Part-time Regular or Part-time Casual, as the case may be, for the purposes of this Collective Agreement.

(e) Individual Support Employee(s) -- Employer Directed

- i) When the term "Individual Support Employee(s)" is used in this Agreement, it means those employees in the bargaining unit who are assigned to work with or for Individuals who themselves, or whose families on their behalf, have chosen to request the Employer to provide and direct support services with their individualized funding. This includes, but is not limited to, employees who perform work funded by "Passports" and "Assistance for Children and Severe Disabilities (ACSD)" agreements.
- ii) An "Individual Support Employee(s)" assignment to work with an individual shall have prior and ongoing agreement between the Employer and the respective individual and her family. The ISE's work schedule shall be directed and overseen by the Employer and shall primarily be performed as a regular component of Association based settings or functions.
- iii) An "Individual Support Employee(s)" may be hired or assigned to work one or more Individual Support agreements at any one time.

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- iv) Full-time, Part-time Regular or Part-time Casual Employees may also be hired to perform "Individual Support Work." When performing such additional work, Part-time Regular or Part-time Casual Employees will continue to be considered Part-time Regular or Part-time Casual, as the case may be, for the purposes of this Collective Agreement.

2.03 Where the feminine pronoun is used herein, it shall mean and include the masculine pronoun as well as any gender pronoun to reflect two-spirited, intersexed, transgendered, or transsexual persons, if the context so provides

2.04 Correspondence

Correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the President of the Union or designate. Correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or designate. The Employer shall provide to the President of the Union, every January a list of employees' telephone numbers and last address on record with the Employer.

2.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and recognizes that the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of discharge without just cause by an employee who has completed her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Make, enforce and alter from time to time rules and regulations to be observed by all employees. Employees will be notified of such rules and regulations;
- (d) Determine in the interest of efficient operation and highest standards of service, classifications, hours of work, work assignments, methods of doing the work, the working establishment for any service and the standards of performance and qualifications for all employees;
- (e) Determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.

This includes the right to introduce new and improved methods, facilities, equipment, to control the amount of supervision necessary and the increase or reduction of personnel in any particular area.

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ARTICLE 4 - NO DISCRIMINATION

- 4.01 Each of the parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced because of an employee's membership, non-membership or participation in the affairs or operation of the Union.
- 4.02 The Union agrees that there will be no Union activity or solicitation for membership on the Employer's premises or while supporting individuals in the community except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 The Employer, Union and employees agree to abide by the provisions of the Ontario *Human Rights Code* ("Code") as amended from time to time. Such Code shall be posted at work locations where there is a bulletin board. In work locations where there is no bulletin board, the Code shall be placed in a binder or a digital platform.

For ease of reference, the prohibited grounds of discrimination and harassment in the Code are: 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.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedure for settling grievances, the Employer agrees that there will be no lockout of the employees during the term of this Agreement and the Union agrees that there will be no strike, slowdown, sit down nor picketing of any kind or form whatsoever, or any other action which will interfere with the Employer's operations. If any such action takes place, the Union agrees to instruct the employees to carry out the provisions of this Agreement and return to work and perform their regular duties. The words strike and lockout shall have the meaning given to them in the *Labour Relations Act, 1995* of Ontario as amended from time to time.
- 5.02 The parties further agree that there shall be no demonstrations or gatherings on the Employer's premises regarding the Association's operations. The parties agree that no statements will be made to the media about the clients, the Employer, its employees or representatives, by employees, their representatives or the Union that would damage the Employer's reputation and ability to conduct its business.
- 5.03 No employee will be disciplined for refusal to cross a legal picket line when to do so would present a real danger of physical harm to the employee or client. An employee must notify her immediate supervisor or designate of her refusal to cross a picket line immediately upon such refusal.

ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 The Employer agrees to deduct from each employee's pay cheque a sum equal to the monthly Union dues of each employee. The Employer shall remit such dues to the National Secretary-Treasurer of the Union not later than the 21st day of the following month for which the dues were deducted, together with a list of the names of the employees from whose pay the deductions have been made and the amount deducted. A copy will be forwarded to the Local Union President. The amount of Union dues deducted from each employee under this Article shall be included on the employee's T-4 slip.
- 6.02 The Union shall notify the Employer in writing of the amount of such dues from time to time and one (1) month prior to any change in the amount of said dues becoming effective.

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- 6.03 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

6.04 New Hires

The Employer agrees to advise new employees of the fact that a Collective Agreement is in effect. The Union and the Employer shall equally share the cost of printing sufficient copies of the Collective Agreement for distribution. The Employer shall provide the new employee with a copy of the same together with a list of Stewards and Committee Members as per Article 7.05 and a welcoming letter prepared by the Union and approved by the Employer. During the course of a new employee orientation session, conducted by the Employer, the President of Local 4370 or designate shall be provided with an opportunity to make up to a thirty (30) minute presentation to such new employees for the purpose of acquainting the new employee with the benefits, duties and responsibilities of Union membership. The date and time of the presentation shall be determined by the Employer and notification shall be provided to the President. The President of Local 4370 or designate shall be compensated at her regular straight time hourly rate for time lost during her regular scheduled hours of work while making such presentation.

- 6.05 The Union shall be notified of any new hires with their names, addresses, and phone numbers within one week following the end of the month of hire.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Employer acknowledges the right of the Union to elect from amongst active employees, who have completed their probationary period, five (5) Stewards as agreed upon by the Employer and the Union.

The function of these Stewards shall be to assist employees in their respective areas in presenting any grievances to the Employer which may properly arise under the provisions of this Collective Agreement.

- 7.02 The Union recognizes and agrees that the Stewards have their regular duties to perform in connection with their employment and that only such time as is necessary will be taken by the Stewards during working hours in order to assist an employee in presenting her grievance to the Employer as set out in Article 8. In accordance with this understanding, the Employer agrees to compensate the Steward during her regular working hours at her regular straight time hourly rate when presenting grievances to the Employer as set out in Article 8, provided that the Steward first obtains the permission of her Supervisor or designate in writing before absenting herself from her duties, which permission shall not be unreasonably withheld. Prior to returning to work, the Steward must report to her immediate Supervisor or designate.

- 7.03 The Employer agrees to recognize a Negotiating Committee comprised of up to five (5) employees in the active employ of the Employer, who have completed their probationary period, to represent the Union to negotiate renewals of this Collective Agreement as provided for in Article 23. The Union shall have the right to the assistance of a representative of C.U.P.E. The Union agrees that not more than two (2) employee members of the Negotiating Committee shall be absent from any one (1) program area, provided that not more than one (1) employee member shall be absent from any one (1) work location.

The Employer agrees to compensate the members of the Negotiating Committee at their regular straight time hourly rate of pay for time lost from their regular scheduled hours of work up to

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maximum of eight (8) hours per meeting, while meeting directly with the Employer for a total of up to five (5) meetings to negotiate the renewal of this Collective Agreement. Further, in the event the employee has been scheduled or assigned to work a shift during the time period between the hours of 8:00 am of the meeting day and 7:59 am of the following day, the employee will be excused from the shift. The Employer shall not pay any overtime or premium rates to any members of the Negotiating Committee for the pay period within which a negotiating meeting(s) occurs.

The President of Local 4370, or designate, shall be allowed one (1) consecutive period of two (2) hours to meet with the Executive Director at mutually agreed upon times to discuss Union/Association business of mutual concern. It is agreed and understood that the meetings shall not exceed four (4) hours per month (i.e. two (2) meetings.) The President, or designate, shall be compensated for time attending these meetings at her regular straight time hourly rate

7.04 Labour/Management Committee

- (a) The Employer and the Union recognize the need and importance of maintaining a dialogue between employees and management. To this end, the Employer shall meet with up to four (4) employees in the active employ of the Employer who have completed their probationary period, not less than five (5) times per calendar year, preferably bi-monthly, at times mutually agreed upon by the parties.
- (b) A meeting agenda must be submitted to the other party not less than five (5) calendar days prior to the scheduled meeting date.
- (c) The purpose of the meetings will be to discuss matters of mutual concern. It is expressly understood that any individual matter which could be processed under the grievance and arbitration provisions provided under this Collective Agreement shall not be discussed at these meetings.
- (d) The Employer agrees to compensate the members of the Labour Management Committee at their regular straight time hourly rate for time lost from their regular scheduled hours of work which cannot be rescheduled to a maximum of two (2) hours per meeting.
- (e) An Employer and a Union Representative shall be designated by the respective parties as joint chairpersons.

7.05 The Union will notify the Employer of the names of the Stewards, members of the Negotiating Committee and the Labour Management Committee and their respective effective dates of appointment, in writing, before the Employer shall be required to recognize the same.

7.06 (a) Discipline/Suspension/Discharge

When the Employer calls an employee, who has completed her probationary period, to a disciplinary meeting at which a verbal warning, written warning, disciplinary suspension without pay or discharge from employment will be imposed, such employee shall be told at the time of the call that the meeting shall be disciplinary, the general nature of the meeting and that she may be accompanied by a Union Steward. The Union Steward's role shall only be to clarify and seek direction on matters presented at the meeting and shall not interfere with the responsibility and obligation of the employee to fully cooperate with and respond to the Employer's questions and statements, and not to speak on the employee's behalf. A record of such discipline shall be

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placed in the employee's personnel file and a copy shall be provided to the employee. The President of the Union or her designate shall be sent a copy of the discipline within five (5) working days of the discipline being given. The Employer agrees to compensate the Steward at her regular straight time hourly rate for time lost from her regular scheduled hours of work for time spent at such meeting.

Should the employee fail to attend the scheduled disciplinary meeting, the respective discipline will be imposed with no further meeting being convened. Such discipline will be conveyed to the employee by registered mail, priority post or courier. A copy will be sent to the steward after the employee receives the disciplinary action.

7.06 (b) Union Representation in Investigative Meetings

When the Employer calls an employee, who has completed her probationary period, to an investigative meeting with more than one member of management (which includes human resources) that is about the employee's alleged serious misconduct and is likely to lead directly to discipline for that misconduct, such employee shall be told at the time of the call the general nature of the meeting and that she may be accompanied by a Union Steward. The Union Steward's role in the meeting shall only be to observe. The Union Steward shall not interfere with the responsibility and obligation of the employee to fully cooperate with and respond to the Employer's questions and statements, and the Union Steward shall not speak on the employee's behalf. The Employer agrees to compensate the Steward at her regular straight time hourly rate for time lost from her regular scheduled hours of work for time spent at such meeting.

7.07 Non-Disciplinary Paid Leave

In the event an employee is placed on non-disciplinary paid leave pending investigation, the Employer shall notify the President of the Union or her designate of such leave, within five (5) working days from the date placed on such leave.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Preamble

It is the mutual desire of the parties that complaints of employees be dealt with as promptly as possible. It is understood and agreed that an employee has no grievance until she has first discussed her complaint with her immediate Supervisor.

8.02 Complaint Stage

Complaints shall be submitted in writing, identified as a complaint under this Article, within five (5) working days after the circumstances giving rise to the complaint having occurred or have originated. The employee's immediate Supervisor shall respond in writing to her within five (5) working days after the submission of the complaint.

8.03 Grievance Stage

If the complaint is not settled by the immediate Supervisor within the five (5) working days noted above, and it relates to the interpretation, application or administration of the Collective Agreement, it may be taken up as a grievance in the following manner and sequence:

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Step I

The employee may submit a written formal grievance to her Program Area Director/Manager within five (5) working days after the immediate Supervisor's decision under the Complaint Stage (Article 8.02). The nature of the grievance, the Article or Articles of the Collective Agreement alleged to have been violated and the remedy sought shall be set out in the grievance on the prescribed form. Any grievance not submitted within the respective five (5) working days of this Step shall be deemed to have been settled or abandoned. The written decision of the Program Area Director/Manager shall be delivered within five (5) working days following the day on which the grievance was presented to her. Failing settlement, then;

8.04 Step II

Within three (3) working days following the receipt of the decision under Step I, the grievor may submit the written grievance to the Executive Director or designate. Any grievance not submitted within the time limits provided shall be deemed to be settled or abandoned. The Executive Director or designate will convene a meeting with the grievor and her Steward to review the grievance. The meeting will be held within ten (10) working days following the day of the submission of the grievance to this Step. The Executive Director or designate may request the presence of a consultant at this meeting as may the Union be assisted by a representative of C.U.P.E. The written decision of the Executive Director or designate shall be given within seven (7) working days from the date on which the grievance meeting was convened.

In the event the decision of the Executive Director or designate is not satisfactory, the Union may refer the matter to arbitration within ten (10) working days from the date of the decision under this Step. If no written request for arbitration is received within ten (10) working days from the date of the decision under this Article, the grievance shall be deemed to have been settled or abandoned.

8.05 Policy Grievance

It is agreed that a grievance arising directly between the Employer and the Union arising from the interpretation, application or alleged violation of this Agreement shall be originated under Step II above within five (5) working days after the circumstances giving rise to the grievance have occurred or originated, and the further time limits as set out in Step II shall appropriately apply. However, it is understood that the provisions of this Section may not be used with respect to the complaint or grievance directly affecting an employee or employees for which individual grievances could be filed and that the regular grievance procedure shall not be bypassed.

8.06 All agreements reached under the grievance and arbitration procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employees. All time limits referred to in the grievance procedure and arbitration procedure shall be construed as mandatory.

Notwithstanding the above, the parties may agree to waive or extend any of the time limits established in the grievance or arbitration procedures. However, any such agreement shall be in writing and acknowledged by the parties.

ARTICLE 9 – SUSPENSION AND DISCHARGE

9.01 A claim by an employee, who has completed her probationary period, that she has been unjustly placed on an unpaid disciplinary suspension or discharged, shall be treated as a special

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grievance if a written statement of such grievance is lodged at Step II of Article 8.03 of the grievance procedure within three (3) working days after the date of such suspension or discharge and the time limit set out with respect to that Step shall appropriately apply. The Employer shall confirm such discipline in writing to the employee within forty-eight (48) hours of the date on which the discipline took place.

9.02 Such special grievance may be settled under the grievance and arbitration procedures by:

- (a) Confirming the Employer's action in placing the employee on unpaid disciplinary suspension or discharging the employee;
- (b) Reinstating the employee with compensation and seniority for the time lost; or
- (c) Another arrangement which is just in the opinion of the parties or the Arbitrator or Arbitration Board, if appointed.

ARTICLE 10 - ARBITRATION

10.01 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as set forth below. If no written request for arbitration is received within ten (10) working days from the date of the receipt of the decision under Step II above, the grievance shall be deemed to have been settled or abandoned.

10.02 When either party requests that a grievance be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party and at the same time submit three (3) proposed arbitrators to act as the Sole Arbitrator ("Arbitrator"). Within fifteen (15) working days thereafter, the other party shall notify of its agreement with one of the proposed arbitrators or submit three different proposed arbitrators to act as the Arbitrator. If no agreement on the appointment of an Arbitrator can be reached, either party may make application to the Ministry of Labour for the appointment of the Arbitrator.

10.03 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance unless agreed to by the Employer and the Union.

10.04 The Arbitrator shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.05 No matter shall be dealt with in arbitration which has not been properly carried through all the previous steps of the grievance procedure unless mutually agreed upon in writing by the parties.

10.06 The written decision of the Arbitrator shall be final and binding upon the Employer, Union and the employee(s).

10.07 The parties shall jointly bear the fees and expenses of the Arbitrator.

10.08 Board of Arbitration

Notwithstanding the foregoing provisions of this Article, the Employer and the Union may mutually agree in writing to the appointment of a Board of Arbitration. The Board of Arbitration shall have

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the same jurisdiction, power and authority as has been given to the Arbitrator by the foregoing sections of this Article.

The party requesting Arbitration shall nominate a nominee to the Board of Arbitration within five (5) working days of the parties agreeing to proceed with a Board of Arbitration. Within fifteen (15) working days thereafter, the other party shall nominate a nominee and notify the other party.

The two (2) nominees so appointed shall confer immediately and attempt to select by agreement an impartial chairman for the Board of Arbitration within fifteen (15) working days from the date the other party has nominated its nominee. If they are unable to agree on such a chairman, they should then request the Minister of Labour for the Province of Ontario to appoint an impartial chairman."

ARTICLE 11 - SENIORITY

11.01 An employee shall be considered a probationary employee and shall not be subject to the seniority provisions of this Agreement, nor shall her name be added to the seniority list until after such time as she has completed six (6) calendar months worked with the Employer in the bargaining unit since her most recent date of hire. In the event of a probationary employee not having completed four hundred and sixteen (416) hours of work within the first six (6) calendar months worked with the Employer, the probationary status of the employee shall continue until the completion of four hundred and sixteen (416) hours worked with the Employer.

11.02 Seniority shall be accrued on the following basis:

- i) Full-time Employees at the rate of eighty (80) hours over a two (2) week period.
- ii) Part-time Regular, Part-time Casual Employees and Individual Support Employees who are also employed in other employment categories set out in Article 2.02 based upon hours worked to a maximum of eighty (80) hours over a two (2) week period.
- iii) Individual Support Employees who are employed solely in this category shall accrue seniority based upon hours worked to a maximum of eighty (80) hours over a two (2) week period to be used solely for the purpose of job posting (Article 12).

For the purpose of this Agreement, 2,080 hours worked equals one (1) year's seniority.

11.03 A seniority list of employees in descending order of seniority who have completed their probationary period shall be established by the Employer. Such seniority list shall be updated semi-annually. A copy shall be supplied to the local Union at the time of initial posting and subsequent updates.

11.04 Seniority shall be lost, and an employee shall be deemed to have been terminated if she:

- (a) resigns and does not withdraw her resignation in writing within twenty-four (24) hours;
- (b) is discharged and is not reinstated through the grievance or arbitration procedures;
- (c) is absent from work for three (3) consecutive days, unless a reason satisfactory to the Employer is given;
- (d) fails to report for work within five (5) days after being notified of recall from layoff by registered mail to her last address on record with the Employer;

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- (e) is laid off for a period in excess of twelve (12) months;
- (f) utilizes a leave of absence for a purpose other than that for which it was granted;
- (g) fails to report for work immediately upon the expiration of any leave of absence granted to her unless a reason satisfactory to the Employer is given;
- (h) retires;
- (i) is a Part-time Casual or a Part-time Respite Employee who has not worked for the Employer for a period of 120 calendar days as computed from the date on which she worked her last shift.

For the purposes of this Article 11.04(i), a worked day does not include staff training days or team meetings.

- 11.05 It shall be the responsibility of the employee to keep the Employer informed of her current address. If an employee fails to do this, the Employer will not be responsible for a failure of any notice to reach an employee.

ARTICLE 12 - JOB POSTING

- 12.01 When permanent job vacancies or temporary vacancies which are known in advance will exceed six (6) months in duration occur within the bargaining unit, which the Employer decides to fill, the Employer will post a notice with respect to such job on the bulletin boards or binders as set out in Article 16.02 for seven (7) working days. In addition, such jobs will be posted for seven (7) working days on the Employer's website. Interested employees must apply within the seven (7) working day posting period. It is understood the Employer may fill the job on a temporary basis. Once the Employer decides to fill the vacancy it will be posted within ten (10) working days from the date of the decision. The Employer will select from the applicants in accordance with the terms and conditions as set forth in Article 12.02. The successful applicant shall be placed in the vacant position within fifty (50) working days from the closing date of the posting. It is understood and agreed that this posting provision only applies to:
- i) The filling of the first two (2) permanent vacancies created by an employee who successfully bids for a permanent position under this Article, which the Employer decides to fill, but does not apply to any subsequent vacancies created.
 - ii) The filling of one (1) subsequent vacancy created by an employee who successfully bids for a temporary vacancy which is known in advance will exceed six (6) months, which the Employer decides to fill, but does not apply to any subsequent vacancies created.
- 12.02 If in the opinion of management, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, the skills, ability, qualifications, ability to relate to the client group and acceptability to the client and family are equal between two or more employees, seniority shall be applied as set forth in Article 11.03 with regard to promotions within the bargaining unit.
- 12.03 Notwithstanding Article 12.02, if no written applications are received by 4:30 p.m. on the seventh (7th) day of posting, or if none of the applicants have the required skills, ability, qualifications, ability to relate to the client group and acceptability to the client and family, the Employer may fill the vacancy from other sources.

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- 12.04 (a) It is understood and agreed that only employees who have completed their probationary period may bid for job postings hereunder. Notwithstanding the above, for the sole purpose of being considered by the Employer as an "other source" under Article 12.03 (should it become applicable), probationary employees may apply by submitting an application for the respective position during the relevant posting period.
- (b) If an employee successfully bids for a job hereunder, the Employer need not consider such employee for any posted job within the bargaining unit for a period of twelve (12) months.
- 12.05 Individual Support Work opportunities are not subject to this Article. However, employees who are interested in pursuing such opportunities may advise their Supervisor or her designate in writing of their interest.

12.06 Trial Period

The successful applicant for the posted temporary or permanent full-time vacancy shall be given a trial period of up to 280 hours worked or two calendar months worked, whichever comes first. If, at any time during the trial period, the Employer determines that the employee does not have the required skills, ability, qualifications, ability to relate to the client group and acceptability to the client and family, the employee shall be returned to her former position. It is also understood an employee has a right to return to her former position if she so desires within the above noted trial period. Any other employee promoted or transferred as a result of the above shall also be returned to her former position. In the case of an employee who has been returned or returns to her former position, the Employer may choose to select a candidate from among the interviewed employees for the respective vacancy, without a further posting being required.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 In the event that a reduction of the workforce is required, the Employer agrees to lay off employees in the reverse order of seniority within their job classification, providing that, in the opinion of the Employer, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, those employees who remain on the job are willing and have the best skills, ability, qualifications, ability to relate to the client group and acceptability to the client and family necessary to do the work available.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff and be placed on a recall list for a period of twelve (12) months; or
- (b) displace an employee who has the least bargaining unit seniority in the same job classification in the same program area, or if there is no employee in the same job classification in the same program area with less bargaining unit seniority, then displace the employee who is the least senior employee in a lower paying classification in the same program area if the employee originally subject to layoff has the best skills, ability, qualifications, ability to relate to the client group and acceptability to the client and family to perform all of the duties of the lower or same paying classification. Such employee so displaced shall be laid off.

The Union shall be notified as to the name of any employee who is laid off.

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- 13.02 An employee who displaces an employee in a lower paying classification will receive the salary/hourly rate paid to that classification.
- 13.03 In the event of recall, an employee shall have the opportunity of recall from layoff to her former classification, or to a lower paying classification in the same program area, in order of seniority, provided, in the opinion of the Employer, which opinion shall not be made in a manner that is arbitrary, discriminatory or in bad faith, she is willing and has the best skills, ability, qualifications, ability to relate to the client group and acceptability to the client and family necessary to do the work and to perform the duties to which she is assigned.
- 13.04 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the seventh (7th) calendar day following the date of mailing.)
- 13.05 An employee who is recalled to work from layoff shall be credited with the bargaining unit seniority she had accumulated to the date of her layoff.
- 13.06 This Article does not apply to Individual Support Employees whose individual support work contract is terminated during its term or is not renewed upon its conclusion. However, if such Individual Support Employees are interested in pursuing other individual support work contracts, they may advise their Supervisor of their interest.
- 13.07 No new employee shall be hired until those laid off have been given the opportunity of recall, subject to the provisions of Article 13.03. Notwithstanding the foregoing, should an employee refuse recall, the Employer may hire a new employee to fill the position for which the recall opportunity was available.
- 13.08 The Employer agrees that it will not contract out work normally performed by employees where such contracting out directly results in the layoff of employees.
- 13.09 Notice and Disclosure

In the event the Employer determines to permanently close a program or service that will impact the work of the bargaining unit, the Employer shall notify the Union as far as practicable in advance so that the parties can meet to discuss the same. Should the program closure be at the directive of the Ministry, the Employer will notify the Union in writing within three (3) working days of receiving such information.

ARTICLE 14 - HOURS OF WORK

- 14.01 It is hereby expressly understood and agreed that the provisions of this Article shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 14.02 **(i) Full-time Employees**
- (a) Full-time Regular Employees

As per Article 2.02, the Employer shall schedule such employees sixty-four (64) or more hours of work, averaged over a two (2) week period, and may fluctuate from week to week, as determined by the Employer.

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Notwithstanding the foregoing sentence, the Employer shall schedule Full-time Regular Employees in the Housing Support Program Area eighty (80) hours of work consisting primarily of day and evening shift hours, averaged over a two (2) week period, and may fluctuate from week to week, as determined by the Employer.

Full-time Regular Employees in Housing Support may be scheduled to work night awake shift hours on an exceptional basis as a component of their regular work week, as determined by the Employer. They may also be scheduled to work night sleep shift hours as a component of their regular work week upon mutual consent between the Employer and the respective employees.

Full-time Regular Employees in Children's Respite and Adult Respite Program Areas may be scheduled to work night awake or night sleep shift hours as a component of their regular work week, as determined by the Employer.

(b) Full-time Weekend Employees

The normally scheduled minimum hours of work for Full-time Weekend Employees shall be sixty-four (64) or more hours averaged over a two (2) week period, consisting primarily of weekend hours and may fluctuate from week to week as determined by the Employer.

Full-time Weekend Employees may be scheduled to work night awake shifts and/or night sleep shift(s) as a component of their sixty-four (64) work hours scheduled in a two (2) week period, as determined by the Employer.

Scheduled work in excess of sixty-four (64) work hours averaged over a two (2) week period may include day, evening, night awake and/or night sleep shift hours from Monday to Friday.

(c) Full-time Night Sleep Employees

The normally scheduled hours of work for Full-time Night Sleep Employees shall be sixty-four (64) or more night shift hours (consisting primarily of sleep hours) averaged over a two (2) week period and may fluctuate from week to week as determined by the Employer.

Full-time Night Sleep Employees may be scheduled to work day or evening hours and/or night awake shift hours as a component of their sixty-four (64) hours scheduled in a two (2) week period, as determined by the Employer.

Scheduled work in excess of sixty-four (64) work hours averaged over a two (2) week period may include day, evening, night awake and/or night sleep shift hours.

(d) Full-time Night Awake Employees

The normally scheduled minimum hours of work for Full-time Night Awake Employees shall be sixty-four (64) or more night shift hours (consisting primarily of awake hours) averaged over a two (2) week period and may fluctuate from week to week as determined by the Employer.

Full-time Night Awake Employees may be scheduled to work day or evening awake hours and/or one (1) night sleep shift as a component of their sixty-four (64) hours scheduled in a two (2) week period, as determined by the Employer.

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Scheduled work in excess of sixty-four (64) work hours averaged over a two (2) week period may include day, evening, night awake and/or night sleep shift hours.

(ii) Part-time Regular Employees

The normally scheduled hours of work for Part-time Regular Employees shall be less than sixty-four (64) hours averaged over a two (2) week period. Part-time Regular Employees within group living sites within the Housing Support and Respite Program Areas which operate 24 hours per day, 7 days a week, on a continuous basis, will receive an opportunity to be scheduled to work no less than thirty-two (32) hours during the same period within their Program Area. Part-time work in Housing Support or Respite Program Areas noted above may include night awake or sleep shifts.

Part-time Regular Employees within the Day Support Program Area will receive an opportunity to be scheduled to work no less than sixteen (16) hours during the two (2) week pay period within their Program Area.

With the exception of approved time off, an employee who is not available to work such scheduled hours over three (3) pay periods, shall be re-categorized to that of a Part-time Casual Employee.

As determined by the Employer, Part-time Regular Employees may have the opportunity to perform additional work in excess of sixty-four (64) hours averaged over a two (2) week period for:

- i) individual support work
- ii) temporary vacancies;
- iii) call-in, "as needed" or "short-term" work.

When performing such additional work, Part-time Regular Employees will continue to be considered a Part-time Regular Employee for the purpose of this Collective Agreement. The additional hours worked shall not be used to establish eligibility for entitlements which may be provided to Full-time Employees.

(iii) Part-time Respite Employees

Scheduled hours of work for Part-time Respite Employees in non-group living sites which do not operate 24 hours per day, 7 days a week, on a continuous basis, shall be less than sixty-four (64) hours averaged over a two (2) week period.

As determined by the Employer, Part-time Respite Employees may have the opportunity to perform additional work in excess of sixty-four (64) hours averaged over a two (2) week period for:

- i) individual support work;
- ii) temporary vacancies;
- iii) call-in, "as needed" or "short-term" work.

When performing such additional work, Part-time Respite Employees in the Adult and Children Program Areas will continue to be considered a Part-time Respite Employee for the purpose of this Collective Agreement. The additional hours worked shall not be used to establish eligibility for entitlements which may be provided to Full-time Employees.

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Part-time Respite Employees are not guaranteed the availability of work.

(iv) Part-time Casual Employees

Part-time Casual Employees, whose primary program area is not Adult Respite or Children's Respite, may be pre-scheduled to work up twenty (20) hours per pay period on a regular basis or from time to time. An employee will only be scheduled under this Article if the employee is willing to be pre-scheduled and provides her availability to the Employer.

Also, Part-time Casual Employees may be requested to work on an 'as needed', 'short term', or 'call-in' basis, as required by the Employer. Regardless of how many hours a Part-time Casual Employee works, she shall be considered a Part-time Casual Employee for the purposes of this Collective Agreement.

Part-time Casual Employees are not guaranteed the availability of work.

(v) Individual Support Employees - Family-Directed

Individual Support Employees may be requested or scheduled to work with approved Individuals on an 'as needed' or 'short-term' basis for one or more hours at any one time with or for an Individual, and may be requested or scheduled to perform such work over a period of time as determined by the Individual or her Family on her behalf.

The Individual, or her Family on her behalf, determines the Support Employee's final work schedule with as much mutual agreement with the Individual Support Employee as is possible. In the case where the Individual, or her Family on her behalf, does not wish to determine the Individual Support Employee's work schedule, the Employer will do so with as much mutual agreement with the Individual, the Family and the Individual Support Employee as is possible.

Individual Support Employees are not guaranteed the availability of work. Regardless of how many hours an Individual Support Employee works in this capacity, she shall continue to be considered an Individual Support Employee for the purposes of this Collective Agreement. The additional hours worked shall not be used to establish eligibility for entitlements which may be provided to Full-time Employees.

(vi) Individual Support Employees -- Employer-Directed

Individual Support Employees may be requested or scheduled to work with approved individuals on an "as needed" or "short-term" basis for one or more hours at any one time with or for an Individual and may be requested or scheduled to perform such work over a period of time as determined by the Employer.

The Employer determines the Support Employee's final work schedule with as much mutual agreement with the Individual and her Family as is possible.

Individual Support Employees are not guaranteed the availability of work. Regardless of how many hours an Individual Support Employee works in this capacity, she shall continue to be considered an Individual Support Employee for the purposes of this Collective Agreement. The additional hours worked shall not be used to establish eligibility for entitlements which may be provided to Full-time Employees.

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14.03 In Program Areas which operate on other than a standard Monday – Friday work week, the Employer shall endeavour to achieve and maintain the following objectives for weekend work scheduling:

- i) Full-time Regular Employees two (2) weekends off per month.
- ii) Housing Support Full-time Regular Employees, four (4) weekends off during each Housing Support six (6) week work schedule.
- iii) Full-time Night Awake and Full-time Night Sleep Employees, three (3) weekends off every six (6) week work schedule or, in Respite, two (2) weekends off every four (4) week work schedule.
- iv) Full-time Weekend Employees at least one (1) weekend off every six (6) weeks.
- v) Part-time Regular Employees at least one (1) weekend off every six (6) weeks.
- vi) As determined by the Employer, employees may be scheduled upon mutual written agreement between the Employer and the employee concerned, to have fewer weekends off than noted above. The employee may request representation from her Union Steward in connection with any agreement under this provision.
- vii) For the purposes of this Agreement and with the exception of full-time Weekend Employees, a weekend is defined as the time period between 12:01 a.m. Saturday and 11:59 p.m. Sunday, inclusive.
- viii) For the purposes of this Agreement for Full-time Weekend Employees, a weekend is defined as Friday morning to 4:00 p.m. on Monday, inclusive.

14.04 All requests to exchange shifts within a Program Area must be submitted in either written or electronic format by both employees no less than 24 hours prior to the exchange and approved by the supervisor in written or electronic format.

Notwithstanding the above, all requests to exchange shifts taking place on a weekend, Public Holiday or Paid Day may be agreed to and approved verbally with written or electronic documentation of such request being submitted to the supervisor for record purposes only. Such documentation shall be submitted on the first regular working day following the respective weekend, Public Holiday, or Paid Day.

There shall not be pyramiding of premium pay, any other premium payments or overtime paid as a result of such exchanges.

Once employees have accepted a shift exchange and it has been approved by the Supervisor, then the employees involved will be fully responsible for working the exchanged shifts.

14.05 The Employer will endeavour to achieve and maintain the following objectives for work schedules for Full-time and Part-time Employees as follows:

- i) Housing Support and Day Support:
 - a) Work schedules covering a minimum of a six (6) week period will be established two (2) weeks in advance of the starting date of the Schedule.

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ii) Adult and Children's Respite Services:

- a) Work schedules covering a minimum of a four (4) week period will be established one (1) week in advance of the starting date of the Schedule for respite work known in advance by the Employer.

14.06 Employees will not be reimbursed for any cancelled shift when more than four (4) hours' notice is given in advance of the commencement of the shift.

An employee who reports for work at the commencement of her scheduled shift, unless notified four (4) hours in advance not to do so, shall receive three (3) hours work or three (3) hours pay at her regular straight time hourly rate, as determined by the Employer, unless failure to supply work is due to an emergency or for reasons beyond the control of the Employer. Any employee so affected shall perform such work as is assigned to her in order to qualify for the three (3) hours pay.

It is the employee's responsibility to provide the Employer with the method of notification. If the employee fails to advise the Employer of the method of notification and/or is not available to accept the notification, the Employer will not be responsible for the failure of any notification to reach them and this Article shall not apply. Further, this Article does not apply to Individual Support Work.

14.07 Full-time Regular, Part-time Regular and Part-time Casual Employees will not be scheduled to work for less than three (3) hours, with the exception of being scheduled to attend mandatory in-person meetings or client medical appointments. If a mandatory in-person meeting or client medical appointment is scheduled for or takes less than two (2), the employee attending same shall be paid for two (2). This two (2) hour pay requirement shall not apply to in-person meetings that take place either immediately before or immediately after an employee's shift

14.08 Site Supervisors shall not be scheduled to work direct support hours in excess of 4% of all scheduled work hours in their assigned sites within the Housing Support and Respite Program Area(s). Further, each Site Supervisor's scheduled direct support work hours will be calculated per posted scheduling period as referenced in Article 14.05i) and ii).

It is agreed that each Site Supervisor shall not work in excess of the cap noted above in any posted scheduling period.

It is further agreed that the Union shall be provided with a summary of each Site Supervisor's direct support hours, prior to the commencement of each scheduling period.

In addition to the above, Site Supervisors may perform direct support hours:

- (a) in cases of emergency,
- (b) when call in staff are unavailable,
- (c) during the onset of significant illness of resident(s),

14.09 Call-in Protocol

This Article shall apply to scheduled shifts that are vacated due to notice provided by an employee of her inability to work any or all of her scheduled shift(s) occurring within seven (7) calendar days

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following such notice, provided the employee notifies her immediate supervisor or designate prior to the commencement of said shift as follows:

- i) A minimum of one (1) hour before the start of any shift commencing before 12:00 noon;
- ii) As soon as possible, but at least four (4) hours before the commencement of the overnight awake or sleep shift;
- iii) As soon as possible, but at least two (2) hours before the start of any other shift.

This Article does not apply to shifts that are vacated after the commencement of the said vacated shift(s).

Should the Employer determine to fill the respective shifts, provided the call-in for the shift does not result in overtime, the employer shall fill the same on a seniority basis in the following order:

- (b) Full-time Employees, who are normally scheduled to work at the designated work location(s) or on an Individual's support team(s),
- (c) Next, Part-time Regular Employees and Part-time Casual Employees, who are normally scheduled to work at the designated work location(s) or on an Individual's support team(s),
- (d) Next, other Full-time, Part-time Regular and Part-time Casual Employees within their respective Program Area, who have been orientated and approved to perform such work at the designated work location(s) or on an Individual's support team(s),
- (e) Next, Part-time Regular and Part-time Casual Employees from another Program Area, who have been orientated and approved as Casual Employees to perform such work at the designated work location(s) or on an Individual's support team(s).

It is further understood and agreed that the Employer shall only be required to follow the above protocol once for each Call-in opportunity.

The employee shall provide the Employer with a designated method of communication by which the employee will be contacted by the Employer. The Employer shall make one (1) attempt to contact the employee prior to moving to the next employee on the call-in list.

ARTICLE 15 - OVERTIME

- 15.01 Employees recognize the need for overtime and agree to co-operate with the Employer in the performance of the same.
- 15.02 It is agreed that there will be no duplication of premiums under this Agreement nor pyramiding of overtime.
- 15.03 In the event the Employer pre-authorizes and requires an employee to work in excess of forty-four (44) hours per week, such employee shall be compensated for such excess hours at one and one half (1½) times her regular straight time hourly rate for the time so worked.
- 15.04 Employees are required to remain at program sites to provide appropriate support until their replacements or employees for the next shift have arrived. Should the replacement or the

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employee for the next shift be late or unable to attend, the employee shall remain at the program site until other arrangements can be made for appropriate support for respective client(s).

- 15.05 In the event the Employer pre-authorizes and requires an employee to work in excess of forty (40) hours but less than forty-four (44) hours per week, such an employee shall be paid her regular straight time hourly rate for the time so worked.
- 15.06 Mandatory overtime is defined as the need for an employee to work immediately following the completion of a shift due to the unavailability of any other coverage. If in the event an employee is required by the Employer to work mandatory overtime, they will receive a shift premium of \$2.00 per hour for each mandatory overtime hour worked.

In cases of mandatory overtime should the employee need to make home care arrangements, the Employer will endeavour upon request and where possible, to provide coverage for up to one (1) hour (unpaid) in order for that employee to make appropriate arrangements. It is understood that the employee will not receive payment for the time taken to make the appropriate arrangements.

ARTICLE 16 – GENERAL

- 16.01 An employee may request, in writing to the Executive Director or designate, the examination of her personnel file and it shall be shown to her at a time mutually agreed upon by the Employer and the employee and in the presence of a person designated by the Employer.
- (a) An employee shall have the right to any copies of any documentation in her personnel file upon written request.
 - (b) Copies of any written disciplinary action which have been placed in an employee's personnel file shall be removed after twenty-one (21) months following the disciplinary action, provided the employee's record has been discipline free during such twenty-one (21) month period, and providing the cause of the disciplinary action does not pertain to a third party.
- 16.02 The Employer shall provide space on the bulletin board in the Administrative Office for the convenience of the Union in posting notices regarding regular meetings and educational seminars. In work locations where a bulletin board is not provided, notices of Union activity may be placed in a binder provided by the Union. All such notices must be signed by the proper officer of the Union and submitted to the Employer for approval in writing before being posted or placed in a binder. The Union may distribute such notices through the Employer's inter-office mail.
- 16.03 For the purposes of the Collective Agreement, the words "working days" shall not include Saturdays, Sundays, Public Holidays or Paid Days.
- 16.04 For the purpose of this Agreement, Program Areas are as follows:
- Housing Support
 - Day Support
 - Employment Support
 - Adult Respite
 - Children's Respite
 - Individual Support Work
- 16.05 Health and Safety

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(a) **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.

(b) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer also recognizes that the safety of its employees is of primary importance.

(c) All health and safety training provided by the Employer will be treated as time worked and employees will be paid their rate of pay as per the Collective Agreement.

The Employer agrees to provide training on the prevention of violence and harassment as soon as reasonably possible to all employees-

ARTICLE 17 - PUBLIC HOLIDAYS AND PAID DAYS

17.01 (a) For the purpose of this Agreement, the following days will be recognized as Public Holidays for bargaining unit employees provided such employees qualify under Article 17.02.

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

(b) In addition to the Public Holidays specified above, all bargaining unit employees, provided they qualify under Article 17.02, shall be entitled to the following additional Paid Days:

Easter Monday	Civic Holiday
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(c) In addition to the Public Holidays specified above, Full-time Employees shall be entitled to one (1) Floating Paid Day per calendar year. The Employer shall endeavor to grant the request of the employee's date for the Floating Paid Day. It is recognized however that the final decision concerning scheduling the float day resides with the Employer.

17.02 In order to qualify for the above-noted Public Holidays and Paid Days, the above-noted employees must meet the qualifications and requirements set out in the *Employment Standards Act, 2000*, as amended from time to time.

17.03 When an employee is scheduled to work on a Public Holiday or Paid Day and does not work, she shall not be paid for the same unless her absence was pre-approved by the Employer in writing in advance of the Public Holiday or Paid Day or unless the employee provides the Employer with a Doctor's note satisfactory to the Employer.

17.04 For the purposes of the application of Article 17, only hours worked between 12:01 a.m. and 11:59 p.m. on the Public Holiday or Paid Day shall be deemed to be worked on the same Public Holiday or Paid Day.

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- 17.05 Except as noted in 17.05 (b), where the above-noted Public Holiday or Paid Day falls on a Saturday or Sunday, the Employer shall establish an alternate day in lieu of the same and such day shall be deemed to be the Public Holiday or Paid Day.
- (a) In Program Areas which operate during a standard Monday - Friday work week, the Employer shall designate the Public Holiday or Paid Day as being either the preceding Friday or following Monday having regard for the general practices of the local community. The day so designated shall be deemed to be the Public Holiday or Paid Day.
 - (b) In Program Areas which operate on other than a standard Monday - Friday work week, the Public Holiday or Paid Day shall be the day on which it actually falls.
- 17.06 Provided they qualify under Article 17.02, employees who are required to work on a Public Holiday or Paid Day set out in Article 17.01 shall be paid as follows:
- (a) On a Public Holiday, employees shall be paid at one and one-half (1½) times their regular straight time hourly rate for all hours worked on the Public Holiday in accordance with the *Employment Standards Act, 2000*, as amended from time to time;
 - (b) On a Paid Day, Full-time Employees and Part-time Employees shall be paid their regular straight time hourly rate for all hours worked on the Paid Day, and in addition thereto shall be compensated by being paid an "average days wage".
- 17.07 Provided they qualify under Article 17.02, employees who are not required to work on a Public Holiday or Paid Day set out in Article 17.01 shall be paid as follows:
- (a) On Public Holidays, employees shall be compensated in accordance with the *Employment Standards Act, 2000*, as amended from time to time.
 - (b) On Paid Days, Full-time Employees shall be compensated by being paid an "average day's wage".
- 17.08 There shall be no pyramiding of premium pay, overtime, Public Holidays or Paid Day days. For the purposes of this Article, "the night shift premium" as set out in Schedule A-1 Note 3 is excluded.
- 17.09 For the purpose of this Article, an "average days wage" is calculated by dividing the employee's wages earned in the four (4) weeks before the week of the Paid Day (except for overtime and sick pay) by twenty (20).

ARTICLE 18- VACATION

- 18.01 Employees must submit their vacation requests in writing by 4:30 p.m. on November 15th of each year for the period from January 1st to March 31st in the following vacation year (i.e., January 1st to December 31st) and by January 31st for the vacation period from April 1st to December 31st in the current vacation year for their requests to be dealt with on the basis of seniority within the Program Site. Seniority within the Program Site shall not apply to requests submitted after the November 15th and January 31st deadlines. Such requests will be dealt with in accordance with the date they are received by the Employer and shall be confirmed or denied within three (3) weeks thereof. Although the final decision concerning the scheduling of vacation resides with the Employer, the Employer shall endeavour to grant the chosen vacation, but in no event shall more than three (3) consecutive weeks of vacation be granted for the periods June 1st through to and

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including Labour Day and December 1st through to and including January 4th. Further, if more than five (5) employees are assigned to a work site, no more than two (2) employees from that work site shall be granted vacation at any one time. Where there are five (5) or less employees assigned to a work site, no more than one (1) employee from that work site shall be granted vacation at any one time. Where employees are assigned to more than one (1) work site within a Program Area, two (2) or more employees within the Program Area may be granted vacation at any one time at the discretion of the Supervisor, and provided that adequate shift coverage can be ensured.

18.02 Notwithstanding Article 18.01, in the event the Employer decides to temporarily close a program, employees shall have the option of:

- (a) making themselves available to work at other work sites within their program area on a call-in basis, and/or
- (b) utilizing their accrued vacation time

18.03 An employee entitled to vacation must take time off and shall not be allowed to receive pay in lieu of vacation.

18.04 An employee who voluntarily leaves the employ of the Employer, shall be entitled to receive any unpaid vacation pay accrued to her date of separation unless she leaves without giving two (2) weeks notice of termination in which case she shall only be entitled to vacation pay in accordance with the *Employment Standards Act, 2000* as amended from time to time.

18.05 Unless required by law, all employees who are absent from work, other than under this Article, for a continuous period of thirty (30) calendar days shall not earn vacation hours or vacation pay during the period beyond thirty (30) days.

18.06 Vacation accrued during any one (1) calendar year must be used during the following calendar year.

Notwithstanding the above, should the employee's scheduled vacation hours be cancelled due to her absence from work on an approved sick leave, which sick leave commenced prior to the date her vacation was to have commenced and continued during the entire scheduled vacation time, the following will apply:

- (a) the cancelled vacation time will be rescheduled as noted in the first sentence of this Article.
- (b) If all or part of the vacation time cannot be rescheduled because the approved sick leave was at the end of the calendar year, the employee:
 - i) shall be paid for her accrued vacation hours; or
 - ii) if an employee has been ill for a cumulative period of five (5) calendar months or more during a calendar year, the employee may submit a written request to the Employer by December 31st of that year to carry over the balance of her accrued vacation hours to the following calendar year.
- (c) The employee must provide medical documentation satisfactory to the Employer of the illness.

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- 18.07 (a) For the purposes of this Article, compensated earnings for Full-time Employees does not include overtime, but subject to Article 18.06, does include paid sick leave, paid vacation time and other paid leaves of absences, as defined in this Collective Agreement.
- (b) For the purposes of this Article, compensated earnings for Part-time Regular Employees, Part-time Casual Employees and Individual Support Employees does not include overtime or paid vacation time, but subject to Article 18.06, does include other paid leaves of absences, as defined in this Collective Agreement.
- 18.08 All Full-time Employees, subject to Article 18.06, will accrue vacation based upon their compensated earnings, at the respective percentage stated below:

YEARS OF SERVICE Based on Anniversary Date	VACATION ACCRUAL Accrued as a Percentage of Compensated Earnings	Number Days of Vacation
< 1 year	at a rate of 4%	up to 10
> 1 year but < 5 years	at a rate of 6%	15
> 5 years but < 10 years	at a rate of 8%	20
> 10 years	at a rate of 10%	25
> 25 years	at a rate of 12%	30

- i) When a Paid Public Holiday or Paid Day occurs during an employee's vacation, the employee shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and their immediate Supervisor.
- ii) Only when an employee's vacation is interrupted due to her admission into the hospital, the employee may request her vacation hours be amended to sick leave with pay based on their available sick leave credits. In such a case, the employee shall provide documentation of the hospitalization.
- 18.09 A Part-time Employee and Individual Support Employee, subject to Article 18.06, will earn vacation pay based upon years of service and hours worked, from their most recent date of hire, whereby one (1) year of completed service is equivalent to 2080 hours worked or two (2) anniversary years, whichever comes first, as follows:

Collective Agreement
Community Living Sarnia-Lambton & Local 4370

YEARS OF SERVICE Based on Anniversary Date		VACATION PAY Accrued as a Percentage of Compensated Earnings	Number of Days of Vacation
Hours Worked	Anniversary Years		
< 2080	<2 anniversary years	at a rate of 4%	Up to 10
> 2080 < 10,400	> 2 years but < 10 years	at a rate of 6%	15
> 10,400 < 20,800	> 10 years but < 20 years	at a rate of 8%	20
> 20,800	> 20 years	at a rate of 10%	25

- i) The percentage rate at which she will accrue vacation hours in the full-time position will be adjusted to reflect her years of part-time service, as set out in Article 18.09.
 - ii) Part-time Regular Employees and Individual Support Employees will receive their accrued vacation pay on each paycheque.
- 18.10 i) Part-time Casual Employees, subject to Article 18.06, will earn 4% vacation pay based upon their compensated earnings.
- ii) Part-time Casual Employees will receive their accrued vacation pay on each pay cheque.

ARTICLE 19 - SICK LEAVE

- 19.01 Any employee returning from sick leave after an absence of five (5) days or more shall produce a medical certificate acceptable to the Employer from a qualified medical practitioner stating the length of the absence, prognosis and the fitness to return to work to perform regular or modified duties.
- 19.02 An employee absenting herself on account of illness regardless of whether she qualifies for sick leave pay under this Article, must notify her immediate Supervisor or her designate, or the on-call Supervisor, of illness as follows:
- i) a minimum of two (2) hours before the start of any shift commencing before 12:00 noon;
 - ii) as soon as possible, but at least six (6) hours before an overnight awake shift;
 - iii) as soon as possible, but at least four (4) hours before the start of any other shift.
- 19.03 Any employee, regardless of whether she qualifies for sick leave pay under this Article, upon presenting a medical certificate acceptable to the Employer from a qualified medical practitioner stating that she will be absent from work for a specific period of time shall continue to advise the Employer of her progress, medical restrictions and any revisions to her return to work date on no less than on a six (6) week basis. Such notification to the Employer shall be in the form of a medical certificate acceptable to the Employer from a qualified medical practitioner.

Collective Agreement
Community Living Sarnia-Lambton & Local 4370

19.04 Except as specified in Article 19.04vii), pay for sick leave is for the sole and only purpose of protecting Full-time Employees against loss of income when said employees are legitimately ill or injured and unable to work, and will be granted on the following basis:

Upon completion of the probationary period:

- i) Full-time Employees will accrue sick leave credits at the rate of 5.77% of their compensated earnings. The maximum accrual will not exceed the equivalent of 840 hours at an employee's regular straight time hourly rate.
- ii) For the purposes of this Article, compensated hours and compensated earnings do not include overtime but do include paid vacation time and, subject to Article 19.05, paid sick leave and other paid leaves of absences, as defined in this Collective Agreement.
- iii) Once sick leave credits have been accrued they may be used when illness or injury renders the employee unable to perform assigned duties. Sick leave credits used will be deducted from the total credits accrued.
- iv) There shall be no entitlement to use sick leave credits for sickness or accidents compensable by the Workplace Safety and Insurance Board.
- v) Full-time Employees shall claim sick leave credits at the respective hourly rate for the hours they were otherwise scheduled to work. In the event that the sick leave extends beyond the posted work schedule, the hours lost will be based on the average number of hours worked per day during the fourteen (14) weeks immediately preceding the sick leave.
- vi) Full-time Employees may be allowed to use sick leave credits during scheduled work time to attend appointments for medical or dental care when such appointments can not be scheduled during non-working hours, do not impact on the needs of the clients, families and programs, and have been pre-approved in writing by the immediate Supervisor or her designate. The employee shall endeavour to provide the Employer with at least seventy-two (72) hours notice of the said appointment(s).
- vii) An employee absenting herself on account of illness on a Paid Public Holiday or Paid Day may not be allowed to use sick time credits for the hours missed that day nor reschedule another day in lieu of the Paid Public Holiday or Paid Day.

19.05 Employees who are absent from work under this Article for any continuous period of more than thirty (30) calendar days, shall not earn sick leave credits after the first thirty (30) days of absence.

19.06 Accrued sick leave credits shall expire upon termination of employment, retirement or death. Should a Full-time Employee be transferred or assigned to a non-full-time status position, any sick leave credits accrued to the date of transfer or assignment shall be frozen as of such date and shall become available to the employee should she return to full-time status within twelve (12) months. Should such an employee not return to full-time status within twelve (12) months, the accrued sick leave credits will expire.

19.07 Employees who are transferred or assigned to a full-time position shall begin to earn sick leave credits upon commencement of work in the position.

**Collective Agreement
Community Living Sarnia-Lambton & Local 4370**

- 19.08 The net balance of accrued sick leave credits will be calculated and provided to employees two (2) times per calendar year by January 31st and July 31st.
- 19.09 The Employer agrees to cover all employees under the *Workplace Safety and Insurance Act* (WSIA).

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Union Leave

The Employer shall grant a leave of absence without pay to employees who have completed their probationary period to attend Union conventions or seminars provided that:

- (a) Not more than two (2) employees are absent from the same work location at any one time, with the second employee being at the discretion of the Employer; and
- (b) Such leave will not interfere with the efficient operations of the Employer; and
- (c) The total leave hereunder shall not exceed thirty-five (35) working days in anyone (1) year of the Agreement (April 1 – March 31, following); and
- (d) The Union gives ten (10) calendar days advance written notice of such leave to the Employer.
- (e) In addition to (c) above, the President of Local 4370 shall be granted ten (10) working days off in any one year of the Agreement (April 1 to March 31, following) without pay for local, provincial, or national union business and shall provide the Employer with as much notice as possible with a minimum of seven (7) calendar days advance written notice.
- (f) The Employer agrees to pay wage and benefits for the above Union leaves. The Employer will invoice these costs to CUPE Local 4370 for the wages and benefits and, within thirty (30) calendar days of receipt of such invoice, CUPE Local 4370 agrees to pay the invoice in full.

20.02 Pregnancy/Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with the requirements of the *Employment Standards Act, 2000*, as amended from time to time.

20.03 Educational Leave

When required by the Employer to attend seminars, conferences, workshops or courses, an employee shall be compensated at her straight time hourly rate for time up to a maximum of eight (8) hours per day. Incurred expenses will be reimbursed as determined and approved by the Employer.

When an employee, who has completed her probationary period, submits a written request to attend seminars, conferences, workshops, courses, or co-operative placements in keeping with her duties and professional responsibilities, the Employer may consider granting a leave of absence without pay on a case-by-case basis. Approvals for such requests will be non-precedent setting.

20.04 Bereavement Leave

Collective Agreement
Community Living Sarnia-Lambton & Local 4370

A Full-time Employee or Part-time Regular Employee or a Part-time Casual Employee, provided she loses work time on a scheduled working day, shall be granted bereavement leave at her regular straight time hourly rate to make arrangements for and attend the funeral as follows:

- i) up to four (4) days, in addition to the balance of lost scheduled work hours on the date of the death, following the death of a spouse, child, sibling, parent, parent-in-law, stepchild, and stepparent;
- ii) up to two (2) days, in addition to the balance of lost scheduled work hours on the day of the death, following the death of a grandparent, grandchild, or child of a sibling;
- iii) up to one (1) day, in addition to the balance of lost scheduled work hours on the day of the death, following the death of a relative not defined above;
- iv) a total of eight (8) hours per calendar year in the event of the death of a friend(s).

The above does not apply to Individual Support hours lost due to bereavement. The Employer will endeavour to have the family reschedule any lost hours.

20.05 Jury Duty

An employee who has completed her probationary period and who is required to serve as a juror in a court of law, shall be paid at her regular straight time hourly rate for lost work time from her scheduled hours of work which otherwise could not be rescheduled. This payment shall only be made provided such employee notifies her immediate Supervisor or designate immediately upon notification that she will be required to serve, presents proof of service and promptly pays the Employer any monies received for such service.

It is understood and agreed that such employee must report for work on her scheduled days of work when she is excused as a juror. Further, if the time required for jury duty on any one (1) day is three (3) hours or less, the employee must report for work.

20.06 Except as required by law, employees who are absent from work for any continuous period of thirty (30) calendar days, other than a period of vacation leave, shall not earn vacation or sick leave credits during the period of any such absence.

20.07 Except as noted above, an employee shall not be eligible to receive payments under this Article for any period in which they are receiving payment in the form of Vacation Pay, Public Holidays, Paid Days, Sick Leave, or payments under the *Workplace Safety and Insurance Act*. Should an employee qualify for bereavement leave under Article 20.04i) and ii), the employee's vacation shall be reinstated.

ARTICLE 21 - WAGES/REIMBURSEMENTS

21.01 The Employer agrees to pay, and the Union agrees to accept for the term of this Agreement, the wages as set forth on Schedule(s) A-1 and A-2 attached hereto and forming part of this Agreement.

21.02 Kilometrage:

In the event an employee is pre-authorized and required by her immediate Supervisor or designate to use her own automobile for the Employer's official business, the Employer shall pay an allowance as follows:

Collective Agreement
Community Living Sarnia-Lambton & Local 4370

Effective date of ratification, fifty (50) cents per kilometre.

Effective April 1, 2024, fifty-three (53) cents per kilometre.

Such allowance shall be paid upon receipt of a travel expense claim form approved by the Employer. An employee shall provide proof to the Employer that she has a valid driver's license. The employee shall ensure that the vehicle she is driving has appropriate liability insurance coverage and the cost for same shall be borne by the employee. The above information must be updated at least annually, no later than April 1st.

- 21.03 Costs incurred by employees while engaged in authorized Employer business for parking, toll charges, public transportation or taxis will be reimbursed at actual cost upon receipt of receipts acceptable to the Employer.

Costs incurred by employees while engaged in authorized Employer business for the cleaning of their personal vehicle necessitated through soiling or vomiting by Association clients while in transport must be pre-approved by the Employer.

Full-time Employee Employment Insurance premium reduction share will be retained by the Employer to offset these costs. The Employer will not be responsible for the payment of any fines or motor vehicle violations.

- 21.04 Unless otherwise determined by the Employer, the Employer shall reimburse an employee for meal costs incurred while providing services for clients, provided the activity has been pre-approved by the Employer, at the following rates which are inclusive of applicable tax and gratuities:

- i) Breakfast - up to \$12.00
- ii) Lunch - up to \$16.00
- iii) Supper - up to \$25.00

The employee must submit receipts acceptable to the Employer before she will be reimbursed.

- 21.05 As determined by the Employer, arrangements will be made for the inoculation and/or immunization of an employee who is required to work with a client with a contagious communicable disease for which the Employer has medical confirmation.

- 21.06 An employee who is required to wear safety boots as a condition of employment will receive reimbursement for the purchase of same to a maximum of one hundred (\$100) dollars every two (2) years, upon submission of receipts acceptable to the Employer.

- 21.07 It is agreed and understood that Article 14 and Article 15 do not apply to an employee accompanying a client(s) on vacation trips. Instead, the hours of work for employees accompanying clients on vacation trips shall be determined by the Employer, in order to meet the needs of the clients.

While accompanying client(s) on vacation trips, employees shall be compensated as follows:

- i) For the first twenty-four (24) hour period of the vacation trip employees shall be paid for eight (8) hours at their regular straight time hourly rate and sixteen (16) hours at the minimum wage rate required under the *Employment Standards Act, 2000*, as amended from time to time.

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Community Living Sarnia-Lambton & Local 4370

- ii) For the second twenty four (24) hour period of the vacation trip, employees shall be paid for eight (8) hours at their regular straight time hourly rate and sixteen (16) hours at the minimum wage rate under the *Employment Standard Act, 2000*, of which four (4) hours will be at one and one half (1 ½) times the minimum wage rate required under the *Employment Standards Act, 2000*, as amended from time to time.
- iii) For the remainder of the vacation trip, employees shall be paid for each twenty-four (24) hour period of the vacation trip at one and one half (1 ½) times the minimum wage rate required under the *Employment Standards Act, 2000*, as amended from time to time.

It is agreed and understood that this Article does not apply to out-of-home overnight Respite (family relief) stays within Lambton County.

21.08 i) Employees must submit their requests for expense reimbursement to their supervisor no later than two (2) calendar months following the month in which the respective expenses were incurred. Expense reimbursements not submitted within the above noted time frame will not be paid. Exceptions may be made in the event the employee provides an explanation of extraordinary circumstances satisfactory to the Employer.

- ii) (a) Employees are responsible for approving their time-card by 9:00 am on the Tuesday immediately following the end of the respective pay period(s). Payment adjustments for inaccurate time-cards not communicated to the Employer by employees by 9:00 am on the Tuesday immediately following a respective pay period shall be included in the following pay period.

(b) Notwithstanding Article 21.08ii)(a), and until advised otherwise, Independent Support Employees - Family Directed must submit their time-sheets in person, by fax, or electronically to their supervisor or designate by 9:00 am on the Tuesday immediately following the end of the respective pay period(s). Payment for time-sheets submitted after 9:00 am on the Tuesday immediately following a respective pay period and payment adjustments for inaccurate time-sheets shall be included in the following pay period.

- iii) Notwithstanding the above, the Employer reserves the right to adjust the date of submission of timesheets to accommodate Christmas Day, New Year's Holidays Day, and Canada Day.

A notice of change in submission of timesheets shall be posted in AIMS, in all work locations on bulletin boards or in binders, or on the Agency website, or sent via the Employer's email or and in with employee paystubs or provided via other digital platform by December 1 (for Christmas Day and New Year's Day) and June 1 (for Canada Day) of each year.

ARTICLE 22- BENEFITS

22.01 The terms and conditions of the Master Plans and Policies with respect to the Benefit Plans referred to below in this Article shall govern as to their administration, application and eligibility for payment of benefits.

22.02 The Employer shall pay one hundred percent (100%) of the billed premium cost for eligible Full-time Employees (those employees working an average of sixty-four (64) or more hours over a two (2) week period) who have completed their probationary period for the Employer's Health Care Provider's Policy, to provide:

**Collective Agreement
Community Living Sarnia-Lambton & Local 4370**

- i) Drug Plan – up to \$10.00 dispensing fee:
- ii) Basic Dental Plan – nine (9) month recall;
- iii) Long Term Disability Insurance – to commence on the 90th consecutive day of disability for up to a maximum of fifteen (15) years for claims arising after March 26, 2015, but in any event will not extend beyond the insured person's 65th birthday. For claims arising on or prior to March 26, 2015 and after June 28, 2007, coverage to commence on the 90th consecutive day of disability for up to a maximum of ten (10) years, but in any event will not extend beyond the insured person's 65th birthday.
- iv) Vision Care – \$275 eye glass coverage and \$100 eye exam coverage every 24 months.

22.03 The Employer shall have the right to change the carrier(s) of the above-noted Benefit Plans.

22.04 Part-time Regular, Part-time Casual, and Individual Support Employees are not eligible to participate in the Benefit Plans noted above. Such employees, upon completion of their probationary period, shall receive seven and eight-tenths percent (7.8%) of their straight time hourly and/or sleep rates in lieu of these benefits. This amount is an add-on payment in lieu of the above-noted benefits and shall not be included for the purpose of computing any premium or overtime payments. This payment shall be included on each paycheck.

On April 1, 2024, this in lieu amount will increase to eight percent (8%).

On April 1, 2025, this in lieu amount will increase to eight and one-quarter percent (8.25%).

22.05 Multi-Sector Pension Plan (MSPP)

In this Article 22.05, the terms listed below shall mean as follows:

- 1. (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the regular straight time hourly rate for all hours worked and in addition:
 - Public Holiday pay, and
 - Vacation pay, and
 - Paid leaves of absence as defined in the Collective Agreement which are granted by the Employer.
 - Sick leave pay when paid directly by the Employer.

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

"Eligible Employee" means:

- i. a full-time employee who has worked six months and 1040 hours of continuous full-time employment with the Employer from her most recent date of hire; and
- ii. a part-time, individual support, or casual employee, who has worked 700 hours and has completed her probationary period, since her most recent date of hire.

Collective Agreement
Community Living Sarnia-Lambton & Local 4370

2. Each Eligible Employee who becomes a Participant in the Plan ("Participant(s)") shall contribute from each pay an amount equal to two and three-quarters percent (2.75%) of the Applicable Wages to the Plan. The Employer shall contribute from each pay, on behalf of each Participant, an amount equal to three and one-half percent (3.5%) of Applicable Wages to the Plan. Effective April 1, 2025, amend the Participant's contribution from two and three-quarters percent to three percent (3%) and the Employer's contribution from three and one-half percent to three and three-quarters percent (3.75%).
3. The Participant and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
4. The Employer agrees to use its best efforts to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) with respect to all Participants covered under the Collective Agreement which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. For further specificity, the information currently required under the Pension Benefits Act for each Participant is as follows:
 - (a) To Be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Gender
 - (b) To Be Provided with Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
 - (c) To Be Provided with Each Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
5. The Employer has entered into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A and which is incorporated by reference into this Collective Agreement and is binding upon the Employer, the Union and the Trustees of the Plan. The Union specifically acknowledges and agrees that the provisions of the Participation Agreement, including the limitations on the Employer's obligations and liabilities as described and set out in the Participation Agreement, are applicable and enforceable through the grievance and arbitration procedure. The contribution rates shall be as set out in Article 22.05 of the Collective Agreement.

ARTICLE 23 – DURATION

23.01 This Agreement shall continue in effect until March 31, 2026, and shall continue automatically for

this day of , 2023.

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Schedule A.1 / April 1, 2023

Wage Grid		Wage Grid Levels							
CLASSIFICATIONS	Job Level	1	2	3	4	5	6	7	8
Vocational Instructor	7	24.25	24.83	25.13	25.42	25.69	25.99	26.57	27.17
Primary Support Counsellor									
Employment Support Counsellor									
Life Skills Support Counsellor									
Assistant Support Counsellor	6	22.94	23.47	23.73	24.02	24.28	24.54	25.08	25.60
Night Awake Counsellor									
Night Sleep Counsellor (when awake)									
Respite Support Counsellor									
Weekend Support Counsellor									
Casual Support Counsellor	3	20.87	21.31	21.53	21.77	21.99	22.22	22.65	23.13
Individual Support Employee (ISE)- Employer Directed									
Shop Helper	2	20.07	20.47	20.68	20.89	21.11	21.30	21.72	22.15
Industrial Sewer									

Schedule A.1 / April 1, 2024

Wage Grid		Wage Grid Levels							
CLASSIFICATIONS	Job Level	1	2	3	4	5	6	7	8
Vocational Instructor	7	24.80	25.38	25.68	25.97	26.24	26.54	27.12	27.72
Primary Support Counsellor									
Employment Support Counsellor									
Life Skills Support Counsellor									
Assistant Support Counsellor	6	23.49	24.02	24.28	24.57	24.83	25.09	25.63	26.15
Night Awake Counsellor									
Night Sleep Counsellor (when awake)									
Respite Support Counsellor									
Weekend Support Counsellor									
Casual Support Counsellor	3	21.42	21.86	22.08	22.32	22.54	22.77	23.20	23.68
Individual Support Employee (ISE)- Employer Directed									
Shop Helper	2	20.62	21.02	21.23	21.44	21.66	21.85	19.27	22.70
Industrial Sewer									

Schedule A.1 / April 1, 2025

Wage Grid		Wage Grid Levels							
CLASSIFICATIONS	Job Level	1	2	3	4	5	6	7	8
Vocational Instructor Primary Support Counsellor Employment Support Counsellor Life Skills Support Counsellor	7	25.35	25.93	26.23	26.52	26.79	27.09	27.67	28.27
Assistant Support Counsellor Night Awake Counsellor Night Sleep Counsellor (when awake) Respite Support Counsellor Weekend Support Counsellor Casual Support Counsellor	6	24.04	24.57	24.83	25.12	25.38	25.64	26.18	26.70
Individual Support Employee (ISE)- Employer Directed Shop Helper	3	21.97	22.41	22.63	22.87	23.09	23.32	23.75	24.23
Industrial Sewer	2	21.17	21.57	21.78	21.99	22.21	22.40	22.82	23.25

Note 1: An employee in any one of the Classifications listed in Schedule A.1, who is scheduled to work the Night Sleep shift, shall be paid the Night Sleep Rate during such shift. If, due to program needs of clients, such employee working the scheduled night sleep shifts required to be awake, she shall be paid her regular straight time hourly rate for those awake hours worked.

The Night Sleep Rate shall be paid;

The rate of \$19.05 effective April 1, 2023

The rate of \$19.60 effective April 1, 2024

The rate of \$20.15 effective April 1, 2025

Note 2: An employee who works between the hours of 11:00 pm and 8:00 am shall be paid a night shift premium of 5% of her regular straight time hourly rate for such hours that she is required to be awake.

Schedule A.2

Individual Support Employees – Family Directed shall be paid;

The rate of \$22.14 effective April 1, 2023

The rate of \$22.69 effective April 1, 2024

The rate of \$23.24 effective April 1, 2025

Notes to Schedule A-1

(a) Newly hired employees shall be placed in the Classification on Schedule 'A-1', as appropriate,

at the Entry Level.

- (b) Employees shall advance to the next and succeeding Grid Level(s) in their Classification upon the completion of 2080 compensated hours or two (2) years worked, whichever occurs first, at each Grid Level. For the purposes of Schedule A-1, compensated hours does not include overtime but does include paid sick leave, paid vacation time, and other paid leaves of absences as defined in this Collective Agreement.
- (c)
 - i) An employee who is promoted to a higher paid Classification shall be placed at the Grid Level which represents an increase to the next higher straight time hourly rate from the employee's straight time hourly rate immediately prior to the promotion.
 - ii) The date the employee is promoted to a higher paid Classification shall become her new Job Date within the higher paid Classification for the purposes of the advancement to the next and succeeding Grid Level(s).
 - iii) An employee shall advance to the next and succeeding Grid Level(s) in the new higher paid classification upon the completion of 2080 compensated hours or two (2) years worked, whichever occurs first, at each Grid Level.
- (d)
 - i) An employee who is transferred or assigned to a lower paid Classification shall be placed at the same Grid Level in the lower paid Classification as she was in prior to the transfer or assignment.
 - ii) Such employee shall advance to the next level and succeeding Grid Level(s) within the lower paid Classification upon the completion of 2080 compensated hours or two (2) years, whichever occurs first, at each Grid Level.
- (e) An employee who is temporarily assigned to perform all the duties and responsibilities of a higher paid Classification for a period of a minimum of three (3) months shall be placed at the Grid Level which represents an increase from the employee's straight time hourly rate immediately prior to the promotion. Hours worked in a temporary assignment shall be credited as if the employee remained in her previous Classification.
- (f) An employee who is temporarily transferred or assigned to a lower paid Classification shall be placed at the same Grid Level in the lower paid Classification as she was in prior to the temporary transfer or assignment. Such employees shall be paid at that Grid Level for the term of the temporary transfer or assignment. Hours worked in a temporary assignment shall be credited as if the employee remained in her previous Classification.
- (g) It is understood and agreed that if the employee's Grid Level adjustment date does not coincide with the start of a pay period, the Grid Level adjustment shall commence on the first day of the following pay period.

Letters of Understanding

LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(herein referred to as the "Union")

Re: Smoke Free Environment

The Employer and the Union mutually recognize the conflict that exists between the Employer's requirement to provide a smoke free environment for its employees, and the right of Individuals to be able to smoke in their own homes.

Therefore, as a condition of providing support to future Housing Support applicants, the Employer will ensure that those persons accepted to receive its Housing Support services will either be non-smokers or, if they smoke:

- 1) that the person(s) agrees to not smoke inside any residence owned or rented by the Employer, or,
- 2) the Employer will provide an area outside of the residence where it is safe to smoke, or,
- 3) that the person(s) agrees to not smoke inside a residence shared with another person(s) supported by the Employer, or,
- 4) that if a person lives on one's own, the person agrees not to smoke in the presence of employees.

SIGNED at Sarnia, Ontario, this _____ day of _____, 2023.

FOR THE EMPLOYER:

DocuSigned by:
Corry Thomas
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DocuSigned by:
Denisa Udoasta
1F062A055ED0470...

DocuSigned by:
Becky Boersma
3A639C7A2161434...

DocuSigned by:
Kristy Bodkin
99460A7AE07143B...

DocuSigned by:
Beth George-Watson
3E7551D6915F413...

DocuSigned by:
[Signature]
EA87E7A06C7A4F0...

FOR THE UNION:

DocuSigned by:
[Signature]
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DocuSigned by:
[Signature]
54FFED0C82F1480...

DocuSigned by:
Mary Cooper
ACDC72A570F5498...

DocuSigned by:
Kristy Robyn
CF8BA1C9FD35475...

DocuSigned by:
[Signature]
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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(herein referred to as the "Union")

Re: Insurance Coverage

The Employer agrees to continue to maintain the insurance coverage in place on the Date of Ratification for non-owned automobile coverage, which extends third party liability coverage up to \$10 million dollars while driving when pre-authorized and required by her immediate supervisor or designate to use her own automobile for the Employer's official business. The terms and conditions of the Master Plan and Policy with respect to this insurance shall govern as to its administration application and eligibility for payment under the terms of the Policy.

SIGNED at Sarnia, Ontario, this _____ day of _____, 2023.

FOR THE EMPLOYER:

DocuSigned by:
Corry Thomas
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DocuSigned by:
Denisa Chulasta
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DocuSigned by:
Becky Boersma
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DocuSigned by:
Kristy Bodkin
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DocuSigned by:
Beth George-Watson
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FOR THE UNION:

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DocuSigned by:
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B4FFED0C82F148C...

DocuSigned by:
Mary Cooper
ACDC72A570F5498...

DocuSigned by:
Kristy Robyn
CF8BA1C9FD35475...

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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(Herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

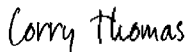
(Herein referred to as the "Union")

Re: Violence in the Workplace

The Employer agrees, in conjunction with the Labour/Management Committee, to review and update annually, the Violence in the Workplace Policy, based upon recommendations from the Labour/Management Committee.

SIGNED at Sarnia, Ontario, this _____ day of _____, 2023.

FOR THE EMPLOYER:

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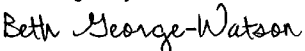
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FOR THE UNION:

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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(Herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(Herein referred to as the "Union")

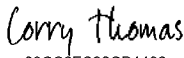
Re: Qualifications

Should the job qualifications for a job classification(s) change, an employee holding such classification(s) on the Date of Ratification will be deemed qualified in such classification(s), unless otherwise required by the Ministry of Children, Community and Social Services (MCCSS), directives, regulations or legislation.

Those qualifications for which the employee has been deemed qualified will be transferable to any other position in that Job Classification, or in a lower Job Classification, within the bargaining unit which requires those qualifications, unless otherwise by MCCSS, directives, regulations or legislation.

SIGNED at Sarnia, Ontario, this _____ day of _____, 2023.

FOR THE EMPLOYER:

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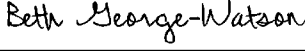
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FOR THE UNION:

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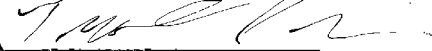
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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(herein referred to as the "Union")

Re: Joint Advocacy

The Employer and Union agree to advocate 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. The parties further agree that a well-supported infrastructure in community agencies will assist with issues such as staff recruitment, retention and would also support equal access across the province, in the sector.

SIGNED at Sarnia, Ontario, this _____ day of _____, 2023.

FOR THE EMPLOYER:

DocuSigned by:
Corry Thomas
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DocuSigned by:
Denisa Chulasta
1F082A055ED0479...

DocuSigned by:
Becky Boersma
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DocuSigned by:
Kristy Bodkin
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Beth George-Watson
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FOR THE UNION:

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Mary Cooper
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Kristy Robyn
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LETTER OF UNDERSTANDING

Between: Community Living Sarnia-Lambton
(Herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370
(Herein referred to as the "Union")

RE: Additional Funding

In the event the Ministry of Children, Community and Social Services (MCCSS) allocates targeted wage funding enhancements to the Employer and the Employer receives such enhancements for bargaining unit employees for the fiscal year 2023/2024,, which is in excess of the already negotiated wage and/or benefits/RRSP/MSPP increases of the settlement cost committed to by the Employer for the above-noted Collective Agreement, the Employer shall:

1. Notify the Union,
2. Provide the Union with full disclosure regarding such targeted funding, and
3. Negotiate with the Union Negotiating Committee regarding the method of allocation of the excess funding enhancements which exceed settlement costs applicable to bargaining unit employees. It is understood and agreed that any distribution made to bargaining unit employees from such an enhancement received from MCCSS will be made in accordance with the directives and guidelines under which it is received by the Employer.

In the event the Ministry Children, of Community and Social Services (MCCSS) allocates targeted wage funding enhancements to the Employer and the Employer receives such enhancements for bargaining unit employees for the fiscal years 2024/2025 and/or 2025/2026, which funding is in excess of the already negotiated settlement costs committed to by the Employer for the 2024/2025 and/or 2025/2026 fiscal years, the Employer shall:

1. Notify the Union,
2. Provide the Union with full disclosure regarding such targeted funding, and
3. Negotiate with the Union Negotiating Committee regarding the method of allocation of the excess funding enhancements which exceed settlement costs applicable to bargaining unit employees. It is understood and agreed that any distribution made to bargaining unit employees from such an enhancement received from MCCSS will be made in accordance with the directives and guidelines under which it is received by the Employer.

SIGNED at Sarnia, Ontario, this _____ day of _____, 2023.

FOR THE EMPLOYER:

DocuSigned by: Corry Thomas
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DocuSigned by: Denisa Upolasta
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FOR THE UNION:

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DocuSigned by: Mary Cooper
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DocuSigned by: Kristy Robyn
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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(Herein referred to as the "Employer")

and -

Canadian Union Public Employees and its Local 4370

(Herein referred to as the "Union")

Re: Non-Bargaining Unit Secondments

The Parties agree that, on a trial basis for the life of the Collective Agreement, in the event that an employee covered by this Agreement should be temporarily promoted or transferred to a position beyond the scope of this Agreement and later returns to a bargaining unit position within six (6) months of the promotion or transfer, the employee shall retain the seniority previously acquired in the bargaining unit. The Employee shall not accrue any bargaining unit seniority while on assignment outside of the bargaining unit.

The Employer agrees that Employees temporarily promoted or transferred in accordance with this letter will not be involved in any disciplinary, promotion or accommodation decisions involving Bargaining unit Employees.

The parties agree that no Bargaining unit Employees will be entitled to exercise the rights contained in the Letter more than three times during the life of this collective agreement unless mutually agreed by the Union.

SIGNED at Sarnia, Ontario, this _____ day of _____ October _____, 2023.

FOR THE EMPLOYER:

DocuSigned by:

Corry Thomas

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DocuSigned by:

Denisa Chelasta

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DocuSigned by:

Betty Boersma

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Kristy Bodkin

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Beth George-Watson

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FOR THE UNION:

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Mary Cooper

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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(Herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(Herein referred to as the "Union")

Re: Shift Giveaways

The Parties agree that, on a trial basis for the life of the Collective Agreement, all Full-time employees will be permitted to giveaway six (6) shifts per calendar year and Part-time employees will be permitted to giveaway three (3) shifts per calendar year. It is understood that the employee giving away a shift will be responsible for finding a qualified replacement employee within the Program Area for the giveaway shift.

All requests to giveaway shifts and accept such shifts within a Program Area must be submitted in either written or electronic format by both employees no less than seven (7) days prior to the shift giveaway and approved by the supervisor in written or electronic format.

There shall not be pyramiding of premium pay, any other premium payments or overtime paid as a result of such exchanges. Employees accepting a giveaway shift are responsible for ensuring that this acceptance will not result in overtime as per Article 15.

Once employees have accepted a giveaway shift and it has been approved by the Supervisor, then the employee involved in accepting the shift will be fully responsible for working the giveaway shift.

SIGNED at Sarnia, Ontario, this _____ day of _____ October _____, 2023.

FOR THE EMPLOYER:

DocuSigned by:
Corry Thomas

DocuSigned by:
Denisa Chlosta

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Becky Boersma

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Kristy Bodkin

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Beth George-Watson

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FOR THE UNION:

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Mary Cooper

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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(Herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(Herein referred to as the "Union")

Re: Inclement Weather

The Parties agree that if an employee is prevented from travelling to the workplace to work the employee's shift due to inclement weather, then the employee may utilize a vacation day from the employee's vacation bank to cover the shift lost due to inclement weather. However, the employee must make best efforts to cooperate with the Employer in finding solutions to travel to the workplace in order to work the shift.

SIGNED at Sarnia, Ontario, this _____ day of October, 2023.

FOR THE EMPLOYER:

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Lorry Thomas
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Denisa Cholasta
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Becky Boersma
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Kristy Bodkin
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Beth George-Watson
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FOR THE UNION:

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DocuSigned by:
Mary Cooper
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DocuSigned by:
Kristy Robyn
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LETTER OF UNDERSTANDING

Between:

Community Living Sarnia-Lambton

(Herein referred to as the "Employer")

- and -

Canadian Union Public Employees and its Local 4370

(Herein referred to as the "Union")

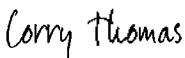
Re: Diversity, Equity, and Inclusion Policy

Employer agrees to develop and implement a policy regarding diversity, equity, and inclusion within nine (9) months of ratification of this Agreement.

The policy will include training for both Employees and Managers.

SIGNED at Sarnia, Ontario, this _____ day of _____ October _____, 2023.

FOR THE EMPLOYER:

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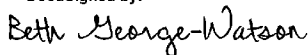
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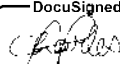
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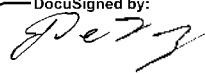
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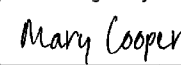
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