

COLLECTIVE AGREEMENT

BETWEEN:

COMMUNITY LIVING WINDSOR

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2345

Term: April 1, 2020

to

March 31, 2022

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THIS AGREEMENT ENTERED INTO AS OF APRIL 1, 2020

BETWEEN

COMMUNITY LIVING WINDSOR
(Hereinafter called the Employer)

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 2345
(Hereinafter called the Union)

ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to improve relations between the Employer and the Union and to provide settled and just conditions of employment;
 - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to work conditions, employment, service, etc.;
 - (c) to encourage efficiency in operation;
 - (d) to promote the morale, well-being and security of all employees in the bargaining unit.

ARTICLE 2 - SCOPE

- 2.01 (a) The employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Community Living Windsor, at Windsor, Ontario, save and except teaching supervisors, support location supervisors, janitorial supervisor, supervisors, managers and superintendents, office administrator; those above the rank of teaching supervisor, support location supervisor, janitorial supervisor, supervisor, manager and superintendent, office administrator; private secretary to the Executive Director, Administrative Assistant, Accountant; people supported employed in a vocational training program, person employed on temporary projects financed in whole or in part by Government funding; and students employed during the school vacation period.
- (b) The Community Living Windsor shall advise the Union President of the names of persons hired to staff temporary projects and shall provide particulars of the length and nature of the project, prior to the commencement of the project.
- 2.01 (c) Definitions
1. A full-time employee shall work a minimum of forty (40) hours per week of regularly scheduled work.
 2. A part-time employee shall work less than forty (40) hours per week of regularly scheduled work.
 3. A substitute employee is employed to cover absences due to sickness, vacation, holidays, special leave or any other approved leave, or to fill temporary vacancies.
 4. A probationary employee is a newly hired full-time employee who is on probation for the first seventy (70) working days of his/her employment within any six (6) month period. A newly hired part-time and substitute employee shall be on probation for the first 320 hours worked within any nine (9) month period.
 5. A temporary vacancy is a bargaining unit position that is temporarily vacant for more than eight (8) weeks but not for more than six (6) months unless the vacancy is the result of pregnancy, parental leave or other approved leave of absence, illness or injury or temporary assignment to a supervisory position.

6. In this Agreement, the term “spouse” shall mean persons (including those in same sex spousal relationships) who are:
 - (i) married to each other; or
 - (ii) who have cohabited for a period of not less than six (6) months in a conjugal relationship; or
 - (iii) in a relationship of some permanence if they are the natural or adoptive parents of a child.

- 2.02 (a) Unless otherwise expressly specified, the term “employee” or “employees” in this Agreement shall mean only those employees of the Employer covered by the provisions of this Agreement as defined in Article 2.01
- (b) Unless otherwise expressly specified, the terms of this Agreement shall apply to all full-time, part-time and substitute employees as defined in sub-article 2.01.

- 2.03 No seniority employee will be laid off, transferred or suffer a reduction in hours as a result of the hiring of grant workers.

- 2.04 Those persons hired by the Employer under any Government project shall be paid wages and benefits which are determined by the project or the Employer. No employees of the bargaining unit shall be laid off or suffer a reduction in regularly scheduled hours of work as a direct result of the employment of employees hired under any Government project.

ARTICLE 3 - MANAGEMENT’S RIGHTS

- 3.01 The Union acknowledges that the management, control and supervision of the Employer’s operations and services and the direction of its working force are vested solely and exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
 - (a) Maintain order, discipline and efficiency;
 - (b) Hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline the employees provided that a claim by an employee who has completed his/her probationary period that he/she has been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure hereinafter provided;
 - (c) Determine in the interests of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
 - (d) Determine the number of personnel required, services to be performed, and the methods procedures and equipment to be used in connection therewith;
 - (e) Make and enforce and alter from time to time rules, regulations and procedures to be observed by all employees. Prior to the implementation an Employer representative or representatives will meet with the Chief Steward or his/her designate to advise the Chief Steward of any new or altered rules, regulations or procedures, and to receive and give consideration to any comments from the Chief Steward. Any news or altered rules or regulations shall be posted at least five (5) calendar days before they come into effect.

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

ARTICLE 4 - NO DISCRIMINATION OR COERCION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, restrictions or coercions exercised or practiced by either party hereto or by any representative of either party with respect to any employee because of his/her membership or non-membership in the Union or because an employee holds a position with the Union.
- 4.02 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code.
- 4.03 The parties agree that the definitions referable to Workplace Harassment and Workplace Violence are those contained in the Occupational Health and Safety Act as follows:

<https://www.ontario.ca/laws/statute/90o01>

The Employers Workplace Harassment and Workplace Violence policies are located on the employer's website as follows:

The searchable area: <https://www.clwindsor.org/resources/>

Link to Workplace Violence Prevention and Protection Policy and Procedures:

<https://www.clwindsor.org/wp-content/uploads/2018workplaceviolencepreventionandprotectionpolicy.pdf>

Workplace Harassment Policy and Procedures: <https://www.clwindsor.org/wp-content/uploads/2018workplaceharassmentpolicy.pdf>

Any complaint of harassment may be grieved at Step 3 in Article 9 of the Collective Agreement. Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the complaint shall automatically be sent forward to the next step or in the appropriate circumstance to the Personnel Committee of the Board of Directors.

A complaint of this nature shall be promptly investigated and appropriate action taken. Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

At no time during or after a sexual harassment grievance shall the grievor be removed from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

ARTICLE 5 - RELATIONSHIP

- 5.01 It is agreed that all employees shall maintain their union membership in good standing according to the Constitution and By-laws of the Union, as a condition of employment.
- 5.02 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designated representative and the President of the Union.
- 5.03 (a) The Employer agrees to acquaint employees at the time of their hiring with the fact that a Union Agreement is in effect, and bring to their attention the provisions of Article 5.01 and Article 6.01 of this Agreement. On the commencement of employment of a new employee, the Employer shall advise the new employee of the names and locations of the Union Stewards. The employer agrees to supply to the Union the names and addresses of all new employees within seven (7) calendar days of commencement of work.
- (b) An official of the Union shall be given an opportunity to interview each new employee within seventy (70) days of work after commencement of employment (within the employee's probationary period as defined in Article 15.02(a) in the case of part-time and substitute employees), for the purpose of acquainting the new employee with the benefits and duties of Union membership, and his/her responsibilities and obligations to the Employer and the Union. The Employer and the Union shall mutually agree on the time and place for such interview on the Employer's premises and during regular working hours without loss of pay for a maximum of fifteen (15) minutes in duration. If, after notification to the Union and the new employee of the time and place, the new employee does not attend the interview, the Employer shall not be required to schedule a further interview for the employee.
- (c) At the same time as the Employer gives to the President of the Union a copy of the seniority list as required under Article 15.04, the Employer shall also give to the President an up-to-date list of all Union members, names, addresses and telephone numbers.
- (d) The Employer will give notice in writing to the Union of all terminations, resignations, retirements and permanent transfers between programs for full and part-time employees within seven (7) calendar days of the occurrence of same. The Employer will give notice in writing to the Union of all changes of address of employees within seven (7) calendar days of receipt of same.
- 5.04 The Union agrees that there will be no union activity on the Employer's premises during working hours except as is expressly provided herein, and no Union meetings will be held on the Employer's premises, except with the express prior permission of the Executive Director or his/her designated representative. It is understood that for the purpose of this Article, lunch hours and coffee breaks shall not be considered working hours.
- 5.05 An employee shall have the right at reasonable intervals outside employee's working hours to have access to and review his/her personnel file at a time reasonably convenient to the Executive Director or his/her designated appointee for this purpose, and after arranging an appointment at the central business office of the Employer. The employee shall have the right to respond in writing to any document contained in his/her personnel file by delivering such response to his/her immediate supervisor. The Employer shall ensure that it is included in the employee's personnel file, and it shall be maintained therein so long as the document to which it relates is maintained in the file. Should an employee request the removal of non-disciplinary letters/e-

mails from his/her file, the Employer shall remove such letters/e-mails provided it is more than nine (9) months from the date of issue. In any event, non-disciplinary letters/e-mails shall not be used by the Employer more than nine (9) months after the date of issue.

5.06 Employees shall direct concerns regarding needs of people supported to their particular Support Manager who shall discuss such concerns. If the concerns are not addressed satisfactorily, then such concerns may be directed through the President of the Local, to the Executive Director.

5.07 Workload

The Employer recognizes that workload problems may interfere with the quality of services we provide to the individuals we support. The parties are committed to addressing workload issues through the Labour Management Committee.

ARTICLE 6 - CHECK-OFF

6.01 (a) The Employer shall deduct from each pay from all employees within the bargaining unit, including probationary employees, as a condition of their continued employment, an amount equal to the Local 2345 dues or assessments levied by the Union on its members.
(b) The Employer shall remit the money so deducted in accordance with Article 6.01(a) to the Treasurer of the National Union not later than the 20th day of the month following the month in which such sum was deducted, accompanied by a list of names showing from whom the deductions were made and the support area in which they work. The Employer shall submit to the Union a list of names, employment status, and amount deducted for each employee.

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

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

ARTICLE 7 - REPRESENTATION

7.01 (a) The Employer acknowledges the right of the Union to appoint or otherwise select one (1) Chief Steward and ten (10) Stewards and ten (10) alternate Stewards from among the employees who have attained at least six (6) months seniority.
(b) All Stewards/alternate Stewards and the Chief Steward shall represent any employee in the bargaining unit. Alternate Stewards shall only act in the absence of the Chief Steward and Stewards.

7.02 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. In accordance with this acknowledgment, Stewards shall not absent themselves from their work without first obtaining the permission of their immediate supervisors, such permission not to be unreasonably withheld, nor shall such Stewards absent themselves from their work for more time than is reasonably necessary. In accordance with this understanding, the Employer

shall not make any deductions from the regular pay of a Steward for time so spent during his/her regular working hours. Where an employee requests representation by another Steward, the Employer will comply with this request within a reasonable period of time.

- 7.03 The Employer shall not be liable for the pay of any Steward or for any other member of any Committee provided for herein or for any employee represented by the Union when such person is absent from work in the preparation for or attendance at arbitration hearings.
- 7.04 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee which shall consist of three (3) Union members, one of whom shall act as Chairperson of the Grievance Committee. The Employer will recognize and deal with the said Committee as provided in the grievance procedure.
- 7.05 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees who have attained at least six (6) months seniority, and will recognize and deal with said Committee with respect to negotiations for renewal of this Agreement. The Union may also appoint or otherwise select two (2) Alternates who shall be entitled to take part in negotiations as a member of the Negotiating Committee in the absence of one of the regular members of the said Committee provided that the Employer is given as much notice as reasonably possible that one or both Alternate will be attending a negotiating session. Such Alternate while serving on the Negotiating Committee as aforesaid shall be entitled to all the rights of a regular member, and may be appointed or otherwise selected by the Union from any of the support areas of the Employer.
- (b) Members of the Union's Negotiating Committee, not exceeding five (5) in number, shall suffer no loss in pay for time spent during such members' regular working hours in negotiating with the Employer's representatives for the renewal of this Agreement. In the event that an employee is assigned a shift immediately preceding or following a scheduled negotiation session, the employee will be excused the assignment and will suffer no loss in pay. Members shall be excused attendance from their entire shift. No more than two (2) members of the Negotiating Committee shall be from any one Service. This provision shall apply to negotiations up to and including the conciliation/mediation meetings.
- 7.06 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when meeting with the Employer.
- 7.07 The Union shall notify the Executive Director in writing of the names of Stewards and Alternate Stewards, the names of the members and Chairperson of the Grievance Committee, and the names of the Negotiating Committee. Until the Employer has been notified in writing, the Employer shall not be required to recognize such persons.
- 7.08 When a member of management calls an employee to an interview and the interview could possibly lead to the discipline of the employee or the interview is related to deficiencies in or criticism of the work performance of the employee, the employee shall be told at the time of the call the general nature of the issues to be discussed at the interview. The member of management shall send for the employee's Steward or if not available, the Alternate Steward. If neither is available, then the Chairperson of the Grievance Committee or any Executive member

of the Union, and the meeting shall not proceed until the Steward, Alternate Steward, Chairperson of the Grievance committee or any Executive member of the Union is present. Where an employee requests representation by another Steward, the Employer will comply within a reasonable period of time.

- 7.09 The President of Local 2345 or his/her designate shall be allowed one (1) consecutive period of eight (8) hours off per week with pay at a time mutually agreed upon between the President or his/her designate and the appropriate immediate supervisors for the purpose of conducting Union business. It is understood that during this eight (8) hour period, the President or his/her designate will not interfere with the regular work of other employees.

ARTICLE 8 - LABOUR/MANAGEMENT COMMITTEE

- 8.01 (a) A Labour/Management Committee shall be established consisting of five (5) representatives of the Employer and five (5) representatives of the Union. The Committee shall enjoy the full support of both parties in the interests of improved service to individual(s) supported and job security for the employees.
- (b) Function - The Committee shall concern itself with: constructive criticisms of all activities so that better relations shall exist between the Employer and the employees; the improvement of services to individual(s) supported; the promotion of safety and sanitary practices; the review of employee suggestions and questions regarding working conditions and service (but not grievances concerned with service); the correction of conditions which may cause grievances and misunderstandings.
- (c) Jurisdiction - The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members of the Employer to any decisions or conclusions reached in their discussions. The Committee shall make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (d) Meetings - The Committee shall meet at least quarterly at a mutually agreed time and place. Its members shall receive a notice and meeting agenda at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay when attending meetings during their regularly scheduled shift. Employees attending the meeting outside of their regularly scheduled shift shall be paid for their attendance at such meeting if their hours of work can be adjusted with approval of their Manager to avoid exceeding their regular hours of work and providing there is no additional cost to the Employer.
- (e) Chairperson - A representative of the Employer and a representative of the Union shall alternate annually as Chairperson of the Committee.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that employees' complaints be dealt with as soon as possible. No employee shall file a grievance under Article 9.02 until the employee has first discussed his/her complaint with his/her immediate supervisor or supervisor involved, accompanied by his/her Steward. Failing settlement of the complaint within four (4) calendar days, an employee may present a grievance in accordance with Article 9.02. It shall be optional to

the Employer to decline to consider any grievance, the alleged circumstances of which originated or occurred more than seven (7) calendar days (eight (8) calendar days in the case of part-time and substitute employees) prior to its presentation. Grievances and responses to grievances shall be submitted in writing at all stages. Grievances shall make reference to the original complaint, and shall contain a detailed statement of the adjustment requested.

9.02 Step 1

An employee having a grievance shall, either directly or assisted by his/her Steward, submit the same signed by the grievor and the Union Steward to his/her Support Manager. The Support Manager shall render his/her decision within seven (7) calendar days next following receipt of the grievance.

9.03 Step 2

If the decision of the Support Manager is not acceptable to the Union, the Union may appeal the decision to the Operations Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days (eight (8) in the case of part-time and substitute employees) of the receipt of the decision of the Support Manager. If the grievor is absent on an authorized leave and is not available to sign the appeal notice within the relevant time limit, such appeal notice may be signed by the second Union Steward in lieu of the grievor. The Operations Director shall hold a meeting with the Union Steward, and shall render his/her decision to the employee and the Chairperson of the Grievance Committee within seven (7) calendar days next following receipt of the appeal notice.

9.04 Step 3

If the decision of the Operations Director is not acceptable to the union, the union may appeal the decision to the Executive Director by grievance appeal notice in writing, signed by the employee and a Union Steward, within seven (7) calendar days (eight (8) calendar days in case of part-time and substitute employees) of the receipt of the decision of the Operations Director. If the grievor is absent on an authorized leave and not available to sign the appeal notice within the relevant time limit, such appeal, notice may be signed by a second Union Steward in lieu of the grievor. Thereupon the Grievance Committee shall meet with the Executive Director or his/her designated representative, to deal with the grievance. The Executive Director, or his/her designated representative, shall render his/her decision within (7) calendar days (eight (8) calendar days in case of part-time and substitute employees) of the meeting with the Grievance Committee. In the event that the decision of the Executive Director is not satisfactory to the Union, the Union may invoke the arbitration provisions of this Agreement provided written notice of the Union's intention to proceed to arbitration is given to the Executive Director within fourteen (14) calendar days (twenty-one (21) calendar days in case of part-time and substitute employees) of the receipt of the decision of the Executive Director.

9.05 The above time limits may be extended by mutual agreement between the parties. Where any step of the grievance procedure may require, without reasonable notice, the substitution of the alternate Steward or Chairperson of the Grievance Committee, the Employer may, in lieu of allowing such substitution, designate with written confirmation to the Union that such step shall be deferred until the absent Steward is available or until reasonable notice can be given to the alternate Steward or Chairperson of the Grievance Committee that such person must be excused from his/her work. Where a paid holiday or paid holidays set out in Article 24 fall within a time

limit for taking of any step of the grievance procedure, the time limit will be automatically extended by an equivalent number of calendar days. However, such time limits, referred to above shall be construed as mandatory. Failure to comply with the time limits by the Employer or the Union shall be deemed an abandonment of the grievance. Failure of the Employer to reply within the time limits shall entitle the employee or the Union, as provided above, to proceed to the next step.

- 9.06 For the purpose of the grievance and arbitration procedures, a grievance shall mean a dispute or difference as to the interpretation, application or administration of this Agreement or an alleged violation thereof. However, the Employer's decision with respect to the designation of Direct Support Professional Co-ordinators may not be the subject of a grievance by an employee or the Union.

ARTICLE 10 - DISCHARGE GRIEVANCE

- 10.01 A claim that an employee who has completed his/her probationary period has been discharged without just cause shall be treated as a special grievance if a written statement of such grievance signed by the employee is lodged with the Executive Director within seven (7) calendar days (eight (8) calendar days in case of part-time and substitute employees) of such discharge. Such special grievance shall then be processed at Step 3 of the grievance procedure. The Employer may terminate the employment of a probationary employee for any reason.
- 10.02 The parties may settle such special grievance by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the parties.
- 10.03 When an employee has been dismissed on the Employer's premises, he/she shall have the right to interview his/her Steward for up to fifteen (15) minutes before leaving the premises, subject to the provisions of Article 7.01.

ARTICLE 11 - POLICY GRIEVANCE

- 11.01 A policy grievance may be filed by the Union or the Employer. A policy grievance is defined as one which involves a difference arising between the Union and the Employer concerning the interpretation or violation of a provision of this Agreement and does not involve the assertion of an individual employee's rights. The provisions of this Article shall not be used with respect to a grievance directly affecting an individual employee which such employee could institute. A policy grievance shall be lodged at Step 3 of the grievance procedure not later than fourteen (14) calendar days following the date on which the Employer or the Union became aware or should have become aware of the alleged circumstances giving rise to the policy grievance. If filed by the Employer, the policy grievance shall be delivered in writing to the Chairperson of the Grievance Committee. If filed by the Union, the policy grievance shall be delivered in writing to the Executive Director. If not settled between the parties within fourteen (14) calendar days after delivery of the policy grievance, it may thereafter be submitted to arbitration in accordance with the arbitration procedures herein prescribed.

Group Grievance

When a number of employees have similar grievances, they may present a group grievance to their Support Manager provided it is filed and processed within the same time limits and procedures prescribed in the grievance and arbitration provisions contained in this Collective Agreement at Articles 9 and 13. The grievance must relate to the interpretation or application of the Collective Agreement.

ARTICLE 12 - DISCIPLINE PROCEDURE

- 12.01 For the purposes of this Agreement, “discipline” shall include any written censure, suspension, unsatisfactory performance appraisal, any change in working conditions, etc. for the purpose of discipline. All of the above must be recorded in the employee’s personnel file,
- (a) with respect to oral and written warnings, for a maximum of twelve (12) months from date of issue provided the employee has not received a warning or disciplinary notice for the same or similar offence within the twelve (12) month period;
 - (b) with respect to suspensions, for a maximum of fifteen (15) months from date of issue provided the employee has not received a warning or disciplinary notice for the same or similar offence within the fifteen (15) month period. Such warnings and disciplinary notices shall be issued not later than seven (7) calendar days after the incident or occurrence giving rise to the warning or disciplinary notice comes to the knowledge of the Employer.
 - (c) A copy of all disciplinary actions shall be signed by both the employee and the Employer and a copy will be forwarded to the President of the Union within seven (7) working days. If the employee refuses to sign, it will be so noted on the form and initialed by a Union representative.
 - (d) Upon the employee’s request, any disciplinary documents shall be removed from the employee’s file following the time frames expressed in (a) and (b) above.
- 12.02 In the event any employee is discharged or disciplined the Union should be informed. In the event a meeting is held the Employer shall have a Union Steward present. In addition the Union shall be further notified of such action by delivering a copy of the disciplinary or discharge notice to the Local Union President within five (5) calendar days of the imposition of such discipline or discharge.
- 12.03 Whenever a suspension of a defined duration is imposed, it will not be put into effect until the grievance procedure and the arbitration procedure, as set out in the written Agreement is exhausted.
- 12.04 In the event of an allegation of serious misconduct, the Employer shall complete the investigation as quickly as possible taking into account the circumstances of the case. In the event that an employee is suspended, it shall be with pay until the investigation is complete. The Employer shall contact the Union President or the Chief Steward in the absence of the President to inform him/her of the general nature of the investigation, and provide updates as requested.

ARTICLE 13 - ARBITRATION

- 13.01 Any grievance which has not been settled under the grievance procedure may be referred to arbitration in accordance with the procedure and time limit set forth in Article 9.04. If no notice is given in accordance with the procedure and time limit set forth in Article 9.04, the grievance shall be deemed to have been settled or withdrawn. The Union's notice of intention to proceed to arbitrations shall contain the name and address of its appointee to the Board of Arbitration within nine (9) calendar days thereafter, the Employer shall notify the Union of the name and address of its appointee to the Board of Arbitration. If the two appointees are unable to agree upon a chairperson within fourteen (14) calendar days thereafter, either party may request the ministry of Labour for the Province of Ontario to appoint a chairperson.
- 13.02 No person shall be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 13.03 Each of the parties shall bear the expense of the arbitrator appointed by it, and the parties shall equally bear the expenses and fees of the chairperson of the arbitration board.
- 13.04 The Board of Arbitration has no power to alter, modify, amend or add to the provisions of this Agreement or to make any decision inconsistent with the terms of this Agreement.
- 13.05 The decision of the majority of the Board of Arbitration shall be final and binding upon the parties hereto and upon any employee or employees affected by it. If there is no majority-decision, the decision of the chairperson shall govern.
- 13.06 Mediation
- (i) Either party, with the agreement of the other party, may submit a grievance for grievance mediation at any time within ten (10) calendar days after the Executive Director's decision has been rendered at the step prior to the arbitration provisions being invoked in Article 9.04 and 13.01. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
 - (ii) Grievance mediation will commence within twenty-one (21) calendar days of the grievance being submitted for mediation, or longer period as may be agreed to by the parties.
 - (iii) No matter may be submitted for grievance mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
 - (iv) The parties agree to facilitate the mediation themselves. As such, mediation proceedings shall be informal and the Rules of Evidence shall not apply and no record of the proceedings shall be made, and anything discussed will be strictly confidential and without prejudice.

- (v) If no settlement is reached within fourteen (14) calendar days following the grievance mediation process, the parties are free to submit the matter to arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, nothing said or done within the context of the mediation may be referred to at arbitration.

ARTICLE 14 - NO STRIKES OR LOCKOUTS

- 14.01 In view of the orderly procedure established for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockout of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. "Strike" and "lockout" shall have the meanings as set out in the Labour Relations Act of Ontario.
- 14.02 No employee who is a member of Local 2345 will be disciplined for refusing to cross a picket line.

ARTICLE 15 - SENIORITY

- 15.01 (a) Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.
- (b) Continuous service shall mean the length of service in the employ of the Employer in a position included within the bargaining unit computed from the date of last hiring by the Employer.
- 15.02 (a) Newly hired full-time employees shall be on probation for the first seventy (70) days of work within any six (6) month period. Newly hired part-time and substitute employees shall be on probation for the first three hundred and twenty (320) hours worked within any nine (9) month period. Such time may be extended by mutual consent of the parties. During the probationary period, the employee shall be subject to the terms of this Agreement except that the Employer may terminate the employment of a probationary employee for any reason. Notwithstanding all of the above, all mandatory training and orientation must be completed by the employee in order to successfully complete the probation periods.
- (b) Each employee shall be given a performance appraisal, seven (7) working days prior to the completion of their probationary period. The Employer shall notify the employee and the Union in writing when an employee has completed his/her probationary period. If the Employer does not, the employee shall be deemed to have successfully completed his/her probationary period.
- (c) Upon completion of the probationary period, seniority shall accrue for all employees on the basis of deemed hours worked from the date of commencement of employment. Full time employees shall be deemed to work 80 hours every two (2) weeks, part time employees 40 hours every two (2) weeks and substitute employees 25 hours every two (2) weeks. An employee's status on Saturday each week shall determine the employees deemed hours of work for the following week. For the purpose of greater clarity, the deemed hours outlined herein shall also apply to employees filling temporary vacancies.

- (d) For the purpose of assigning employee numbers at the time of hire, a lottery will be conducted after the interview process by the Director, Human Resources or designate.

15.03 Loss of Seniority

Seniority shall be lost and an employee shall be deemed to have terminated his/her employment if:

- (a) the employee quits;
- (b) the employee is discharged, and such discharge is not reversed through the grievance procedure.
- (c) the employee is absent for more than three (3) consecutive working days without permission or without a satisfactory reason. In the case of illness, absence must be supported by a doctor's certificate for any period in excess of three (3) working days;
- (d) in the case of layoff an employee:
 - (1) the employee with less than three (3) years seniority at the effective date of layoff performs no work for the Employer for a continuous period of one (1) year;
 - (2) the employee with three (3) years or more seniority at the effective date of layoff performs no work for a continuous period of two (2) years.
- (e) the employee has been laid off and fails to return to work within fourteen (14) calendar days after notification to do so has been sent to him/her by registered mail or personal delivery, to the last address on record with the Employer, or by direct personal contact with the employee. It is the obligation of the employee to maintain on record with the Employer an address at which registered mail can be received by him/her on his/her behalf at all times;
- (f) an employee absent because of sickness or accident for more than two (2) years shall cease to accumulate seniority on the expire of two (2) years, but shall retain the seniority he/she then has so long as he/she is drawing temporary disability benefits from the Worker's Compensation Board or long term disability benefits provided by the Collective Agreement;
- (g) the employee retires;
- (h) the employee fails to report for work at the expiration of a leave of absence unless a satisfactory reason is given, or uses a leave of absence for a purpose other than that for which it was granted.
- (i) a substitute employee fails to work four (4) shifts in any one month period on a call-in basis, provided the substitute employee was called at least four (4) times in that month, and provided the substitute employee received an initial warning under this clause within the previous twelve (12) month period. Agency-wide call-ins outside an Employee's availability will not be counted for the purpose of this provision.

- 15.04 (a) A seniority list will be established for all employees covered by this Agreement who have completed their probationary period, showing each employee's original date of hire and deemed hours worked pursuant to sub-article 15.02 (c). It is agreed that this seniority list shall be revised and posted during the months of January, April, July and October of each

year, effective the first day of the month in which the list is posted, and a copy shall be given to the President of the Union, The seniority list will be deemed to be correct if not questioned by such employee within twenty-one (21) calendar days of the posting of the seniority list at the employee's regular work location.

- (b) Where two or more employees have the same number of hours deemed worked on the seniority list, the employee with the lower employee number shall be considered the more senior employee.

15.05 Layoff and Recall

A layoff for full-time employees shall be defined as a reduction in the work force or a reduction in the normal scheduled hours of work and for part-time employees, a reduction in excess of 15% of the normal scheduled hours of work as set out in the job posting that resulted in the employee obtaining the position. The Employer will notify the affected employee and the Union President of a reduction in permanent hours with as much notice as is practical.

- 15.06 Notwithstanding any other provision of this Agreement, where the Employer needs to lay off employees, the Employer may, prior to utilizing the procedure outlined below, transfer an employee to fill in any vacancy for which he/she has the ability, qualifications and/or relevant work experience, provided such vacant position has the same rate of pay and benefits as set out in sub-articles 26.01 or 26.05.

- 15.07 In the event of a layoff, the following procedure shall apply:

- (a) The classification and status (full-time and part-time) within which the layoff is to occur will be identified.
- (b) All probationary employees shall be laid off first.
- (c) Thereafter, if further employees are to be laid off, the most junior employees within the selected classification and status at the location where the reduction of staff is needed will be laid off first.
- (d) The Employee shall have the right to displace a less senior employee in any classification, except a Direct Support Professional Co-ordinator, having the same status, who the employee has the qualifications, skills and ability to displace. The right to bump shall include the right to bump up.
- (e) If the laid off employee is a full-time employee and is unable to displace an employee pursuant to the procedure outlined in paragraph (d) above, the employee shall have the option to either take the layoff or to displace a less senior part-time employee where the employee has the qualifications, skill and ability.
- (f) Any employee displaced by the bumping procedure pursuant to (d) and (e) above, shall be afforded the same opportunity to exercise seniority in the same manner.
- (g) The Employer and the Union shall meet prior to a layoff to review the seniority list and to discuss the order of layoff. In addition, the parties will look to identify alternatives to the proposed layoffs.
- (h) Layoff grievances will be initiated at Step 3 of the grievance procedure.
- (i) Employees shall be recalled to work in order of seniority provided they have the qualifications, skill and ability to perform the available work. Seniority rights for recall are as described in sub-article 15.03(d).

- (j) All notices of layoff shall be in writing and Employees who have received notice of layoff shall be given the opportunity to meet with a designated representative of the Employer and the Union to discuss her/his options. If the employee wishes to assert her/his seniority rights to displace another employee as provided for above, she/he shall submit a request in writing to the Manager of Human Resources within seven (7) calendar days of such meeting, with a copy to the President of the Union.
- (k) The Employer shall not hire new employees where employees are on layoff until those laid off employees are given the opportunity to be recalled pursuant to paragraph (i) above.
- (l) Except when caused by a reason or reasons beyond the control of the Employer, all employees about to be laid off shall receive at least sixty (60) calendar days' notice prior to the effective date of the layoff.
- (m) Provided that they have at least two (2) years seniority, the Executive of the Union (the President, Vice President, Treasurer, Secretary and Chief Steward) while in office, shall be deemed to have the highest seniority in the bargaining unit and shall be entitled to assert such deemed seniority for purposes of layoff and recall in accordance with sub-article 15.07.

15.08 Subject only to staffing requirements, every reasonable effort will be made to layoff part-time employees before laying off full-time employees.

ARTICLE 16 - TRANSFER OF EMPLOYEES

- 16.01 It is understood that employees in all classifications are generally assigned to work with individual(s) supported in locations appropriate to their needs and wishes.
- 16.02 It is agreed and understood that all vacancies will be posted, except the Employer may transfer employees to another location without a posting in the following circumstances:
- (a) where individual(s) supported move from one residential or program location to another necessitating continuity of support from primary worker(s);
 - (b) consideration of special requests by employee for medical reasons;
 - (c) transfer of a Direct Support Professional Co-ordinator from one location to another;
 - (d) to permit specialized matching of Direct Support Professionals with individual(s) supported within their homes so as to facilitate flexible support which would include any location or activity outside of the primary residence. Such assignments for the duration would not be considered as a permanent transfer of the worker from their assigned location.
- 16.03 Situations of conflict between employees or between employees and people supported/families shall be brought to the President and Chief Steward within twenty-four (24) hours and to the Labour/Management Committee within a further twenty-four (24) hours, if not resolved through the discussions with the President and Chief Steward. The Committee shall identify the problem, assess the impact of the problem on the workplace and/or individuals supported and offer remedial solutions. In the event that the Committee is unable to reach a mutually agreed resolution of the conflict, the Employer may transfer the affected employee from one location to another. If the Employer determines that the circumstances which caused the transfer are no

longer in place, the transferred employee will be allowed to apply for a posted position at the location from which the employee was transferred.

- 16.04 Where the Employer transfers a full-time employee pursuant to this article, such transfer shall not result in the demotion of the employee to a lower paid classification or a reduction in the employee's normal hours. Where a part-time employee is so transferred, the transfer shall not result in the demotion of the employee to a lower paid classification.
- 16.05 Where an employee has been transferred by the Employer as part of a disciplinary action, the employee shall not be entitled to apply for a posted position at the location from which the employee was transferred, while the discipline remains on the employee's record as outlined in Article 12.01 of this Agreement.

ARTICLE 17 - JOB POSTINGS

- 17.01 (a) Where the Employer determines that an individual receiving support requires all male or all female staff, the Employer shall notify the Union of such requirement.
- (b) With the exception of the Direct Support Professional Co-ordinator position, all job postings shall be awarded to the most senior applicant able to meet the reasonable requirements of the job. All job requirements shall be listed in detail on the job posting.
- 17.02 The Employer shall make available Job Application Forms on which employees applying for positions must submit their qualifications for consideration for the posted position at the time that the position is posted.
- 17.03 (a) Where a permanent or a temporary vacancy arises, which the Employer intends to fill, or a new job is created within the bargaining unit, the Employer shall post notice of the position for a period of eight (8) calendar days and such posting shall contain information with respect to the qualifications, location of initial assignment, general scheduling pattern and rate of pay of the position. The employer shall endeavor to post the above notice no later than the first week of each calendar month. All employees who submit an application for the job posting to the Employer's representative designated on the posting, within the posting period, or who have filed a form in accordance with sub-article 17.02, shall be considered and the successful applicant will be placed in the position as soon as possible but no later than two (2) weeks from the date of the completion of the posting period. The time periods set out in this sub-article may be extended by mutual agreement of the Employer and the Union, such agreement may not be unreasonably withheld.
- (b) Employees, when filling in a temporary vacancy shall continue to receive all benefits as provided for them under this Agreement. At the termination of a temporary vacancy, the employee shall be returned to his/her former position without loss of seniority or benefits.
- (c) An employee occupying a temporary vacancy for greater than one (1) year shall receive all benefits and entitlements (except LTD) applicable to the regular position they are occupying for the duration of their temporary assignment.

- 17.04 The successful applicant shall be subject to a trial period of up to sixty (60) days worked. In the case of part-time and substitute employees, the trial period shall be the lesser of two hundred and eighty (280) hours worked or six (6) calendar months. During this period, if the employee's services are unsatisfactory to the Employer or the employee finds the new position unsatisfactory, and so advises the Employer, the employee shall be returned to his/her former position and salary rate without loss of seniority or posting rights. Any other employees who have been promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and salary rates without loss of seniority or posting rights. If the successful applicant satisfactorily completes the aforesaid trial period, the Employer will confirm such employee in the new position upon the expiry of the aforesaid trial period.
- 17.05 The successful applicant for a permanent job posting shall not be eligible to apply for any further job posting which is posted during the six (6) month period immediately following the date upon which the employee accepts the position, unless the job posting is for a position in a higher rated classification or a job of at least ten percent (10%) increase in the normal scheduled hours of work.
- 17.06 If there are no applicants or no successful applicants for a posted position, the Employer shall be entitled to fill the position in such manner as it sees fit. The Employer may also fill a position in such manner as it sees fit while observing the posting procedure contained in this Article. Where an employee has been scheduled to work in the position being posted, those scheduled hours will not be assigned to the successful applicant. When there are no applicants or no successful applicants the employer may choose to send the posting out internally by e-mail. In such cases the original posting number will be quoted in the e-mail.
- 17.07 The vacancy left by the successful applicant shall also be subject to the posting procedure set forth in this Agreement, and all subsequent vacancies resulting therefrom.
- 17.08 Copies of all Job Postings shall be forwarded to the Secretary of the Local Union immediately upon notification of the successful applicant, and the President shall be advised of the names of the successful and unsuccessful applicants.
- 17.09 (a) Temporary job postings shall show the expected number of consecutive weeks that the employee will be working for the duration of the vacancy.
(b) School Board positions shall be considered temporary positions. Such positions shall be no more than ten (10) months in duration. Employees may request placement on the call-in list at all locations where they have been orientated. Such requests will not be unreasonably denied.
- 17.10 All newly hired employees shall receive not less than eight (8) hours of orientation with pay. No employee shall be regularly scheduled to work until orientation has been completed. Employees assigned to work in a location in which they have not been previously employed shall receive two (2) hours of orientation with pay prior to being scheduled to work.

CHILDREN'S SERVICES

17.11 For Direct Support Professional positions in any Home funded or licensed all or in part under the Children and Family Services Act (or successor legislation) or funded directly by the Children's Aid Society the Employer will have the right to hire one (1) Worker per child who is not presently a member of the bargaining unit who has a history with the child as their Worker, without the requirement of job posting and whose selection may not be the subject of a grievance by an employee or the Union. Seniority for an employee hired pursuant to this sub-article shall be calculated in accordance with sub-article 17.14.7.

DIRECT SUPPORT PROFESSIONAL CO-ORDINATORS

- 17.12 Further to our discussions during negotiations herein, this is to confirm that the following agreements were reached with respect to the Direct Support Professional Co-ordinator position:
1. The Employer may designate one (1) Direct Support Professional Co-ordinator for each day support location operated by it. The Employer shall designate one (1) Direct Support Professional Co-ordinator for each residence operated by it. A residence is defined as three (3) or more people living together in a shared accommodation supported by the Employer on a twenty-four (24) hour a day basis.
 2. New position and vacancies for Support Co-ordinators shall be posted for a period of eight (8) calendar days and all Direct Support Professionals shall be eligible to apply for same. If there are no applicants or no successful applicants, the Employer may designate a Support Co-ordinator in such manner as it sees fit.
 3. A Support Co-ordinator shall serve a trial period of six (6) calendar months. During the trial period either the Employer or the employee may elect to cancel the designation upon giving two (2) weeks' notice and the employee shall return to his/her former position and salary rate without loss of seniority. Any other employees who have been promoted or transferred because of this rearrangement of positions shall also be returned to their former positions and salary rate without loss of seniority.
 4. The designation of an employee as a Support Co-ordinators or the removal of an employee from a Support Co-ordinators position during the trial period may not be subject of a grievance by the employee or the Union.
 5. The Support Co-ordinators shall, in addition to their regular duties, be responsible for the following:
 - (1) To facilitate the development, review and implementation of procedures, structures and policies that enhance the ability of Community Living Windsor to respond to individual and families through the provision of support and direction to all staff working in the home.
 - (2) To notify the Support Manager of the unmet needs of individuals and submit proposals that include recommendations for action required.
 - (3) Identify resources needed to achieve the individual's life plan and develop strategies for their implementation.
 - (4) To provide guidance and direction with respect to all policies and procedures of Community Living Windsor, i.e. health and safety, emergency procedures, confidentiality, etc.
 - (5) To be knowledgeable of agency and Ministry standards and family expectations and to direct and provide guidance to the staff as to compliance with same.
 - (6) Making inspections to ensure that adequate policies and procedures, standard of care, cleanliness and safety are being followed.

- (7) To ensure that the house and all property (interior and exterior) is maintained in a manner acceptable to Community Living Windsor and its standards.
- (8) To provide direction and leadership according to the policies and procedures of Community Living Windsor to all assigned staff.
- (9) Directing, advising and assigning of staff as required.
- (10) Assist the Support Manager in the orientation of staff and volunteers.
- (11) Provide input to assist the Support Manager in regularly evaluating staff performance and identify staff training requirements.
- (12) Reporting immediately to the Support Manager any suspected or alleged individual(s) supported abuse, and any other problems, circumstances or situations that may or have adversely affected the safety and/or welfare of an individual(s) supported.
- (13) Assist Support Manager in budget preparation and financial control.
- (14) Requisitioning the use or purchase of equipment, material and services.
- (15) Purchase routine supplies, subject to the approval of the Support Manager.
- (16) To support individuals in their purchase of household items, groceries and furniture, and ensure expenditures are documented as per procedures.
- (17) To be responsible and accountable for monies relating to individual(s) supported purchases, expenses, savings and cash on hand.
- (18) To be responsible for and ensure petty cash expenditures are documented and accounted for in accordance with cash handling procedures.
- (19) To communicate with staff to interpret and discuss policies, problems and staff responsibilities.
- (20) Assist Support Manager in the internal procedures for matching, or assisting individuals to match themselves with partners for shared living arrangements.
- (21) In addition to duties (1) to (20) above, Support Co-ordinators employed in vocational support area shall be responsible for the following:
 - (a) to operationalize the production activity related to current productions;
 - (b) to adapt to and operationalize the production activity related to the development of new initiatives/products;
 - (c) to observe, analyze and attend to environmental features to ensure compatibility with production activities and individual(s) supported abilities.
 - (d) to be responsible and accountable for monies related to all purchases, expenses, cash on hand and product sales.

It is agreed that the duties of the Support Co-ordinator as set out above may be changed by the Employer from time to time, except that any changes shall not require the Support Co-ordinators to hire, fire, suspend or discipline bargaining unit employees. All such changes shall be brought to the Labour/Management Committee for discussion prior to being implemented by the Employer.

17.13 In the event the Manager at Ventures is absent and an employee is assigned by the Employer to perform any of the Manager's duties, the Employee will be paid at the Support Co-Ordinator rate for all such hours. The assignment shall be offered, in order of seniority, to full-time employees who are working and present at the location.

INDIVIDUALIZED FUNDED POSITIONS

17.14 1. The parties recognize the following:

- (a) that the Employer has been approached by representatives of individuals with disabilities who are receiving individual support funding and who have requested the Employer to provide support;
 - (b) that the parties have agreed to utilize bargaining unit employees to provide support through the institution of Individualized Funded Positions;
 - (c) that the parties recognize the need to provide support while respecting and understanding that this support is being provided in the individuals home and under terms and conditions set by the individual and his or her family.
2. The term "Individualized Funded Positions" (hereinafter "I.F. Positions") shall mean a full-time or part-time position established by the Employer as a result of an Agreement between the Employer and representatives of individually funded person for the purpose of providing support to that individual.
3. Where the Employer decides to establish an I.F. Position, the I.F. Position shall be posted on a yellow form, pursuant to the provisions of Article 17 of the Collective Agreement and all of the provisions of that Article shall apply to the posting except as modified as follows:
 - (i) I.F. Positions will be open to application by all bargaining unit employees or any person then employed by the individually funded person to provide primary developmental services.
 - (ii) The I.F. Position will be awarded to the applicant selected by the Employer and Representatives of the individual, based on suitability and compatibility with the individual. The decision of the Employer in this regard shall be in its sole discretion and may not be the subject of a grievance by an employee or the Union.
 - (iii) Where there are no applicants or no successful applicants for the posted I.F. Position, the Employer may fill the position in such a manner as it sees fit.
4. In the event that an I.F. Position is awarded to a part-time or substitute bargaining unit employee, such employee shall be permitted to retain their previous non I.F. Position provided that the total hours of work of that employee in a week do not exceed forty-four (44) hours and provided that the hours of work of the I.F. Position can be reasonably accommodated by the Employer in scheduling the part-time or substitute employee in their other bargaining unit position. The combination of hours of work shall not be used by an employee to establish entitlement to benefits or other full-time rights and privileges under the Collective Agreement.
5. The Employer shall institute and maintain a seniority list, separate from the bargaining unit wide seniority list, for persons employed in I.F. Positions.
6. Employees who post into I.F. Positions shall maintain their previous bargaining unit wide seniority for the duration of the I.F. Position and shall continue to accumulate further bargaining unit wide seniority while employed in an I.F. Position.
7. Newly hired employees from outside of the bargaining unit who are awarded an I.F. Position, shall accumulate seniority from the date of hire. In the event that such employees post for non-I.F. Positions they shall be deemed to have accumulated seniority as a substitute employee.
8. Notwithstanding any of the provisions of the Collective Agreement, an I.F. Position itself or an employee's employment in such a position may be cancelled by the Employer at any time. Such cancellation shall not be the subject matter of a grievance by the employee or Union.
9. In the event of such a cancellation, the following procedure shall apply:

- (i) An employee in an I.F. position who also has bargaining unit wide seniority, shall be deemed to be laid off and shall have the right to displace other employees in non-I.F. Positions pursuant to the provisions of sub-article 15.07 of the Collective Agreement.
 - (ii) An employee in an I.F. position who has not accumulated bargaining unit wide seniority in a non-I.F. position shall be placed appropriately on the bargaining unit wide seniority list as a substitute employee. It is understood that no employee hired from outside the bargaining unit for an I.F. Position will be transferred into a regular position.
10. Notwithstanding any provisions of the Collective Agreement, employees laid off from non I.F. Positions shall have no right to displace employees in I.F. Positions nor shall an employee in an I.F. Position have the right to displace an employee in another I.F. Position.
 11. Persons employed in I.F. Positions shall be paid at the appropriate Direct Support Professional classification rate of pay for the type of work being performed.
 12. Notwithstanding the provisions of Article 22 the Employer shall establish an appropriate call-in-list for I.F. Positions. This list shall be developed using the names of individuals who have expressed interest in being included in it. The Employer shall assign call-in hours on a seniority basis.
 13. All of the provisions of the current Collective Agreement between the parties shall apply to persons employed in I.F. Positions except as modified or amended by this agreement.

ARTICLE 18 - TRANSFERS

18.01 Transfers to Positions Outside the Bargaining Unit

- (a) If an employee is, or has been transferred to a position which is not subject to the provisions of this Agreement, he/she shall retain his/her seniority for a period of six (6) months (twelve (12) months in case of maternity/parental leave). If transferred back by the Employer to a position subject to the provisions of this Agreement, he/she shall carry his/her retained seniority with him/her and displace any employee with less seniority in accordance with Article 15.05.
- (b) If an employee is transferred to a supervisory position on a temporary basis to replace a supervisor who is not available to carry out his/her duties, such an employee shall continue to accrue seniority and to pay monthly dues disbursement pursuant to sub-article 6.01 and shall be entitled to representation by the Union in the grievance and arbitration procedures of this Agreement for any discipline imposed on such employee while in the temporary supervisory position.
- (c) Any bargaining unit employee temporarily transferred to a supervisory position shall fulfill all the duties and responsibilities of that position except:
 - (i) taking direct disciplinary action independent of another member of management;
 - (ii) directly terminating the employment of a bargaining unit employee;
 - (iii) being involved in disciplinary meetings when not directly involved with the subject matter of the meeting.
 - (iv) Being involved in any formal investigation meetings.
- (d) It is understood that an employee in a temporary supervisory position shall report immediately to the Director or another senior manager any suspected or alleged individual(s) supported abuse or any other problems, circumstances or situations that may or have adversely affected the safety and/or welfare of an individual(s) supported.

18.02 Transfers to Positions Within the Bargaining Unit

- (a) An employee temporarily or permanently transferred or promoted to a higher classification shall receive the commencement rate of pay for the new classification, commensurate with his/her qualifications, or the next higher rate of pay on the wage grid which is equal to or greater than the employee's present rate of pay.
- (b) Full-time employees who agree to temporarily transfer to a lower classification at the request of the Employer, shall continue to receive his/her present rate of pay plus any and all benefits and increases to that rate required by the Agreement.
- (c) An exchange of job duties may take place if (a) both employees agree; (b) the respective employee's supervisors agree; and (c) the positions are in the same classification. Such transfers shall be for the time period agreed upon among the parties involved.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 (a) Upon application in writing to the appropriate Support Director, the Employer may grant leaves of absence to employees without pay and without loss of seniority for personal reasons, without requiring such employees to use up their vacation credits first. Such requests for personal leave shall not be unreasonably denied.
- (b) For banked overtime and PPH days, employees may request leave with less than ten (10) days notice in the event that an unforeseen circumstance arises that necessitates the leave.
- a. Such leaves shall be granted subject to operational requirements and shall not interfere with the supports given to people at the support location.
 - b. The staff member requesting the leave shall find proposed coverage using Step 1 or Step 2 of the call-in list only.
 - c. It is the expectation that call-in lists for the purpose of this leave provision shall be done on an employee's own time. Where possible, this shall be done outside the workplace. When this is not possible, the employee may fill the shift at the work location either immediately before or after the employee's shift. It is understood that such time shall not constitute overtime and shall be the employee's own time. It is further understood that the above will not interfere with the enjoyment of the home by the people who reside there, or the provision of service to them.
 - d. An employee applying for leave under this provision must cover their entire absence and must request a minimum of three (3) consecutive hours off. PPH must be taken in full days.
 - e. Leaves under this provision may not be taken previous to, or subsequent to, statutory holidays.
- 19.02 (a) The Employer will grant leaves of absence without loss of seniority to an aggregate of two hundred fifty (250) working days during a calendar year for the entire bargaining unit when requested by the Union in writing at least seven (7) calendar days before the leave is to commence and provide that such leave does not unduly interfere with the operational requirements of the Employer, for employees who have been appointed or elected by the Union to attend an official Union function such as a convention, conference, counsel or education course. During such Union leaves of absence, the

Employer shall pay the employee his/her regular salary and maintain benefits as if he/she had worked, and the Union shall reimburse the Employer for that same amount, including the cost to cover benefits on receipt of a bill which indicates the benefits breakdown for each employee, from the Employer.

(b) At no time shall absence to prepare for negotiations be included against the above noted leave time.

19.03 (a) The Employer will grant pregnancy and parental leaves of absence in accordance with the requirements of the Employment Standards Act of Ontario. Upon an employee's return to work from the leave of absence under this article, such employee shall be reinstated to his/her former position if such position still exists unless he/she has been displaced by a more senior bargaining unit employee who obtains the position pursuant to sub-article 15.05. If this is the case, he/she shall be provided with alternate work of a similar nature at not less than his/her wages and benefits in effect at the commencement of his/her leave of absence plus any increase pursuant to this Agreement. An employee shall accrue seniority during such leaves of absence.

(b) Upon application to the Executive Director an employee may request an additional unpaid leave of absence up to a maximum of 2 years, inclusive of pregnancy/parental leave provisions in the Employment Standards Act, 2000. During such leave of absence, the employee shall continue to accrue seniority. The employee's entitlement to participate in the benefit plan (s) shall be in compliance with the Employment Standards Act, 2000.

19.04 An employee on leave of absence, other than sickness or injury,

(a) for not more than six (6) months and regardless of whether such employee has been replaced during such leave by a temporary employee, or

(b) for more than six (6) months but who has been replaced during such leave by a temporary employee, shall, on the termination of such leave and if returning to work, be placed in the position held by him/her immediately prior to the commencement of such leave if such employee had been regularly scheduled to work in a particular position, and if previously on call, shall be restored to the call in list.

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

ARTICLE 20 - JOB SECURITY

20.01 (a) The Employer shall not contract out any work normally performed by members of the bargaining unit, if, as direct result of such contracting out, a layoff of any employees covered by this Collective Agreement occurs. Contracting out to an employer who is organized and who will employ the affected employees of the bargaining unit who would otherwise be laid off is not a breach of this Agreement.

(b) The transfer of a Program within Community Living Windsor to another agency, as directed by the Provincial Ministry, shall not constitute a breach of this Agreement. Upon such transfer of services, subject to sub-article 15.05 (Layoff and Recall), the Employer shall endeavor to ensure the employment of the employees affected by the transfer of

services, firstly, at the option of the employee within Community Living Windsor and then within the employ of the agency to which the service is being transferred.

As far in advance as possible, the Employer will meet with the Labour Management Committee to discuss planned changes to its structure, operations and/or services which may substantially impact the work and/or job security of bargaining unit employees.

- (c) The Employer agrees that no bargaining unit position shall be replaced either temporarily or permanently with a volunteer worker(s) nor shall an employee be laid off as a result of the Employer utilizing the services of volunteers.

20.02 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with any other agency, the Employer will use its best efforts to ensure retention of all seniority and benefits currently enjoyed by its employees with the successor employer. The Employer shall invite the Union to participate in meetings dealing with personnel related issues affecting bargaining unit employees.

20.03 Supervisors, placement students, grant workers and volunteers shall not perform work normally performed by employees in the bargaining unit if as a result any such employee is laid off. Grant employees, whose contracts require Union approval, and Workfare participants may only perform work normally performed by employees in the bargaining unit upon the mutual agreement of the Labour/Management Committee.

ARTICLE 21 - BULLETIN BOARDS

21.01 The Employer shall provide space on bulletin boards or communication books for the Union notices at each support location. The location of these notices will be included on an orientation checklist at all support locations. The Union shall have the right to post or place notices provided that such notices shall have been signed by the President of the Local Union or in his/her absence by his/her designate prior to the posting thereof and that the subject matter of all such notices shall be restricted to notices pertaining to the recreational or social activities, notices of meetings or notices of results of elections. Provided further that no notices shall be posted or placed by the Union on such bulletin boards or at the mutually agreed designated place containing advertising or political matter. The Employer agrees that for distributing the aforesaid notices, the Union may use the Employer's interoffice mail service.

21.02 The Employer shall permit the Union access to the inter-office mail service and e-mail, for the distribution of Union information. Such usage shall not exceed one (1) delivery per week.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 (a) The normal hours of work for full-time employees, except full-time Direct Support Professionals in residential support areas employed in "sleep in positions" shall be forty (40) hours per week, on an eight (8) consecutive hour per day, five (5) day per week basis, including one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute coffee breaks per day, one to be taken during the first half of the shift and the other during the second half of the shift and to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee's Support Manager.

- (b) Part-time and substitute employees shall be entitled to one fifteen (15) minute coffee break during each four (4) hour period worked to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee's Support Managers.
- (c) The hours that all employees work are established from time to time by the Job Descriptions for the respective positions as established by the Employer. An employee shall be paid for all hours of work in accordance with Schedule "A".
- (d) The regularly scheduled hours and days of work for each full-time and part-time employee at all locations shall be posted on the scheduling system at all times. This schedule must reflect any and all changes to hours of work resulting from vacations, Union leaves and other leaves of absence. A copy of the work schedule shall be given to the President of the Union. In drawing up the regularly scheduled hours and days of work, the Employer shall provide:
 - (i) work schedules to provide employees with at least four (4) days off in each two week period;
 - (ii) work schedules which do not require an employee to work more than six (6) consecutive days unless
 - (a) it is at the employee's request, or
 - (b) it is an emergency situation beyond the control of the Employer.

- 22.02 (a) The normal hours of work for all full time employees in Residential support area employed in "sleep in positions" shall be fifty (50) hours per week on a ten (10) hour per day five (5) day week basis. The hours that such employees shall work shall be established by the Employer. An employee so employed in a "sleep in position" shall be paid for a ten (10) hour day at the rate of seven (7) hours at the rate per hour provided in Schedule "A" for the "sleep in" period of their regular shift, and three (3) hours at the basic salary rate for such employee established by Schedule "A" with no overtime premium. If such employee is awakened to respond to or address a situation during the sleep hours, he/she shall have all such time paid at the basic salary rate established by Schedule "A" with no overtime premium but subject to a minimum of one (1) hour's pay for each situation, provided that a report is completed prior to the employee leaving work in the case of a serious incident (individual(s) supported illness, injury or property damage) and all other instances that a note is made in the Communication Book and on the Weekly Payroll Sheet in the comment section. Employees who are requested to and do work more than their normal hours of work up to four (4) additional hours shall be paid at their regular rate of pay, without overtime premium, in accordance with the work performed during such additional hours. All further additional hours worked per week in excess of four (4) additional hours as aforesaid shall be paid at time and one-half their regular rate of pay, in accordance with the work performed during such further additional hours.
- (b) Part-time or substitute employees who are awakened to respond to or address a situation during the sleep hours, shall be paid as per sub-article 22.02(a) for such situation.

22.03 A Support Manager may require an employee to work more than the normal hours of work, and when such additional hours are required or authorized (in advance except in an emergency) by the Support Manager or his/her designated alternate, an employee (other than Direct Support Professionals employed in sleep-over positions) shall be paid for such overtime hours as follows:

- (a) up to forty-four (44) hours per week, regular rate;
- (b) additional hours in excess of forty-four (44) hours in a week, one and one-half (1 1/2) times the regular rate.
- (c) Additional emergency hours in excess of four (4) emergency hours prescribed in Article 22.04(b) below, one and one half (1 ½) times the regular rate.

Provided that in any event, an employee who qualifies for overtime in either (b) or (c) above shall not be paid overtime for both.

- 22.04 (a) Except for emergencies, overtime shall be on a voluntary basis. Insofar as it is practical to do so, overtime shall be equitably shared among the employees in the same program qualified to perform the specific duties.
- (b) An employee required to remain at work on overtime on an emergency basis beyond his/her scheduled hours of work, shall be paid overtime pursuant to Article 22.03(c) for all additional emergency hours worked in excess of four (4) consecutive emergency hours.
- (c) The Employer shall provide a minimum of three (3) hours work or, if no work is available, three (3) hours pay at the appropriate rate whenever an employee is called in to work.
- (d) It is clearly understood that when an employee works a combination of awake and sleep overtime hours, the overtime rate of pay shall be calculated at the rate most advantageous to the employee.
- (e) A staff team meeting that is mandatory shall be paid for a minimum of three (3) hours. Staff team meetings that are not mandatory shall be paid on the basis of actual time in attendance.
All training that is mandatory shall be paid on the basis of actual time scheduled, or in attendance, whichever is greater.
- (f) Volunteer Emergency List 24 hr Supported Homes
- (a) Provided there are no conflicts the Direct Support Coordinator and Manager will jointly create and maintain an emergency list of employees who are willing to come into work to support people who are experiencing a medical emergency/crisis requiring hospitalization.
 - (b) The volunteer emergency list will only be used in the event that there are no employees available to accompany the person supported.
 - (c) The volunteer emergency list calls will be done by seniority based on the last posted seniority list.
 - (d) The employee will remain at the hospital with the person supported until such time as that employee is relieved by another employee.

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

22.06 At the option of the employee, and subject to the maintenance of required staff ratios and the availability of qualified staff, time off at the appropriate overtime basis as defined in sub-article 22.02 and 22.03, may be granted in lieu of overtime pay, such time to be taken within twelve

(12) months of the performance of the overtime work. Unless otherwise mutually agreed in writing, lieu time not taken within twelve (12) months will be paid at the appropriate rate.

22.07 When a full time or part time employee who has completed his/her normal hours of work and has left the Employer's premises is required to return to perform additional work, such employee shall be entitled to a minimum of three (3) hours work at the appropriate rate for all hours worked. At the option of a full time employee, he or she shall be entitled to the equivalent time off within twelve (12) months to be taken in accordance with Sub-Article 19.01(b) or Sub-Article 23.01(g).

Subject to the limitation on banked hours outlined in Article 24.04(b)(ii), at the option of a part time employee he or she shall be entitled to the equivalent time off within twelve (12) months, to be taken in accordance with Sub-Article 19.01(b) or Sub-Article 23.01(g).

22.08 When the daily overtime provision is triggered, per article 22.04 (b), and the affected employee has not received at least twenty-four (24) hours' notice prior to the commencement of the overtime, such employee shall be eligible for a meal reimbursement of up to nine dollars (\$9.00) upon submission of a valid receipt for reimbursement to their manager.

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

22.10 Employees may be permitted to exchange shifts within a work unit, provided that the employee has an existing orientation at that support location. For clarity, orientations shall not be provided for the purpose of switching shifts. Employees requesting a shift exchange shall provide the Support Manager with their written request through the scheduling system at least one (1) week in advance. Approval of the shift exchange shall not be unreasonably withheld. Shift exchanges shall not result in either employee working back to back shifts or becoming entitled to be paid overtime. Any shift exchange shall not regularly result in a reduction of hours which causes any employee to fall below the number of hours required to qualify for their benefits during any pay week (40 hours for full time employee and 24 hours for part time employees).

22.11 (a) AVAILABILITY

1. Employees shall indicate their availability by day of the week for the following shift blocks:

D: Day shifts between 6 a.m. and 6 p.m.

A: Afternoon shifts between 10 a.m. and 10 p.m.

E: Evening shifts between 1 p.m. and 1 a.m.

N: Night shifts between 9 p.m. and 9 a.m.

(i.) At locations where employees are currently being scheduled for shifts that start or finish outside of the recognized shift blocks, shift blocks for those locations shall be deemed to include the hours that fall outside the recognized shift block hours. In the event that further situations arise that require changes to recognized shift blocks as a result of specific support situations, these situations will be brought to

the labour-management committee for discussion, prior to the implementation of the revised block.

- (ii.) Employees will be allowed to note exceptions to availability for a shift block on specific dates in the Scheduling System.

2. FULL TIME/PART TIME

- (i.) Full and Part time employees who have indicated availability shall at all times have three (3) months of availability indicated on the scheduling system.
- (ii.) Full-Time and Part-Time employees may indicate availability for designated shift blocks in the scheduling system but are not required to indicate availability for a minimum number of shift blocks.
- (iii.) Full time and Part time employees have the option to limit their availability to strictly "call-in." This is noted on the scheduling System.
- (iv.) Full time and Part time employees have the option to limit their availability to strictly their home location. This is noted on the scheduling System.
- (v.) Full time and Part time employees have the option to limit their availability to locations where they have orientations. This is noted on the scheduling System.
- (vi.) Full time and Part time employees have the option to denote sleep or awake corresponding to the 9 p.m. to 9 a.m. shift block. This is noted on the scheduling System.

3. SUBSTITUTE EMPLOYEES

- (i.) A substitute employee must indicate four (4) shift blocks of availability in a week, unless a leave of absence request has been submitted and approved by their Manager in advance, in accordance with Sub-Article 23.01 (g). A leave of absence request will also be required if the employee is scheduled for a shift and subsequently decides he/she is not available to work. All leave of absence requests made by substitute employees in this instance must be submitted at least fourteen (14) days in advance to the employee's Manager and will be approved subject to scheduling requirements, pursuant to 23.01(e), and/or subject only to the applicable leave provisions of the Employment Standards Act, 2000.
- (ii.) All Substitute employees shall be considered available for all paid holiday
- (iii.) All substitute employees shall, at times , have three (3) months of availability indicated in the scheduling System.

4. SUBSTITUTE EMPLOYEES – SUPPORTED HOMES

- (i.) Shall at all times indicate availability for shift blocks commencing on a minimum of three (3) different days each week (Sunday to Saturday)
- (ii.) Shall indicate availability to work at least four (4) shift blocks per week (Sunday through Saturday) utilizing the scheduling System.
- (iii.) Shall indicate to work at least one (1) of the four (4) weekly shift blocks for a Saturday or Sunday.
- (iv.) Shall indicate availability for at least one (1) of the four (4) weekly shift blocks for a night shift. A weekend night shift block will be counted as both a night shift and a weekend shift.

5. SUBSTITUTE EMPLOYEES WHOSE BASE LOCATION IS VENTURES:

- (i.) Shall indicate availability for shift blocks commencing on a minimum of four (4) different days each week (Monday to Friday).
- (ii.) Shall indicate availability to work the 6am to 6pm shift block at least four (4) times per week (Monday to Friday) utilizing the scheduling System.

6. SUBSTITUTE EMPLOYEES WHOSE BASE LCOATION IS DTC:

- (i.) Shall indicate availability for shift blocks commencing on a minimum of three (3) different days each week (Sunday to Saturday).
- (ii.) Shall indicate availability to work at least four (4) shift blocks per week (Sunday to Saturday), utilizing the 6am-6pm and/or 10am-10pm shift blocks, utilizing the scheduling System.
- (iii.) Shall indicate availability for at least one (1) of the four (4) weekly shift blocks for a Saturday or Sunday.

(b) SCHEDULING REPLACEMENT HOURS

“Scheduling Replacement Hours” refers to shifts that are not regularly scheduled and are assigned 14 days or more in advance of the shift start date.

“Steps” refer to the procedure in 22.11(C)(4).

1. All employees shall be scheduled, using Step 1 of the backfill list, according to their availability.
 - (a.) The available shift shall be assigned to the highest seniority employee who appears on Step 1 of the backfill list for the affected shift and who has not been scheduled for additional hours during the affected pay week (Sunday to Saturday).
 - (b.) Where all employees on Step 1 of the backfill list for the affected shift have been scheduled for additional hours during the affected pay week (Sunday to Saturday), the shift shall be assigned to the highest seniority employee appearing on Step 1.
 - (c.) Step 2 of the backfill list may be used to schedule employees, subject to approval by the affected Managers and subject to operational requirements.
2. Once an employee has been scheduled for or accepts a shift(s), it cannot be cancelled by the employee unless prior authorization has been given by the Support Manager.
3. There shall be no change to an employee’s scheduled days and hours of work less than fourteen (14) days before the date of the shift being changed/cancelled except in circumstances beyond the employer’s control, situations pursuant to Sub Article 16.03, or by mutual agreement of the Employer and the employee whose schedules are being changed. In these cases:

- (i.) The employee will be reassigned to work available hours at any location for a minimum of three (3) hours, or
- (ii.) The employee may choose to forfeit their shift without pay.
- (iii.) In circumstances where the change is as a result of a manager's error, the employee will be provided with work for the number of hours scheduled and that reflect the start time and end time original shift.

In the circumstances outlined above, the employee shall be notified by e-mail and telephone.

4. Scheduled days and hours of all employees, if changed, will not fall outside the hours and days listed on their current availability, unless mutually agreed upon by the employee and employer. The employer reserves the right to reassign work hours by a maximum change of three (3) hours earlier or later, within the shift block that was originally assigned, in instances where the needs of the people supported require such flexibility, and the employer was unaware of the need at the time the shift was scheduled. Where an employee's shift is changed within 14 days of the scheduled shift the provisions of 22.11(B)(3) will apply.
5. All approved leaves of absence, vacation or paid holidays known fourteen (14) days or more in advance will be scheduled using the availability indicated on the scheduling system according to seniority. Availability on the scheduling system cannot be used to request leaves.
6. Full-Time and Part-Time employees shall be advised of their scheduled dates and hours of work on an ongoing basis utilizing the scheduling System.
7. Notwithstanding 22.11(B)(3) above, a full time or part time employee who had previously been granted leave may cancel their leave at least 48 hours in advance of the starting of the shift on a maximum of five (5) occasions each calendar year. The employee who was scheduled to fill that shift shall have their shift cancelled with no right to receive compensation or a replacement shift.
8. Substitute employees shall be advised of their scheduled days and hours of work in accordance with their availability, not less than fourteen (14) days in advance, utilizing the scheduling System.
9. Substitute employees shall be scheduled on a unit wide basis. Substitute employees will be assigned to a base home.
10. Notwithstanding all of the above, substitute employees are entitled to eight (8) non-accumulating shift blocks of vacation per year which will be granted subject to scheduling requirements. Vacation pay for substitute employees shall be paid in accordance with Sub-Article 23.01 (e).
11. Vacation blocks for substitute employees cannot be carried into the next year.

22.11(c) CALL-IN PROCEDURE

“Call-In” refers to shifts that are not regularly scheduled and are assigned less than 14 days in advance of the shift start date.

1. For call-in purposes, employees will be called in accordance with 22.11(C)(3) or 22.11(C)(4). Once an employee accepts a shift(s), it cannot be cancelled by the employee unless prior authorization has been given by the Manager.
 - (i.) The parties recognize that substitute employees are expected to regularly cover absences on a scheduled and on a call-in basis. Therefore, a substitute employee who does not work the minimum number of required call-in shifts shall lose his/her seniority and his/her employment shall be terminated, pursuant to Article 15.03(i).
2. Shifts that become available on less than fourteen (14) days’ notice shall be filled as follows:
 - i. Shifts at Ventures, Downtown Centre or employment Supports shall be filled pursuant to sub article 22.11(C)(3).
 - ii. Shifts in all other areas shall be filled pursuant to sub-article 22.11(C)(4) except that available shifts will not be offered to employee already scheduled to work during the available hours, to employees on vacation or other approved leave or to employees who have not advised of their availability for the shift to be filled.
3. In the event there are available hours which the Employer intends to fill at Ventures, Downtown Centre or Employment Supports the Employer shall, prior to utilizing the call-in procedure in sub-article 22.11(C)(4) offer the hours to employees already scheduled to work fewer hours that day at the location, in order of seniority, provided the employee would not work in excess of forty-four (44) hours per week as a result of accepting the available hours, unless proper authorization is given.
4. The parties agree to the following procedure to fill available hours not filled pursuant to sub-article 22.11(C)(3):

The scheduling system availability at the time of the call for each location shall be utilized to fill all hours of work that become available over and above the regularly scheduled hours.

- a. **STEP 1:** In the event there are available hours which the Employer intends to fill, the available hours shall first be offered, in order of seniority, to employees assigned to the unit in accordance with their availability on the scheduling system, provided that the employee would not work two consecutive shifts that are in excess of thirteen (13) hours combined or in excess of forty-four (44) hours per week as a result of accepting the available hours.

- b. STEP 2: Where the available hours cannot be filled utilizing the above procedure, the available hours shall be offered, in order of seniority, to employees from outside the Unit who have been orientated to the location, in accordance with their availability on the scheduling system, provided the employee would not work two consecutive shifts in excess of thirteen (13) hours combined or in excess of forty-four (44) hours per week as a result of accepting the available hours.
- c. Step 3: Where the available hours cannot be filled utilizing the above procedure, the available hours shall be offered, in order of seniority to employees who have been orientated to the location, in accordance with their availability on the scheduling system, even if this results in an employee working an excess of forty-four (44) hours per week provided that it would not result in the employee working more than sixty (60) hours per week.
- d. STEP 4: Where the available hours cannot be filled utilizing the above procedure, the available hours shall be offered, in order of seniority, to employees from outside the Unit who have NOT been orientated to the location in accordance with their availability on the scheduling system, provided the employee would not work an excess of thirteen (13) hours in a day, or in excess of forty-four (44) hours per week.

On step 4, the employee attempting to fill the available shift shall have the option to fill that shift by the most convenient method of the following:

- (a.) By Utilizing Step 4 of the call-in list.
- (b.) By sending agency-wide email to cover the shift in a first come first served manner, excluding employees who don't meet the criteria for Step 4. The email will include the text: "Step 4 shift available (no overtime, no breaking rules, orientation can be provided)."
 - (i.) The employee attempting to fill the shift on Step 4 shall wait at least ten (10) minutes after sending the agency-wide email before proceeding to Step 5.
- e. STEP 5: Where the available hours cannot be filled utilizing the above procedure, the available hours shall be offered, in order of seniority, to employees from outside the Unit, who have NOT been orientated to the location, in accordance with their availability on the scheduling system. An employee may work in excess of forty four (44) hours per week provided it would not result in the employee working more than sixty (60) hours per week. Where an employee would work in excess of sixty (60) hours by accepting all of the available hours, the employee will be offered that part of the available hours that will not result in them working over sixty (60) hours as long as this would not result in any employee working a shift of less three (3) hours.

On Step 5 only, the employee attempting to fill the available shift shall have the option to fill that shift by the most convenient method of the following:

- a) By utilizing Step 5 of the call-in list
- b) By sending agency-wide email to cover the shift in a first come first served manner. The email will include the text: "Step 5 shift available (overtime allowed, breaking rules allowed, cannot go over 60 hours, orientation can be provided)."

- c) By choosing to stay to cover the shift themselves (not subject to daily overtime)
 - d) In order to qualify for the provisions of Article 22.03(C), which deals with being “stuck”, a Step 5 call-in list or a Step 5 email must have been completed/sent within six (6) hours before the commencement of the affected shift. If no valid responses are received two (2) hours before the commencement of the available shift, the affected employee may deem themselves “stuck” and shall be entitled to the provisions of 22.03(C).
 - (i) If the shift becomes available less than two (2) hours before it is scheduled to begin, the employee filling the shift using the Step 5 agency-wide email is only required to wait ten (10) minutes for a valid response before deeming themselves “stuck”.
 - (ii) In any event, if another employee responds as available within two (2) hours before the affected shift is scheduled to begin, the “stuck” employee shall have the option to keep the shift or to assign the shift to the alternate employee.
5. Full and Part-time employees who have indicated their availability to work additional shifts using the scheduling system, and who refuse three (3) shifts on three (3) separate days in a calendar month, within a specific support location, without reasonable cause, shall not be considered for additional shifts for a period of six (6) months at that support location.
 6. Responses for each call including time of call shall be recorded. Where a dispute arises, the relevant scheduling system information shall be made available to the Union President or his or her designate by the appropriate Support Manager.
 7. All programs shall have a call-waiting or call-answer feature on their telephone to ensure employees called for work have access to return calls.

ARTICLE 23 - VACATION WITH PAY

- 23.01 (a) Full-time employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment less any vacation entitlement under sub-clause (b) below already received. Part-time and substitute employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment.
- (b) A full-time employee who has more than six (6) months service but less than one (1) year’s service shall be entitled to one (1) day’s vacation with pay for each completed month of service up to a maximum of ten (10) working days with vacation pay.
- (c) Vacation pay is computed from the date of commencement of employment in accordance with the following schedule:

Vacations With Pay Allowances

(i) Full Time Employees

During Year	Days Earned Per Year	Hours Earned Per Year	Hours Earned Per Month
1	10	80	6.6666
2	10	80	6.6666
3	15	120	10
4	15	120	10
5	15	120	10
6	16	128	10.6666
7	17	136	11.3333
8	18	144	12
9	19	152	12.6666
10	20	160	13.3333
11	20	160	13.3333
12	21	168	14
13	21	168	14
14	21	168	14
15	26	208	17.3333
25 and after	27	216	18

(ii) Sleep Over Employees

During Year	Days Earned Per Year	Hours Earned Per Year (Sleep Staff)	Hours Earned Per Month (Sleep Staff)
1	10	100	8.3333
2	10	100	8.3333
3	15	150	12.5
4	15	150	12.5
5	15	150	12.5
6	16	160	13.3333
7	17	170	14.1666
8	18	180	15
9	19	190	15.8333
10	20	200	16.6666
11	20	200	16.6666
12	21	210	17.5
13	21	210	17.5
14	21	210	17.5
15	26	260	21.6666
25 and after	27	270	22.5

- (d) Earned Vacation days will be credited to an employee at the beginning of each attendance (calendar) month based on the rate of 1/12 of what the employee is earning in the way of vacation credits at that time. A completed attendance (calendar) month is deemed to be a month in which an employee has received no less than ten (10) days pay.

In determining if an employee entitled to ten (10) days pay in an attendance (calendar) month, periods covered by sick leave allowance or periods covered by Worker's Safety and Insurance payments will be counted, provided the employee has performed ten (10) days work for the Employer during the vacation year.

- (e) Upon receipt of two (2) weeks prior notice, up to three (3) times annually, part-time and substitute employees shall be entitled to receive vacation pay on earnings to date. The remaining vacation pay will be paid the first pay period of December each year.

<u>During year</u>	<u>Vacation Pay</u> <u>% of gross earnings</u>
1 - 4 years	4%
5 - 14 years	6%
15 years or more	7%

Part-time employees shall be granted days off work without pay equal to the number of days the employee is regularly scheduled to work during the following vacation time:

<u>Vacation time off</u>	
1 – 4 yrs	- 2 weeks
5 – 14 yrs	- 3 weeks
15 yrs or more	- 5 weeks

Part-time employees may take their vacation days off in a single day increments subject to the employee's staffing requirements.

- (f) A part-time employee who has more than one (1) year of service shall receive upon request a vacation leave of absence without pay of two (2) weeks.
- (g) Vacations requests may only be submitted to the employer for approval at any time between ten (10) days in advance and ninety (90) days in advance of the commencement of the requested vacation period.

Such requests shall be considered for approval within ten (10) calendar days of the submission, and will be approved subject to operational needs. All vacation requests shall be considered on a first come first served basis within a location. Where two or more employees working in the same location make leave requests on the same day, and those requested leaves are for identical dates, the employee with higher seniority shall be granted the leave, subject to operational requirements.

In the event that an employee's vacation is denied, their "first come first served" status for the denied date is rendered null. All subsequent vacation requests for the originally requested date shall be considered solely by their own submission date(s).

Employees entitled to more than two (2) weeks of vacation may elect to take one (1) of such additional weeks' vacation in increments of up to five (5) consecutive days provided that such request is submitted consistent with this provision. Notwithstanding the

aforementioned, the Employer may grant vacation periods to which an employee is entitled upon request if an extenuating circumstance warrants the request. Vacation pay will be paid to the full-time employee on the regularly scheduled pay day. Vacation days can only be approved to the extent of expected accumulated vacation days earned and unused at the time of commencement of vacation.

- (h) Employees may only carry over to the next calendar year a maximum of fifteen (15) days and shall retain those days in their bank but shall not be entitled to add any further days to that bank until it falls below the maximum of fifteen (15) days. Employees who have more than fifteen (15) unused vacation days at the end of the calendar year shall be paid out those days. This payout shall not apply to previously grandfathered employees who have an excess carry-over vacation bank as of the date of ratification, or any employee returning from a WSIB leave lasting longer than (6) months. In this case this employee shall have the option of using any banked vacation time within six (6) months of the date of return. Employees may elect to cash in fifty percent (50%) of their unused vacation credits, up to twice per calendar year to a maximum of ten (10) days annually. Employees may make application to the Executive Director to carry over additional days to be used at a later date not to exceed a two (2) year period.
- (i) For purposes of this Article 23, a vacation year means twelve (12) month period commencing with the employee's individual anniversary date of employment. In addition to the employee's entitlement to take vacation days in the year in which such vacation days are earned, as provided in Article 23.01(c) above, employees shall be entitled to take vacation days during the vacation year following the vacation year in which such vacation days were earned.
- (j) When a paid holiday falls during an employee's approved vacation period, he/she shall, upon written notification to the employee's Support Manager prior to the commencement of the vacation period designated which option he/she selects, add another day to his/her vacation period or take another day off at a later date not later than his/her next vacation period.
- (k) Employees who accompany People Supported on approved vacations shall be paid on the basis of twelve (12) regular straight time hours per day, without overtime.
- (l) Upon termination of employment, death or retirement, a full-time employee or his/her estate shall be entitled to vacation pay prorated from the preceding anniversary date to the date of termination, death or retirement. In the case of a part-time or substitute employee vacation pay will be calculated on the gross earnings since the last payment of vacation pay to the termination of employment, death or retirement. In the event of death such vacation pay shall be paid to their personal representative of the deceased employee.

ARTICLE 24 - PAID HOLIDAYS

During the term of this Agreement, the Employer will provide employees with the following paid holidays:

Date of Stat Holiday	Date
Good Friday	April 10, 2020
Easter Monday	April 13, 2020
Victoria Day	May 18, 2020
Canada Day	July 1, 2020
Civic Holiday	August 3, 2020
Labour Day	September 7, 2020
Thanksgiving Day	October 12, 2020
Christmas Day	December 25, 2020
Boxing Day	December 26, 2020
New Year's Eve Day	December 31, 2020
New Year's Day	January 1, 2021
Good Friday	April 2, 2021
Easter Monday	April 5, 2021
Victoria Day	May 24, 2021
Canada Day	July 1, 2021
Civic Holiday	August 2, 2021
Labour Day	September 6, 2021
Thanksgiving Day	October 11, 2021
Christmas Day	December 25, 2021
Boxing Day	December 26, 2021
New Year's Eve Day	December 31, 2021
New Year's Day	January 1, 2022
Floating Holiday	The dates for observance of the Floating Holiday shall be set by mutual agreement of the parties.

Holiday Pay shall be calculated in accordance with the provisions of the Employment Standards Act, 2000 and the amendment thereto.

- (b) Where a paid holiday is observed on a full time employee's regularly scheduled day off and the employee qualifies pursuant to sub-article 24.02, the employee shall receive a day off in lieu, to be taken at a mutually agreed date within one year of the observance of the paid holiday, to be taken in accordance with Sub-Article 23.01(g).

24.02 (a) In order to qualify for holiday pay, all employees must have worked his/her scheduled regular day of work preceding and his/her scheduled regular day of work following such holiday unless he/she has been excused by the Employer to be absent specifically on either or both such qualifying days or is absent due to illness or injury confirmed by medical certificate, if required by the Employer, provided an employee absent due to illness or injury shall qualify for holiday pay only so long as he/she is receiving pay directly from the Employer.

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

24.04 (a) Full-time employees who are required to work on a paid holiday may elect one of the following methods of compensation:

- (i) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and, if entitled to holiday pay, or
- (ii) to be paid for the time worked at one and one-half (1 1/2) times their regular rate of pay and, if entitled to holiday pay, to take off with pay one (1) regular working day at their regular rate of pay, such day to be taken off to be within one (1) year after the holiday and to be mutually agreed upon by the Employer and the employee, to be taken in accordance with Sub-Article 23.01(g).
- (b) (i) Part-time and substitute employees who are required to work on a paid holiday will be paid for the time worked at one and one-half (1 1/2) times their regular rate and, if entitled thereto, the regular holiday pay.
- (ii) Notwithstanding the above, part-time employees who work on paid holidays may elect, at any time, to bank one and one-half (1 1/2) times the hours worked on paid holidays, to a maximum of eighty-five (85) hours to be taken off with pay (at the employee's regular rate), such days to be taken off within one (1) year after the holiday and to be mutually agreed upon by the Employer and the employee, to be taken in accordance with Sub-Article 19.01(b) or 23.01 (g).

- 24.05 (a) The amount of holiday pay to be paid to an eligible full-time employee is the regular rate of pay the employee would have received for the day had the day not been a paid holiday.
- (b) The amount of pay to be paid to an eligible part-time or substitute employee shall be the total amount of the employee's regular wages and vacation pay payable to the employee in the two (2) pay periods before the work week in which the holiday occurred, divided by twenty (20).

24.06 Notwithstanding the provisions of this Article, full-time and part-time employees who have attained seniority, shall be entitled to the following paid personal holidays, to be taken in the calendar year on the date mutually agreed to by the Employer and the employee:

- (i) full-time seniority employees: three (3) days
- (ii) part-time seniority employees: three (3) days

The entitlement above to paid personal holidays shall be pro-rated during the first year of an employee's employment.

ARTICLE 25 - SICK LEAVE

- 25.01 (a) One hundred and twenty (120) hours (one hundred and fifty (150) hours for sleep-in positions) of sick leave credits are granted to each full-time employee who has attained seniority and who is in active employment for each attendance year which is the twelve (12) month period commencing January 1st in each year (i.e. calendar year). This bank of credits will be reduced appropriately as absences due to sickness or accident (not covered by Worker's Safety and Insurance) during the attendance year and the employee is paid the employee's regular salary during such absences. Sick leave will not be paid for absences due to accidents and disablements incurred while employed by anyone other than the Employer or while self-employed for gain. Where an employee received reimbursement for lost salary from any third party, including the employee's own insurer,

for any absence the employee shall reimburse the Employer for all sick leave paid during such absence and the employee shall be re-credited with sick leave credits which had been used as a result of such payment for which the Employer reimbursed. For the purposes of this Article, an employee shall be considered to be in active employment provided such employee has seniority and is not in receipt of long-term disability benefits. Effective upon ratification, those part-time employees who have been employed by the Employer for one (1) year or greater and are regularly scheduled to work less than twenty-four (24) hours per week shall be granted sixteen (16) hours (twenty (20) hours for sleep-in positions) of sick leave credits. Part-time employees who are regularly scheduled to work twenty-four (24) or more hours per week shall be granted thirty-two (32) hours of sick leave credits. Part-time employees who are regularly scheduled to work thirty-two (32) or more hours per week shall be granted sixty-four (64) hours of sick leave credits. Sick leave credits for all part-time employees from the previous calendar year and not used by such employees shall be carried over to the next year to a maximum of two hundred and forty (240) hours. Such sick leave credits may only be used for days on which a part-time employee is scheduled to work. There shall be no pay-out of part-time sick leave.

- (b) An employee shall be required to notify his/her supervisor or a designate of his/her absence due to sickness at least one (1) hour before the commencement of his/her shift.
- (c) Where no one at home other than the employee can provide for the needs during illness of a dependent living with the employee, an employee shall, after notifying his/her supervisor, use sick leave credits to cover the employee's absence from work on one (1) day for no more than one (1) shift per illness.
- (d) Sick leave credits may be used in a minimum of two (2) hour increments and quarter (1/4) hour increments thereafter.

25.02 A newly hired full-time employee who attains seniority will be credited on attaining seniority with a prorated share of sick leave credits, retroactive from date of hire to end of the current attendance year. A part-time employee who attains one (1) year seniority will be credited with a prorated share of sick leave credits, retroactive from the date that they attained one (1) year seniority to the end of the current attendance year.

25.03 If a probationary full-time employee who has completed one (1) month of service is absent due to sickness or non-compensable accident, such employee will be paid for such absence up to a maximum of three (3) days, which will be adjusted later as follows:

- (a) on attaining seniority the sick days paid during the probationary period will be deducted from such employee's sick leave credits received on attaining seniority;
- (b) if such employee's employment is terminated prior to attaining seniority, the sick days paid will be deducted from such employee's final pay settlement cheque.

25.04 A medical certificate must be provided by an employee for absence due to sickness or accident of more than three (3) working days. Further medical certificates must be provided if the employee does not return to work on the date of return stated on the last certificate provided to the Employer, or every six (6) weeks if no date of return is stated on the last certificate provided to the Employer. The Employer reserves the right to require a medical certificate for any absence due to sickness or accident of less than three (3) working days from an employee who has been absent on six (6) or more separate occasions due to sickness or accident during the then current

calendar year. Any cost incurred for a medical certificate shall be shared equally between the employee and the Employer. If there is an extra charge for the annual medical or the medical for the Class F license, the Employer will reimburse the employee for such cost. Completion of an FAF that is requested by the employer shall be reimbursed 100% by the employer.

- 25.05 Banked sick days are granted at the commencement of each attendance year to full-time employees who have as of that date attained one (1) year's seniority. Banked sick leave days shall consist of one hundred percent (100%) of sick leave credits remaining unused at the end of the attendance year just completed to a maximum of six hundred and eighty (680) hours (eight hundred and fifty (850) hours for sleep-in positions). These sick days are credited in addition to the regular sick leave credits granted at the commencement of each attendance year.
- 25.06 Upon termination of employment of a full-time employee who has attained at least one (1) year's seniority, other than a termination for just cause, such employee shall be entitled to be paid as severance pay, calculated at the employee's then regular rate of pay, the total to the following:
- (i) that proportionate part of the current year's sick leave credits which period from the commencement of the current attendance year to the date of termination bears to the entire attendance year which remains unused, at one-third (1/3) of their value, plus
 - (ii) all unused accumulated banked sick days at sixty percent (60%) of their value.
- 25.07 Full-time employees who have attained one (1) year's seniority who are absent on sick leave and have exhausted their accumulated sick day credits may request the Employer to apply against their continuing absence on sick leave any outstanding unused vacation credits. Part-time employees who have attained one (1) year's seniority who are absent on sick leave and have exhausted their accumulated sick day credits may request the Employer to apply against their continuing absence on sick leave any outstanding accrued vacation pay.

ARTICLE 26 - BENEFITS

- 26.01 The Employer will pay for coverage for each full-time employee and eligible dependents only, upon attaining seniority, in accordance with the terms and provisions of the insurance contracts and plans providing the coverage, the following premium costs:
- (a) One hundred percent (100%) of the cost of the Employer Health Tax (OHIP).
 - (b) One hundred percent (100%) of the cost of the Extended Health Care and Prescription Drug Plan with mandatory generic drug substitution only (including chiropractor - \$450/calendar year and naturopathic services - \$300/calendar year) with 100% reimbursement and no deductible amount including semi-private hospitalization coverage and out-of-province coverage, all as provided by the Employer's present policies with Standard Life, ACE Life, Green Shield or their equivalent.

Clarity note: the parties recognize and agree that with respect to the mandatory generic drug substitution, non-generic drugs may be covered provided only if a medical health professional reports adverse reactions to the generic drugs, deems it medically necessary,

and completed the requisite Canada Vigilance Adverse Reaction Reporting Form on behalf of the employee.

- (c) For employees under 65 years of age, one hundred percent (100%) of the cost of the Employer's life insurance plan providing life insurance in the amount of two and one-half (2 1/2) times the annual salary to a maximum amount of life insurance of \$500,000, with accidental death and dismemberment benefits.
- (d) One hundred percent (100%) of the cost of a long-term disability plan providing seventy percent (70%) of the monthly salary up to a maximum of \$6,500 per month after four (4) months from the commencement of the disability as provided by the current policy.
- (e) One hundred percent (100%) of the cost of a vision Plan providing a benefit of \$300 in every twenty-four month (24) period for reimbursement for new eye glasses, eye exams, repairs to eyeglasses or frames or contact lenses, \$300 for medically necessary contact, and a Dental Care Plan with one hundred percent (100%) reimbursement and no deductible amount (nine month recall), providing preventative services including root canal therapy, all as provided by the Employer's present policy with Greenshield, or its equivalent.
- (f) A dependent of an employee shall be enrolled for coverage once the employee advises the Employer of the name of the dependent.
- (g) The Employer will provide to each eligible employee, within fourteen (14) days of passing of probation, a booklet supplied by the carrier of the foregoing benefits describing the current benefits as they are provided under the policy of insurance between the Employer and the carrier.

26.02 (a) PENSION

- 1. The Employer agrees to continue as a participating employer in the Union's Multi-Sector Pension Plan (the "Plan")
- 2. The terms used shall have the following meanings as described:

"Plan" means the Multi-Sector Pension Plan as registered with the Financial Services Commission of Ontario.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for all hours not worked; and
- (iii) vacation pay.
- (iv) paid union leave

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

"Eligible Employee" means seniority full-time and part-time employees and substitute seniority employees with two thousand (2000) hours of service.

3. Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to two percent (2%) of applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan. Effective April 1, 2010 the employee contribution shall be 2.5% and the Employer Contribution shall be 5.5%.
4. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the **Pension Benefits Act**, R.S.O. 1990, Ch. P-8, as amended and **Income Tax Act** (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.
6. For further specificity, the items required for each eligible employee by this sub-article shall include:
 - (i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority list to include hours from date of hire
 - The employee's date of entry into the Plan (for the purpose of calculating past service credit and only to the extent that such records remain in the Employer's possession)
 - Gender
 - (ii) to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions
 - Employer portion of arrears owing due to error, or late enrollment by the Employer
 - (iii) to be provided initially and as status changes:
 - Full address termination date where applicable
 - Marital status.
7. Subject only to the continued application of the confirmations provided to the Employer by the Union in the Letter of Understanding (set out in the Collective Agreement which expired on March 31, 2005) with respect to the Pension Plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form as provided to the Employer.

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

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligations to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

- 26.02 (b) At the employee's option, he/she can contribute to the RRSP Plan of the Employer, subject to the Plan rules. Upon written consent, the Employer shall deduct the appropriate amount and submit same to the Plan holder.
- 26.03 Probationary full-time employees shall not be entitled to any of the foregoing benefits. All full-time employees who have attained seniority will be added to the various plans providing the benefits at the first available billing dates after attaining seniority or after the date of his/her permanent transfer into a full-time position.
- 26.04 (a) The Employer will continue to pay the premiums for the benefits provided in this Article for eligible full-time employees on leave of absence other than by reason of sickness or accident and for eligible employees on layoff for the balance of the month in which such leave of absence or layoff occurs. The Employer will continue to pay the premiums for the benefits provided in this Article for eligible full-time employees absent due to sickness or accident for the balance of the month in which such sick leave commenced and for three (3) additional months. Employees desiring to continue their coverage must pay to the Employer the necessary premium costs before their due dates. The Employer will continue to pay the premiums for the drug, dental and vision benefits set out in this Article for eligible full-time employees who are laid off, for a period of three (3) additional months.
- (b) The Employer shall continue paying the premiums for benefits provided under this Agreement for eligible employees absent due to WSIB compensable reasons for a term of one (1) year, subject to the requirement that a part-time employee must continue to pay their benefit contribution as outlined in sub-article 26.05.
- 26.05 The Employer will pay fifty percent (50%) of the cost of coverage for each seniority permanent part-time employee who is regularly scheduled to work twenty-four (24) or more hours per week, and their eligible dependents, for the drug, dental, extended health and out-of-province coverages provided to full-time employees.
- Part-time employees eligible for the above benefits may elect coverage upon obtaining seniority or a qualifying part-time position and by the 15th day of any month thereafter for coverage

commencing the 1st day of the following month. The election shall be for a minimum of one (1) year.

Part-time employees enrolled in the above benefits shall have their fifty percent (50%) contribution to the cost of coverage deducted from their wages. Employees who do not earn sufficient wages to cover their contributions must provide the Employer with their contributions when it is due. Sub-article 26.04 applies to part-time employees who are enrolled in benefits as long as the employee pays their contributions.

Part-time employees enrolled in the above benefits will not lose eligibility by virtue of their regularly scheduled hour being reduced by the Employer by twenty percent (20%) or less.

- 26.06 Eligible employees must complete and sign the benefit application form. Any requested changes must be submitted to the Human Resource Department on the appropriate benefit form.

ARTICLE 27 - MILEAGE

27.01 The Employer agrees to pay each employee forty-eight cents (48¢) per kilometre for each kilometre driven in the employee's own automobile on the Employer's business and when previously authorized to do so.

27.02 The Employer agrees to pay to employees who are required to use their automobile in the performance of their duties, the difference between the employee's actual premium cost (excluding surcharges for accidents or convictions) for insurance on the employee's vehicle for driving to and from work (Class 2 or 3) and the actual premium cost for using the employee's vehicle for the purposes of the Employer for the following:

- (i) public liability and property damage insurance of \$1,000,000, including coverage for the carrying of passengers for compensation;
- (ii) collision coverage;
- (iii) comprehensive coverage.

To be eligible for the above, the employee shall provide evidence from their insurance agent of the cost of the above. In addition, the Employer may require that the employee provide three (3) written estimates of insurance - one estimate from an agent of the Employer's choice. The Employer shall only be required to reimburse to the lowest estimate.

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

ARTICLE 28 - BEREAVEMENT LEAVE

28.01- The employer agrees to allow its employees a leave of absence for bereavement, with pay and without loss of seniority, for time necessarily lost from work following a death, on the following basis:

- (a) For a five (5) day bereavement entitlement (Article 28.02 below) the bereavement period shall be defined as seven (7) days commencing with the day of death.

(b) For either a three (3) day (Article 28.03 below) or one (1) day (Article 28.04 below) bereavement entitlement the bereavement period shall be defined as seven (7) days starting with the day of death, not to exceed 2 days after the date of the funeral/memorial.

28.02 In the event of a death of an "Immediate relative", upon application by the employee, the employer shall grant the employee five (5) consecutive days leave of absence with pay and without loss of seniority within the bereavement period defined above (Article 28.01 (a)), provided that the employee was scheduled to work on those days. "Immediate relative" shall mean spouse (including common-law spouse), son, daughter, father, mother, brother, sister, step-son and step-daughter of the employee.

It is understood that bereavement days will be taken consecutively, immediately following the death unless special circumstances require an exception with prior approval authorized by the Director, Human Resources or designate. Approval of any such request for an exception will not be unreasonably withheld.

28.03 In the event of the death of the employee's mother-in-law or father-in-law, step-mother, step-father, grandparent and grandchild, and upon application by the employee, the employer shall grant the employee three (3) consecutive days leave of absence with pay and without loss of seniority within the bereavement period defined above (Article 28.01 (b)) provided that the employee was scheduled to work on those days.

It is understood that bereavement days will be taken consecutively immediately following the death unless special circumstances require an exception with prior approval authorized by the Director, Human Resources or designate. Approval of any such request for an exception will not be unreasonably withheld.

28.04 In the event of the death of an employee's step-brother, step-sister, sister-in-law and brother-in-law or to attend the funeral of a minor child's parent, and upon application by the employee, the employer shall grant the employee one (1) day's leave of absence with pay and without loss of seniority within the bereavement period defined above (Article 28.01 (b)) provided that the employee was scheduled to work on that day.

28.05 The employee shall not be entitled to the benefits set forth in this Article when he/she fails upon request to furnish the Employer with reasonable proof of death of the immediate relative.

28.06 Provided it is a scheduled working day the Employer will grant upon application by an employee four (4) hours leave of absence with pay and without loss of seniority for an employee to act as a pallbearer at a funeral. Such employee shall upon request furnish the Employer with reasonable proof of entitlement.

ARTICLE 29 - JURY DUTY AND CROWN WITNESS

29.01 An employee who is required to serve and reports for jury duty or is subpoenaed to give evidence as a crown witness and attends the court in answer to the subpoena will be paid his/her regular rate of pay for the required absence from work during his/her regular working hours subject to the condition that the employee will pay to the Employer all monies received for

said jury duty or as a Crown witness exclusive of travelling and meal allowances. Any time spent at Criminal Court at the direction of the Employer will be considered as time worked.

- 29.02 In order to receive payment under this Article, the employee must give the Employer prior notice that he/she has been summoned or subpoenaed and upon completion of this jury duty or witness service furnish to his/her Support Manager a satisfactory certificate showing the period of such service.
- 29.03 If an employee is scheduled to work the night shift between the hours of 12:00 midnight and 9:00 a.m. on the day on which such employee is to report for jury duty, he/she shall not be required to work such night shift on the day which he/she is to report and shall qualify for jury duty pay in accordance with this Article 29.

ARTICLE 30 - WAGE RATES AND CLASSIFICATIONS

- 30.01 Attached to this Agreement and forming an integral part thereof shall be a Schedule "A" setting forth wage rates and classifications.
- 30.02 Employees shall be paid on the basis of a two-week pay period for work performed up to midnight on the second Saturday preceding pay day, including pay for any overtime hours worked in that pay period.
- 30.03 When an employee reports an error in their pay cheque, the Employer will investigate and where the error is verified, if requested, issue a separate cheque as soon as possible and within two (2) working days if the error is in the amount of \$25.00 or more.
- 30.04 Full-time and part-time employees shall be permitted to direct payment of their cheque in up to two (2) accounts in the banking facility of their choice. Authorization in writing including employee name, bank facility, account numbers and deposit amount shall be submitted to the Payroll Department two (2) weeks prior to the payroll deposit date.

ARTICLE 31 - EMPLOYEE STATEMENTS

- 31.01 The Employer shall supply through the scheduling System to each full-time and part-time employee a statement of attendance which shall include a statement of the accumulated credits for vacation days, sick days, PPH days, holidays, overtime bank and any shortages in accumulated credits must be brought to the attention of the employee's immediate supervisor as soon as possible, failing which the same shall be binding upon the employee.

ARTICLE 32 - HEALTH AND SAFETY

Joint, Liaison and Central Committees

Definitions: Joint Committee is a regulated workplace as outlined in Article 32.02.

Liaison Committee is a non-regulated workplace as outlined in Article 32.03.

Central Committee is a combination of both regulated and non-regulated workplaces as outlined in Article 32.04.

No member shall serve both the Joint and Liaison Committees except to serve as an alternate.

32.01 The parties agree that they will comply with all applicable provisions of the ***Ontario Occupational Health and Safety Act***, as amended from time to time.

32.02 The parties shall establish and maintain a Joint Occupational Health and Safety Committee for those areas of the Employer's operations, which are, regulated workplaces as defined in the Act (Main Office and Downtown Center) and Ventures. Each Committee shall be composed of one representative appointed by the Employer and one employee representative, appointed by the Union. All representatives on each of the Committees shall be certified at the expense of the Employer. An individual(s) supported selected from a regulated workplace shall be a non-voting member of the Committee. Copies of all minutes of the Committee shall be forwarded to the Secretary of the Union. All Committees shall meet monthly.

The functions of the Joint Committee are:

- (a) Identify situations that may be a source of danger or hazard to workers;
- (b) Make recommendations to the Employer and the workers for the improvement of the health and safety of workers;
- (c) Recommend to the Employer and the workers, the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers;
- (d) Obtain information from the Employer respecting,
 - (i) The identification of potential or existing hazards of materials, processes or equipment and
 - (ii) Health and safety experience and work practices and standards in similar or other industries of which the Employer has knowledge.
- (e) Obtain information from the Employer concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety.
- (f) Be consulted about, and have a designated member representing workers be present at the beginning of, testing referred to in clause (E) conducted in or about the workplace if the designated member believes his or her presence is required to ensure that valid testing procedures are used or to ensure that the test results are valid.

32.03 The parties shall establish and maintain a Liaison Committee to ensure that the Employer's Health and Safety Program is meeting the needs of persons employed at its non-regulated workplaces. The Liaison Committee shall be composed of two (2) representatives appointed by the Employer and two (2) employee representatives appointed by the union. The Liaison Committee shall meet monthly.

The function of the Liaison Committee will be to ensure a collective approach in developing an effective Program under the ***Occupational Health and Safety Act*** and to share information in co-operative fashion in order to resolve disputes within the non-regulated work sites. The Employer

shall provide the Liaison Committee with copies of all monthly safety reports for all locations. Copies of all minutes of the Liaison shall be forwarded to the Secretary of the Union. The Employer agrees that recommendations made to it by the Liaison Committee shall not be unreasonably denied.

- 32.04 The Central Occupational Health and Safety Committee is comprised of all voting members of the Joint and Liaison Committees. The Central Committees shall meet once per month. The function of the Central Occupational Health and Safety Committee is to monitor, assist in and recommend changes that related health and safety matters. Incidents of potential dangers and hazards in the workplace shall be brought to the attention of the Committee. The Committee shall be responsible for recommending the development and implementation of a Health and Safety Program, including preventative management of potential dangers and hazards and relevant training programs. The Employer shall provide the Union Co-Chair of the Central Committee with copies of all "Incident/Accident Reports" with respect to incidents involving employees, which did cause or directly threatened injury to employees, within forty-eight (48) hours of becoming aware of such incident(s). All reports are reviewed by the members of the Central Committee.
- 32.05 (a) The Central Occupational Health and Safety Committee shall maintain a comprehensive Employee Safety Manual and shall continue to review this Manual every six (6) months and recommend changes and/or additions to be brought to Labour Management for joint approval. This Manual shall include, but is not limited to:
- (a) Health and Safety Program;
 - (b) Health and Safety Committees Procedure;
 - (c) Location Fire Safety Plan
Emergency Equipment Log;
 - (d) Emergency Equipment Procedure
 - (e) Safety Precaution for Employees who Support People Living Semi-independently;
 - (f) Inclement Weather Procedure;
 - (g) Emergencies Procedure;
 - (h) WHMIS Program Procedure;
 - (i) WHMIS Data Sheets Labels;
 - (j) Household Product Safety Procedure;
 - (k) Personal Protective Equipment Procedure;
 - (l) Visitors Procedure;
 - (m) Home Visits Procedure;
 - (n) Support Analysis and Assessment;
 - (o) Security of Keys Procedure
Key Record Form;
 - (p) No Weapons Procedure;
 - (q) Use of Equipment Procedure;
 - (r) Lifting & Transferring Procedure;
 - (s) Preventive Maintenance Procedure;
 - (t) Transportation Policy;
 - (u) Safe Use of Agency Vehicles Procedure;
 - (v) Job Hazard Analysis Procedure
 - (w) Safe Operating Procedure
 - (x) Venture Works Safe Operating Procedure

- (y) Hepatitis & Immunization Procedure;
- (z) Bed Bug Recognition and Control Procedure
- (aa) Pandemic Plan Procedure;
- (bb) Routine Practices
- (cc) Safe Disposal of Sharps Procedure;
- (dd) CLW Employee Training Program Procedure;
- (ee) CPI-Non Violent Crisis Intervention Procedure;
- (ff) Minutes of Health & Safety Meetings;
- (gg) Monthly Safety Report;
- (hh) Employee Near Miss/Hazard Investigation Policy
- (ii) Lift & Sling Checklist;
- (jj) Vehicle Mileage Log and Vehicle Circle check;
- (kk) WSIB Sample Package;
- (ll) Downtown Center Safety Procedure
- (mm) Working Alone Procedure
- (nn) Ladder Procedure
- (oo) Workplace Harassment Policy and Procedure
- (pp) Workplace Violence prevention and Protection Policy and Procedure

(b) In addition to those items in (a) above, the Central Occupational Health & Safety Committee shall, every six (6) months, continue to review and recommend changes and/or additions of the following policies to be brought to Labour Management for joint review.

- (a) Health and Safety Policy
- (b) Health and Safety Inspection Policy
- (c) Health and Safety Responsibilities and Duties of Workplace Parties Procedure
- (d) Notice of Temporary Disruption of Service Procedure
- (e) Equipment Lockout Procedure
- (f) Contractor Program Procedure
- (g) Workplace Violence Prevention and Protection Policy
- (h) Harassment/Bullying Policy
- (i) Slips, Trips and Falls Policy
- (j) Addressing Challenging Needs Policy
- (k) Physical Restraint Policy
- (l) Employee Accident/Injury Investigation Policy
- (m) Workplace Safety and Insurance Board Policy
- (n) Early and Safe Return to Work Program Policy (ESRTW)
- (o) Work Refusal Procedure
- (p) Environmental Controls Policy
- (q) Non Routine Work Procedure
- (r) No Smoking Policy
- (s) First Aid and CPR Policy
- (t) Infection Prevention Control Policy

32.06 Each new employee representative on the Joint Occupational Health and Safety Committee and Liaison Committee shall be provided with three (3) days paid education leave to attend a Union Health and Safety Workshop.

32.07 The Employers agrees that in all cases where employees or the Union identify a risk of or Act of Violence to staff at minimum the following policy will be referred to and utilized Workplace Violence Prevention and Protection, Addressing Challenging Needs and Support Strategies and Emergency Response Plan.

ARTICLE 33 – GENERAL

33.01 The parties will share equally the cost of preparing copies of the new Collective Agreement in a sufficient number to provide each employee with a copy including those hired during the term of the Agreement, and a reasonable number for the use of the Union. The parties agree to have the Collective Agreement printed by a unionized print shop, and available on the CLW website.

33.02 It is the policy of Community Living Windsor to staff its Homes with as many full-time positions as possible, keeping in mind the changing needs of the individual(s) supported and budgetary restrictions.

To this end, while Community Living Windsor cannot guarantee the continuation of the current number of full-time positions, it will make its best efforts to preserve as many full-time positions as possible while at the same time reacting to the changing of individual supported needs and budgetary restrictions.

Should Community Living Windsor find it necessary to reduce the number of full-time positions, it will bring this issue to the Labour/Management Committee for discussion prior to implementing such reductions.

33.03 With respect to new programs that may be operated by the Employer and the impact of new service provision models and individual funding on the work of members of the bargaining unit, it is not the intention of the Employer to open new programs and contract out work.

To this end, the Employer agrees that when it makes a decision to open a new program, that we use bargaining unit employees to staff the program.

However, this agreement does not cover situations where individuals, groups or the Government make independent decisions to open and operate their own programs or support arrangements and only contract with the Employer to provide support services which do not include providing staff.

It is agreed that an individual's Plan of Care of Individual Service Agreement determines the appropriateness of the support that best serves the individual and controls the terms of the Employer's involvement as the support provider and may change from time to time at the discretion of the individual, their family and planning agent. The Employer also agrees that when the Employment is selected as the support provider under the terms of a Plan of Care of Individual Service Agreement (support provider means the provision of primary direct care and daily living needs or special assistance not provided by generic community services, on behalf of any individual, the Employer will only use bargaining unit employees to provide such services.

33.04 It is the undertaking of Community Living Windsor to provide educational assistance to employees in accordance with the following standards:

- (a) The employee must have at least one (1) year seniority.
- (b) The employee must apply to the Operations Director or his/her designate prior to registration for approval to take a course of studies related to the employee's job and being given by an accredited educational institute. The course of study shall not conflict with the employee's schedule of work with Community Living Windsor.
- (c) The Operations Director or his/her designate must give his/her decision to the employee in writing within fourteen (14) calendar days.
- (d) Upon proof of being supplied by the employee to the Operations Director or his/her designate of the successful completion of the course of studies, or, where such course of study extends for a period of more than one (1) year, of the successful completion of each semester of such course of study, Community Living Windsor will reimburse the employees all legitimate and required expenses for tuition fees, books and course materials.

33.05 In the event core competencies are introduced in the workplace, the Employer will meet with the Union to discuss implications for members of the bargaining unit. The parties understand that the primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

ARTICLE 34 - LETTER OF UNDERSTANDING

34.01 The parties hereto agree that the Letters of Understanding attached hereto form part of this Agreement and are binding upon the parties hereto during the term of this Agreement.

ARTICLE 35 - EFFECTIVE DATE AND DURATION

35.01 This Agreement shall continue in full force and effect until the 31st day of March, 2022, and unless either party gives to the other party written notice of termination or notice of desire to amend this Agreement in accordance with this Article, then it shall continue in effect for a further one (1) year period without amendment, and so on from year to year thereafter. Notice that either party intends to terminate this Agreement or that amendments are desired shall only be given within the period of ninety (90) days prior to the termination date. The notice that amendments are desired shall set forth the amendments proposed. If notice of termination or desire for amendments is given by either party, the parties agree to meet for the purpose of negotiations within fifteen (15) days of the giving of the notice or within such longer period as the parties shall mutually agree.

Dated at Waukesha Wis this 10th day of February, 2020.

FOR THE EMPLOYER

Andre Monnard

Mark

FOR THE UNION

John Novak

Debra Harris Pasch
R.M. Gugen

C. Garrett

C. Scott

C. Nelson

H. Shan

CB/ta COPE491

ARTICLE 36

Whereas the parties recognize CLW's ongoing/recurring needs to fill shifts; and whereas CLW had initiated a six month trial period commencing November 17, 2019 with 3 temporary full-time and 2 temporary part-time float positions, to address those needs;

CLW agrees to meet with the Union following the completion of the six month trial period to review and discuss the results of the trial period, the nature and extend of CLW's ongoing need for the float positions, and appropriate next steps with respect to determining the status of these float positions.

SCHEDULE "A"**WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES**

Effective APRIL 5, 2020

Classification	Commencement	A	B	C
Direct Support Professional II	\$22.18	\$22.57	\$22.97	\$23.39
Direct Support Professional I	\$21.00	\$21.35	\$21.72	\$22.12
Secretary	\$20.68	\$20.96	\$21.28	\$21.58
C.T.R	\$20.65	\$21.01	\$21.27	\$21.55
F.T. Maintenance	\$18.74	\$19.00	\$19.27	\$19.58
F.T. Sleep In	\$14.44			
Direct Support Professional Co-ordinator II	\$23.47	\$23.86	\$24.27	\$24.67
Direct Support Professional Co-ordinator I	\$22.22	\$22.57	\$22.93	\$23.32
Substitute	\$20.96			
P.T. Sleep In	\$14.44			

Probationary employees 10% less than the established rate.

WAGE SCHEDULE FOR BARGAINING UNIT EMPLOYEES

Effective APRIL 4, 2021

Classification	Commencement	A	B	C
Direct Support Professional II	\$22.41	\$22.80	\$23.20	\$23.62
Direct Support Professional I	\$21.23	\$21.58	\$21.95	\$22.35
Secretary	\$20.91	\$21.19	\$21.51	\$21.81
C.T.R	\$20.88	\$21.24	\$21.50	\$21.78
F.T. Maintenance	\$18.97	\$19.23	\$19.50	\$19.81
F.T. Sleep In	\$14.60			
Direct Support Professional Co-ordinator II	\$23.70	\$24.09	\$24.50	\$24.90
Direct Support Professional Co-ordinator I	\$22.45	\$22.80	\$23.16	\$23.55
Substitute	\$21.19			
P.T. Sleep In	\$14.60			

Probationary employees 10% less than the established rate.

Effective April 5, 2020 -	\$0.23 increase to all classifications save and except sleepover.
Effective April 5, 2020-	\$0.16 increase to sleepover classifications.
Effective April 4, 2021 -	\$0.23 increase to all classifications save and except sleepover.
Effective April 4, 2021-	\$0.16 increase to sleepover classifications.

Classification Factor:**Direct Support Professional II:**

- (1) MRC, DSW or graduate or undergraduate degrees (including honours) and the following disciplines: Family Studies, Psychology, Sociology, Social Work, General Social Sciences,

Nursing, Education, O.T.C., Human Kinetics, Occupational Therapy, Physical Therapy, General Health Studies or College Diploma: Child and Youth Workers, CCW, MRC, BST, DSW, ECE, Nursing (R.N.), Registered Practical Nurse and Licensed Practical Nurse, Registered Nursing Assistant (R.N.A.), Sign Language Interpreter, Sign Language Communicator, paramedic and any other that may be mutually agreed by the Labour Management Committee; or

- (2) After one (1) year of continuous full time service as a Direct Support Professional I and successful completion of the Human Services Certificate course, a Full-time Direct Support Professional I will move to the Full-time Direct Support Professional II "A" rate;

When a part-time employee transfers to a full-time Direct Support Professional II position, Article 15 will be utilized to determine the employee's full-time seniority for moving up to a Direct Support Professional II position; or

- (3) After four (4) years of continuous full-time service as a Direct Support Professional I and completion of a recognized program in basic pharmacology, behavioral management and nutrition, the employee will be moved to the Direct Support Professional II "A" rate; or
- (4) After six (6) years of continuous full-time service as a Direct Support Professional I, the employee will be moved to the Direct Support Professional II "A" rate.

Effective April 1, 2001, part-time staff shall start at the commencement rate of Direct Support Professional I and continue through the grid every two (2) years. After two (2) years at the "C" rate, they shall move to commencement rate of Direct Support Professional II and continue up the grid every two (2) years.

- (5) When an employee is the successful applicant for a Direct Support Professional Co-ordinator position, the Employee shall be placed on the Direct Support Professional Co-ordinator grid at the classification rate that corresponds to their present classification rate.

Pay Levels:

When a part-time employee is the successful applicant for a full-time position, the employee shall be paid the commencement rate for the new classification. If the full-time position is in the employee's previous part-time classifications, the employees shall maintain his/her rate of pay.

When a full-time employee posts into and is the successful applicant for a part-time position, the employee shall be placed at his/her current grid position (Commencement, A, B, C,) and paid at the corresponding grid position for the new classification, to a maximum of what is being currently paid for that classification. When a part-time employee, who was previously a full-time employee is a successful applicant for a position in the previous full-time classification, the employee shall be paid the rate of pay that reflects the employee's full seniority and years of continuous service.

When a part-time Direct Support Professional posts into a full-time Direct Support Professional classification and has the recognized classification factor, he/she shall advance to the

Commencement rate of Direct Support Professional (ii) or the employee's present rate of pay, whichever is greater.

LETTERS OF UNDERSTANDING

The following nine (9) Letters of Understanding are deemed to be from the Employer to the President of Local 2345 of The Canadian Union of Public Employees:

#1 RE: EMPLOYEE ASSISTANCE PROGRAM

This letter will ensure the undertaking given by the Employer during negotiations for this Agreement that during the term of this Agreement the Committee appointed by the Employer will continue to meet with a Committee from the Union to discuss the implementation of the employee assistance program. Employees on the Union Committee, while meeting with the Employer's representatives during regular working hours, shall suffer no loss of wages, benefits and seniority.

WORKPALCE WELLNESS COMMITTEE

As part of the Community Living Windsor strategic plan, a Workplace Wellness Committee will develop a plan of action to make information available to employees that include but are not limited to the following issues:

- (i.) mental health;
- (ii.) addictions including drugs, alcohol, gambling;
- (iii.) financial aid;
- (iv.) health;
- (v.) bereavement.

For the length of this committee's existence, the Union will appoint a member to replace the existing union members (currently two (2)) on this Workplace Wellness Committee.

#2 RE: DIRECT SUPPORT PROFESSIONAL COORDINATOR COVERAGE

The parties agree to assign thirty six (36) additional coverage hours per week to assist Direct Support Professional Coordinators. The Employer is agreeable to providing to the Union an initial report on or before August 1, 2015, and quarterly updated reports thereafter, the contents of which will identify the distribution of the said hours.

In the process of determining a fair and effective distribution of the additional coverage hours, the Employer shall consult with each manager to develop a plan, and to discuss thereafter with the Labour-Management committee.

#3 RE: WAGE RATES

This is to confirm that notwithstanding the contents of Schedule "A" of this Collective Agreement, the Employer agrees that in the event it actually receives increased payments from the Government of Ontario over and above what is required to fund the increases in the Collective Agreement, that are either assigned to or available for wage enhancements or

stipends, it will distribute these funds on an equitable basis to all employees of Community Living Windsor, following consultation and mutual agreement with the Labour/Management Committee on how the Union's portion of the funds are distributed to bargaining unit employees.

#4 RE: SCHEDULING

This Letter is to confirm the parties' discussions at negotiations with respect to the Employer scheduling non-sleep-in full-time employees to work in excess of eight (8) hours in a day and scheduling split shifts.

1. In the case of any full-time position, the Employer may only regularly schedule an employee to work in excess of eight (8) hours in a day with the agreement of the Labour/Management Committee and the employee involved.
2. In the case of full-time positions, the Employer may only schedule an employee to work split shifts with the agreement of the Labour/Management Committee and the employee involved.
3. In no event shall a split shift be less than eight (8) total hours in a day for the full-time employee and six (6) total hours in a day for a part-time employee. Each part of the split shift shall not be less than three (3) consecutive hours in duration.
4. Nothing in this Letter shall be construed as limiting the Employer's right under the Collective Agreement to reduce or change an employee's hours of work.

#5 RE: EMPLOYER LOBBY

The Employer agrees to lobby the Provincial Government for adequate funding to ensure that accessible quality supports and services provided by community agencies are available to individuals with intellectual disabilities and their families. The key emphasis of this lobby will be to improve wages, benefits, working conditions and pension for workers within the sector as well as support for a strong community agency infrastructure.

The employer further agrees to participate in a Provincial Development Services Advisory Group (DSAG) on the condition that other Employers and the Ministry participate in that group.

#6 RE: WSIB

Further to our discussions during negotiations the Employer confirms that it will continue to participate in W.S.I.B. for the duration of the Collective Agreement.

#7 RE: DSW, Professional Colleges and Qualifications

In the event that the employer unilaterally mandates that its employees join a professional association, the fees will be covered by the employer.

Further to discussions during negotiations, the Employer agrees that if any of the following initiatives are made mandatory by the Ministry, the Employer will call a meeting with the Union to discuss implications for members of the bargaining unit and the parties will secure agreement on issues arising from the Ministry Mandate. Such meeting shall take place before the initiative is implemented by the Employer unless prior implementation is imposed by the Province.

DSW Apprenticeship Program

A plan to become a sponsoring Employer in the DSW Apprenticeship Program
Professional Colleges representing Developmental Service Professionals
Electing to make College membership a term or condition of employment

Job Qualifications

Should job qualifications change, bargaining unit members will be deemed qualified in their current position unless the Ministry of Community and Social Services regulates job qualifications and prohibits employees with deemed qualifications from continuing to perform in specific positions.

With respect to all of the above, in the absence of a Ministry mandate, the Employer agrees to meet with the Union and secure agreement prior to implementing the DSW Apprenticeship Program, electing to make a Professional College membership a term or condition of employment.

#8 RE: ARTICLE 22 – HOURS OF WORK AND OVERTIME

The parties agree further that during the remainder of the term of this Collective Agreement, the parties will each identify issues/concerns/problems that may arise with the new system scheduling system for the purposes of discussing any and all solutions.

#9 RE: SCHEDULING SYSTEM

CLW and the Union recognize CLW's ongoing need to improve its scheduling system. CLW and the Union also further understand and support the significance of the proper implementation and execution of any new scheduling system. CLW therefore acknowledges and agrees that prior to the replacement of its scheduling system, advance discussions will take place between CLW and the Union, in order that the Union is kept properly apprised of the matter. In the event, therefore, that CLW implements a new scheduling system the Union will have an opportunity to identify any/all issues/concerns that may arise with the new scheduling system for the purposes of discussing any and all necessary solutions thereto.

New contract language that relies upon the scheduling system updates shall not be subject to grievances by the Union or discipline by the employer until such time as they are fully implemented. The parties agree to endeavor to convene a meeting at least every sixty (60) days to review the status and progress of the implementation of the system.

LETTER OF INTENT

(Retiree Benefits)

Further to our discussions during negotiations, this is to confirm that the Employer and the Union have agreed to bring the issue of retiree benefits to the Labour Management Committee for discussion.

This will also confirm that the Employer will take any agreements reached by the Committee with respect to this issue to its Board of Directors and will recommend ratification of same by the Board.

(Ontario Registered Pension Plan)

In the event that the Ontario government establishes an Ontario Registered Pension Plan, the Union and the Employer will use their best efforts to encourage the Multi Sector Pension Plan (MSPP) to ensure comparability as a workforce pension plan and for the MSPP to provide the union and the Employer with any information required for pension registration.

Addendum Amending Existing Collective Agreement (April 1, 2016 to March 31, 2018)
dated the 23rd day of January 2019

Between:

Community Living Windsor
(hereinafter "CLW")

And

The Canadian Union of Public Employees and its Local 2345
(hereinafter the "Union")

WHEREAS CLW and the Union are parties to a Collective Bargaining Agreement that was in effect for the period April 1, 2016, to March 31, 2018;

AND WHEREAS CLW and the Union have been engaged in negotiating a new/amended collective agreement and have now concluded a Memorandum of Agreement in that regard, on this same day;

AND WHEREAS CLW and the union acknowledge and agree to the requirement to make further and other necessary modifications, deletions, and revisions to the current scheduling system in order to ensure its effectiveness and efficiencies;

AND WHEREAS CLW and the Union understand and support the significance of the full and proper implementation of the revised scheduling system;

THEREFORE BE IT RESOLVED that the parties hereto desire to resolve this matter cooperatively and in their mutual interest and hereby agree to the following terms and considerations:

1. The Union and CLW agree and acknowledge that with the exception only of the amended contract language, as hereinafter set forth, all other terms and conditions existing in the current collective agreement (April 1, 2016 to March 31, 2018) and the newly ratified collective agreement shall be maintained in their entirety until such time as the scheduling system is fully operational.
2. In the interim, the parties agree that the scheduling committee shall meet on a regular basis (no longer than every 60 days) to discuss the status of the scheduling system and any and all other related matters including, but not limited to Step 2 Vacation approvals and Urgent Unfilled shifts.

3. The parties have agreed to the changes, deletions, modifications, and other revisions of the following articles, copies of which are attached to and form part of this addendum:


- a. 15.03 (i)
- b. 19.01 (b) (b)
- c. 22.01 (d)
- d. 22.10
- e. 22.11 (a) 1, 2(i) (iii) (iv) (v), 3, 4, 5
- f. 22.11 (b) (Preamble), 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
- g. 22.11 (c) (Preamble), 2, 2(i), 3, 4, 5, 6, 7, 9
- h. 23.01 (c) (iv)
- i. 23.01 (c) (iv)(i)
- j. 23.01 (g)

4. This addendum shall operate coterminous with the newly ratified collective agreement until such time as the scheduling system is fully operational and any and all new and necessary provisions are duly incorporated into the newly ratified collective agreement. All other terms of the newly ratified Collective Agreement shall continue in full force and effect.


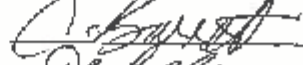

5. The Union and CLW recognize and agree that the changes to the scheduling system cannot be immediately and fully functional and/or operational, and that its successful implementation requires, in part, time for the parties to familiarize themselves with the new functions of the system in an effort to ensure its efficiencies. The parties agree, therefore, that for a period of forty-five (45) days following the full and complete implementation of the changes to the scheduling system, any/all new contract language, as outlined herein, that relies upon these changes to the scheduling system's implementation and/or updates shall not be subject to grievances by the Union or discipline by CLW.

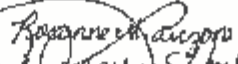

6. The parties have agreed to the changes, deletions, modifications and other revisions, of the Articles identified above in paragraph 3 and attached to this Addendum.

Dated at Windsor, Ontario this 23rd day of January 2019.

For Community Living Windsor


Mark Mowbray

For CUPB Local 2345




February 11, 2020

- 15.01 (a) Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Employer.
- (b) Continuous service shall mean the length of service in the employ of the Employer in a position included within the bargaining unit computed from the date of last hiring by the Employer.
- 15.02 (a) Newly hired full-time employees shall be on probation for the first seventy (70) days of work within any six (6) month period. Newly hired part-time and substitute employees shall be on probation for the first three hundred and twenty (320) hours worked within any nine (9) month period. Such time may be extended by mutual consent of the parties. During the probationary period, the employee shall be subject to the terms of this Agreement except that the Employer may terminate the employment of a probationary employee for any reason. Notwithstanding all of the above, all mandatory training and orientation must be completed by the employee in order to successfully complete the probation periods.
- (b) Each employee shall be given a performance appraisal, seven (7) working days prior to the completion of their probationary period. The Employer shall notify the employee and the Union in writing when an employee has completed his/her probationary period. If the Employer does not, the employee shall be deemed to have successfully completed his/her probationary period.
- (c) Upon completion of the probationary period, seniority shall accrue for all employees on the basis of deemed hours worked from the date of commencement of employment. Full time employees shall be deemed to work 80 hours every two (2) weeks, part time employees 40 hours every two (2) weeks and substitute employees 25 hours every two (2) weeks. An employee's status on Saturday each week shall determine the employees deemed hours of work for the following week. For the purpose of greater clarity, the deemed hours outlined herein shall also apply to employees filling temporary vacancies.
- (d) For the purpose of assigning employee numbers at the time of hire a lottery will be conducted after the interview process by the Director, Human Resources or designate.

15.03 Loss of Seniority

Seniority shall be lost and an employee shall be deemed to have terminated his/her employment if:

- (a) the employee quits;
- (b) the employee is discharged, and such discharge is not reversed through the grievance procedure.
- (c) the employee is absent for more than three (3) consecutive working days without permission or without a satisfactory reason. In the case of illness, absence must be supported by a doctor's certificate for any period in excess of three (3) working days;
- (d) in the case of layoff an employee:

- (1) the employee with less than three (3) years seniority at the effective date of layoff performs no work for the Employer for a continuous period of one (1) year;
- (2) the employee with three (3) years or more seniority at the effective date of layoff performs no work for a continuous period of two (2) years.
- (e) the employee has been laid off and fails to return to work within fourteen (14) calendar days after notification to do so has been sent to him/her by registered mail or personal delivery, to the last address on record with the Employer, or by direct personal contact with the employee. It is the obligation of the employee to maintain on record with the Employer an address at which registered mail can be received by him/her on his/her behalf at all times;
- (f) an employee absent because of sickness or accident for more than two (2) years shall cease to accumulate seniority on the expire of two (2) years, but shall retain the seniority he/she then has so long as he/she is drawing temporary disability benefits from the Worker's Compensation Board or long term disability benefits provided by the Collective Agreement;
- (g) the employee retires;
- (h) the employee fails to report for work at the expiration of a leave of absence unless a satisfactory reason is given, or uses a leave of absence for a purpose other than that for which it was granted.

(i) A sub fails to meet the minimum work requirements, as indicated in 22.11(a)(3), on three (3) or more occasions in any 12-month period, and provided the sub received two (2) previous warnings under this clause.

- 15.04 (a) A seniority list will be established for all employees covered by this Agreement who have completed their probationary period, showing each employee's original date of hire and deemed hours worked pursuant to sub-article 15.02 (c). It is agreed that this seniority list shall be revised and posted during the months of January, April, July and October of each year, effective the first day of the month in which the list is posted, and a copy shall be given to the President of the Union, The seniority list will be deemed to be correct if not questioned by such employee within twenty-one (21) calendar days of the posting of the seniority list at the employee's regular work location.
- (b) Where two or more employees have the same number of hours deemed worked on the seniority list, the employee with the lower employee number shall be considered the more senior employee.

15.05 Layoff and Recall

A layoff for full-time employees shall be defined as a reduction in the work force or a reduction in the normal scheduled hours of work and for part-time employees, a reduction in excess of 15% of the normal scheduled hours of work as set out in the job posting that resulted in the employee obtaining the position. The Employer will notify the affected employee and the Union President of a reduction in permanent hours with as much notice as is practical.

February 11, 2020

15.06 Notwithstanding any other provision of this Agreement, where the Employer needs to lay off employees, the Employer may, prior to utilizing the procedure outlined below, transfer an employee to fill in any vacancy for which he/she has the ability, qualifications and/or relevant work experience, provided such vacant position has the same rate of pay and benefits as set out in sub-articles 26.01 or 26.05.

15.07 In the event of a layoff, the following procedure shall apply:

- (a) The classification and status (full-time and part-time) within which the layoff is to occur will be identified.
- (b) All probationary employees shall be laid off first.
- (c) Thereafter, if further employees are to be laid off, the most junior employees within the selected classification and status at the location where the reduction of staff is needed will be laid off first.
- (d) The Employee shall have the right to displace a less senior employee in any classification, except a Direct Support Professional Co-ordinator, having the same status, who the employee has the qualifications, skills and ability to displace. The right to bump shall include the right to bump up.
- (e) If the laid off employee is a full-time employee and is unable to displace an employee pursuant to the procedure outlined in paragraph (d) above, the employee shall have the option to either take the layoff or to displace a less senior part-time employee where the employee has the qualifications, skill and ability.
- (f) Any employee displaced by the bumping procedure pursuant to (d) and (e) above, shall be afforded the same opportunity to exercise seniority in the same manner.
- (g) The Employer and the Union shall meet prior to a layoff to review the seniority list and to discuss the order of layoff. In addition, the parties will look to identify alternatives to the proposed layoffs.
- (h) Layoff grievances will be initiated at Step 3 of the grievance procedure.
- (i) Employees shall be recalled to work in order of seniority provided they have the qualifications, skill and ability to perform the available work. Seniority rights for recall are as described in sub-article 15.03(d).
- (j) All notices of layoff shall be in writing and Employees who have received notice of layoff shall be given the opportunity to meet with a designated representative of the Employer and the Union to discuss her/his options. If the employee wishes to assert her/his seniority rights to displace another employee as provided for above, she/he shall submit a request in writing to the Manager of Human Resources within seven (7) calendar days of such meeting, with a copy to the President of the Union.
- (k) The Employer shall not hire new employees where employees are on layoff until those laid off employees are given the opportunity to be recalled pursuant to paragraph (i) above.
- (l) Except when caused by a reason or reasons beyond the control of the Employer, all employees about to be laid off shall receive at least sixty (60) calendar days' notice prior to the effective date of the layoff.

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- (m) Provided that they have at least two (2) years seniority, the Executive of the Union (the President, Vice President, Treasurer, Secretary and Chief Steward) while in office, shall be deemed to have the highest seniority in the bargaining unit and shall be entitled to assert such deemed seniority for purposes of layoff and recall in accordance with sub-article 15.07.

15.08 Subject only to staffing requirements, every reasonable effort will be made to layoff part-time employees before laying off full-time employees.

ARTICLE 22 - HOURS OF WORK AND OVERTIME

- 22.01 (a) The normal hours of work for full-time employees, except full-time Direct Support Professionals in residential support areas employed in “sleep in positions” shall be forty (40) hours per week, on an eight (8) consecutive hour per day, five (5) day per week basis, including one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute coffee breaks per day, one to be taken during the first half of the shift and the other during the second half of the shift and to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee’s Support Manager.
- (b) Part-time and substitute employees shall be entitled to one fifteen (15) minute coffee break during each four (4) hour period worked to be taken by the individual employee at such reasonable time during the normal hours of work as may be arranged with the employee’s Support Managers.
- (c) The hours that all employees work are established from time to time by the Job Descriptions for the respective positions as established by the Employer. An employee shall be paid for all hours of work in accordance with Schedule “A”.
- (d) The regularly scheduled hours and days of work for each full-time and part-time employee at all locations shall be posted on the scheduling system at all times. This schedule must reflect any and all changes to hours of work resulting from vacations, Union leaves and other leaves of absence. A copy of the work schedule shall be given to the President of the Union. In drawing up the regularly scheduled hours and days of work, the Employer shall provide:
- (i) work schedules to provide employees with at least four (4) days off in each two week period;
 - (ii) work schedules which do not require an employee to work more than six (6) consecutive days unless
 - (a) it is at the employee’s request, or
 - (b) it is an emergency situation beyond the control of the Employer.
- 22.02 (a) The normal hours of work for all full time employees in Residential support area employed in “sleep in positions” shall be fifty (50) hours per week on a ten (10) hour per day five (5) day week basis. The hours that such employees shall work shall be established by the Employer. An employee so employed in a “sleep in position” shall be paid for a ten (10) hour day at the rate of seven (7) hours at

the rate per hour provided in Schedule "A" for the "sleep in" period of their regular shift, and three (3) hours at the basic salary rate for such employee established by Schedule "A" with no overtime premium. If such employee is awakened to respond to or address a situation during the sleep hours, he/she shall have all such time paid at the basic salary rate established by Schedule "A" with no overtime premium but subject to a minimum of one (1) hour's pay for each situation, provided that a report is completed prior to the employee leaving work in the case of a serious incident (individual(s) supported illness, injury or property damage) and all other instances that a note is made in the Communication Book and on the Weekly Payroll Sheet in the comment section. Employees who are requested to and do work more than their normal hours of work up to four (4) additional hours shall be paid at their regular rate of pay, without overtime premium, in accordance with the work performed during such additional hours. All further additional hours worked per week in excess of four (4) additional hours as aforesaid shall be paid at time and one-half their regular rate of pay, in accordance with the work performed during such further additional hours.

- (b) Part-time or substitute employees who are awakened to respond to or address a situation during the sleep hours, shall be paid as per sub-article 22.02(a) for such situation.

22.03 A Support Manager may require an employee to work more than the normal hours of work, and when such additional hours are required or authorized (in advance except in an emergency) by the Support Manager or his/her designated alternate, an employee (other than Direct Support Professionals employed in sleep-over positions) shall be paid for such overtime hours as follows:

- (a) up to forty-four (44) hours per week, regular rate;
- (b) additional hours in excess of forty-four (44) hours in a week, one and one-half (1 1/2) times the regular rate.
- (c) Additional emergency hours in excess of four (4) emergency hours prescribed in Article 22.04(b) below, one and one half (1 ½) times the regular rate.

Provided that in any event, an employee who qualifies for overtime in either (b) or (c) above shall not be paid overtime for both.

- 22.04 (a) Except for emergencies, overtime shall be on a voluntary basis. Insofar as it is practical to do so, overtime shall be equitably shared among the employees in the same program qualified to perform the specific duties.
- (b) An employee required to remain at work on overtime on an emergency basis beyond his/her scheduled hours of work, shall be paid overtime pursuant to Article 22.03(c) for all additional emergency hours worked in excess of four (4) consecutive emergency hours.

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- (c) The Employer shall provide a minimum of three (3) hours work or, if no work is available, three (3) hours pay at the appropriate rate whenever an employee is called in to work.
- (d) It is clearly understood that when an employee works a combination of awake and sleep overtime hours, the overtime rate of pay shall be calculated at the rate most advantageous to the employee.
- (e) A staff team meeting that is mandatory shall be paid for a minimum of three (3) hours. Staff team meetings that are not mandatory shall be paid on the basis of actual time in attendance.
All training that is mandatory shall be paid on the basis of actual time scheduled, or in attendance, whichever is greater.
- (f) Volunteer Emergency List 24 hr Supported Homes:
 - (e) Provided there are no conflicts the Direct Support Coordinator and Manager will jointly create and maintain an emergency list of employees who are willing to come into work to support people who are experiencing a medical emergency/crisis requiring hospitalization.
 - (f) The volunteer emergency list will only be used in the event that there are no employees available to accompany the person supported.
 - (g) The volunteer emergency list calls will be done by seniority based on the last posted seniority list.
 - (h) The employee will remain at the hospital with the person supported until such time as that employee is relieved by another employee.

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

22.06 At the option of the employee, and subject to the maintenance of required staff ratios and the availability of qualified staff, time off at the appropriate overtime basis as defined in sub-article 22.02 and 22.03, may be granted in lieu of overtime pay, such time to be taken within twelve (12) months of the performance of the overtime work. Unless otherwise mutually agreed in writing, lieu time not taken within twelve (12) months will be paid at the appropriate rate.

22.07 When a full time or part time employee who has completed his/her normal hours of work and has left the Employer's premises is required to return to perform additional work, such employee shall be entitled to a minimum of three (3) hours work at the appropriate rate for all hours worked. At the option of a full time employee, he or she shall be entitled to the equivalent time off within twelve (12) months to be taken in accordance with Sub-Article 19.01(b) or Sub-Article 23.01(g).

Subject to the limitation on banked hours outlined in Article 24.04(b)(ii), at the option of a part time employee he or she shall be entitled to the equivalent time off within twelve (12) months, to be taken in accordance with Sub-Article 19.01(b) or Sub-Article 23.01(g).

- 22.08 When an employee is required to work more than two (2) hours overtime after 5:00 p.m. which time is continuous from the normal work hours, and such employee has not received at least twenty-four (24) hours' notice prior to the commencement of the overtime, such employee shall be entitled to a meal allowance of nine dollars (\$9.00) on each such occasion.
- 22.09 Any time worked which is counted for overtime or other premium on one basis shall not be counted for overtime or other premium on any other basis, and there shall be no pyramiding of overtime.
- 22.10 Employees may be permitted to exchange shifts within a work unit, provided that the employee has an existing orientation at that support location. For clarity, orientations shall not be provided for the purpose of switching shifts. Employees requesting a shift exchange shall provide the Support Manager with their written request through the scheduling system at least one (1) week in advance. Approval of the shift exchange shall not be unreasonably withheld. Shift exchanges shall not result in either employee working back to back shifts or becoming entitled to be paid overtime. Any shift exchange shall not result in a reduction of hours which causes any employee to fall below the number of hours required to qualify for their benefits during any pay week (40 hours for full time employee and 24 hours for part time employees).

22.11 (a) AVAILABILITY

A system has been created that moves away from "availability" and instead focuses on shifts actually worked.

1. All employees shall set their own availability on the scheduling system, except as noted within section 22.11 (a)(2, and 3).
 - a. Availability for all employees shall be considered valid up to and including one-hundred - -twenty (120) days from the current calendar day.
2. FULL TIME/PART TIME
 - (i.) Full time and Part time employees are not required to indicate availability.
 - (ii.) Full time and Part time employees have the option to limit their availability to strictly "call-in." This is noted on the scheduling system.
 - (iii.) Full time and Part time employees have the option to limit their availability to strictly their home location. This is noted on the scheduling system.
 - (iv.) Full time and Part time employees have the option to limit their availability to locations where they have orientations. This is noted on the scheduling system.
 - (v.) Full time and Part time employees have the option to denote sleep or awake availability corresponding to the 9 p.m. to 8 a.m. shift block. This is noted on the scheduling system.

3. SUBSTITUTE EMPLOYEES

(i.) All Substitute employees shall be considered available for all paid holidays. Non-24hr support employees shall be considered available at all support locations during paid holidays, except that:

a) Barbara Kelly shall be grandfathered and not required to be available for all paid holidays while she remains an employee who works at Ventures.

(ii.) Subs must indicate availability for overnight shifts as follows (done by checkbox):

- At least 2 weekend overnight shifts per calendar month (shifts beginning on Friday or Saturday nights), or
- At least 3 overnight shifts per calendar month, regardless of the days of the week
- Subs whose base location is non-24hr support do not have to indicate overnight availability.
- It is understood that the default availability will be “available” for every night, and the onus is on the sub to change their availability before the one-hundred-twenty (120) days prior to the affected shift
- Changes to overnight availability cannot be made by subs within the current calendar month, except that they may add additional availability.

(iii.) In all calendar months, Subs must work at least 8 shifts agency-wide (excludes sick days, orientation, and training).

(iv.) The onus is on the sub to ensure that their availability corresponds to a variety of shifts that exist within their unit and the organization.

(v.) The onus is on the sub to monitor their own schedule and contact their Manager if they need to be scheduled for additional shifts to meet the minimum requirements, as set-out above.

(vi.) The parties agree that the freedom for subs to set their availability is only possible because they agree to work a minimum number of shifts, as set-out above, as opposed to simply being available. The onus rests with the employee to ensure they have received the minimum number of shifts, which is a function of their availability.

(vii.) Any sub who fails to meet the minimum work requirements, as indicated in 22.11(a)(3) above, on 3 occasions in any 12-month period, shall forfeit their seniority pursuant to Article 15.03(i).

22.11(b) SCHEDULING REPLACEMENT HOURS

“Scheduling Replacement Hours” refers to shifts that are not regularly scheduled and are assigned ten (10) days to one-hundred-twenty (120) days in advance of the shift start date.

“Steps” refer to the procedure in 22.11(C)(4).

1. All employees shall be scheduled, using Step 1 of the backfill list, according to their availability.
 - (a.) The available shift shall be assigned to the highest seniority employee who appears on Step 1 of the backfill list for the affected shift and who has not been scheduled for additional hours during the affected pay week (Sunday to Saturday).
 - (b.) Where all employees on Step 1 of the backfill list for the affected shift have been scheduled for additional hours during the affected pay week (Sunday to Saturday), the shift shall be assigned to the highest seniority employee appearing on Step 1.
 - (c.) Any open shifts that were not successfully backfilled using Step 1 shall be posted to Step 2.
2. Once an employee has been scheduled for or accepts a shift(s), it cannot be cancelled by the employee unless prior authorization has been given by the Support Manager.
3. There shall be no change to an employee's scheduled days and hours of work less than ten (10) days before the date of the shift being changed/cancelled except in circumstances beyond the employer's control, situations pursuant to Sub Article 16.03, or by mutual agreement of the Employer and the employee whose schedules are being changed. In these cases:
 - (i.) The employee will be reassigned to work available hours at any location for a minimum of three (3) hours, or
 - (ii.) The employee may choose to forfeit their shift without pay.
 - (iii.) In circumstances where the change is as a result of a manager's error, the employee will be provided with work for the number of hours scheduled and that reflect the start time and end time original shift.

In the circumstances outlined above, the employee shall be notified by e-mail and telephone.
4. Scheduled days and hours of all employees, if changed, will not fall outside the hours and days listed on their current availability, unless mutually agreed upon by the employee and employer. The employer reserves the right to reassign work hours by a maximum change of three (3) hours earlier or later, in instances where the needs of the people supported require such flexibility, and the employer was unaware of the need at the time the shift was scheduled. Where an employee's shift is changed within ten (10) days of the scheduled shift the provisions of 22.11(B)(3) will apply.
5. Full-Time and Part-Time employees shall be advised of their scheduled dates and hours of work on an ongoing basis utilizing the scheduling system.
6. Notwithstanding 22.11(B)(3) above, a full time or part time employee who had previously been granted leave may cancel their leave at least 48 hours in advance of the starting of the shift on a maximum of five (5) occasions each calendar year. The employee who was scheduled to fill that shift shall have their shift cancelled with no right to receive compensation or a replacement shift.

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5. Substitute employees shall be advised of their scheduled days and hours of work in accordance with their availability, not less than ten (10) days in advance, utilizing the scheduling system.
6. Substitute employees shall be scheduled on a unit wide basis. Substitute employees will be assigned to a base home.
7. For non-24 hour support, the parties agree that there are some support situations where only Step 1 will be used.

22.11(c) CALL-IN PROCEDURE

“Call-In” refers to shifts that are not regularly scheduled and are assigned less than ten (10) days in advance of the shift start date.

“Non-24hr locations” shall refer to Ventures, Downtown Centre, family support, employment, supported independent living (SIL), Individualized Funded (IF), and other support situations that are non-24 hour.

1. For call-in purposes, employees will be called in accordance with 22.11(C)(3) or 22.11(C)(4). Once an employee accepts a shift(s), it cannot be cancelled by the employee unless prior authorization has been given by the Manager.
 - (i.) The parties recognize that substitute employees are expected to regularly cover absences on a scheduled and on a call-in basis. Therefore, a substitute employee who does not work the minimum number of required shifts shall lose his/her seniority and his/her employment shall be terminated, pursuant to Article 15.03(i).
2. Shifts that become available on less than ten (10) days’ notice shall be filled as follows:
 - i. Shifts at non-24hr locations shall be filled pursuant to sub article 22.11(C)(3).
 - ii. Shifts in all other areas shall be filled pursuant to sub-article 22.11(C)(4) except that available shifts will not be offered to employee already scheduled to work during the available hours, to employees on vacation or other approved leave or to employees who have not advised of their availability for the shift to be filled.
3. In the event there are available hours which the Employer intends to fill at non-24hr locations the Employer shall, prior to utilizing the call-in procedure in sub-article 22.11(C)(4) offer the hours to employees already scheduled to work fewer hours that day at the location, in order of seniority, provided the employee would not work in excess of forty-four (44) hours per week as a result of accepting the available hours, unless proper authorization is given.

4. The parties agree to the following procedure to fill available hours not filled pursuant to sub-article 22.11(C)(3):

- a. STEP 1:

In the event there are available hours which the Employer intends to fill, the available hours shall first be offered, in order of seniority, to employees assigned to the unit in accordance with their availability on the scheduling system, provided that the employee would not work two consecutive shifts that are in excess of thirteen (13) hours combined or in excess of forty-four (44) hours per week as a result of accepting the available hours.

- b. STEP 2:

Shall be defined as a bank of available/open shifts listed on the scheduling system with the following conditions:

- All shifts have passed through Step 1 unclaimed
- Shifts are only viewable and claimable by employees on their scheduling system “dashboard” as follows:
 - i. Between 60-120 days from the affected shift: staff who work in the unit (no overtime or breaking ESA rules)
 - ii. Between 45-59 days from the affected shift: staff who work in the unit (overtime allowed, no breaking ESA rules)
 - iii. Between 30-44 days from the affected shift: staff with a valid orientation (no overtime allowed and no breaking ESA rules)
 - iv. Between 20-29 days from the affected shift: staff with a valid orientation (overtime allowed, no breaking ESA rules)
 - v. Between 0-19 days from the affected shift: The shift may be worked by any employee, including those in overtime and/or without orientation, except that they cannot work over 60hrs in the pay week, and they must have at least 48hrs free from work over one (1) pay week, or two (2) 24hr periods free from work over two (2) pay weeks.

Note: Once made claimable, Shifts will stay on employees’ “dashboards” and be available for them to claim through all sub-steps (“i” to “v”) on Step 2 once they are posted unless the shift becomes unavailable or the employee clicks to “ignore” the shift.

5. When an employee can see a shift on their list, it means it’s available for them to claim. Employees will be able to claim the shift directly from the scheduling system on a first come, first served bases.
6. Any employee picking-up a shift on Step 2 less than 2 days in advance should call the support location to notify them.

7. Shifts on Step 2 may be split as long as all of the shift gets covered, according to the applicable rules.
8. For clarity, if a shift is split on Step 2, the individual components of that shift are not processed through Steps 1 or 2 as individual components of the larger shift.
9. On occasions where a shift remains unfilled after having been posted on Step 2, and the shift is less than three (3) days away, a staff member shall send an agency-wide notification using the FormStack system.
10. Notwithstanding the Steps in 22.11(C), for non-24 hour support, the parties agree that there are some support situations where only Steps 1 will be used.
11. Three (3) hours before the commencement of an unfilled shift, the employee attempting to fill the available shift shall have the option to fill that shift by:
 - e) utilizing Steps 1 of the call-in list; then
 - f) By sending agency-wide email to cover the shift in a first come first served manner; then
 - g) By making any arrangement with other employees to cover the full shift except that no party may work over 60hrs in the pay week, and all parties must have at least 48hrs free from work over one (1) pay week, or two (2) 24hr periods free from work over two (2) pay weeks; then
 - h) By choosing to stay to cover the shift themselves (not subject to daily overtime)
12. In order to qualify for the provisions of Article 22.03(C), which deals with being “stuck”, an agency-wide email must have been completed/sent within six (6) hours before the commencement of the affected shift. If no valid responses are received two (2) hours before the commencement of the available shift, the affected employee may deem themselves “stuck” and shall be entitled to the provisions of 22.03(C).
 - a. If the shift becomes available less than two (2) hours before it is scheduled to begin, the employee filling the shift using the agency-wide email is only required to wait ten (10) minutes for a valid response before deeming themselves “stuck”.
 - b. In any event, if another employee responds as available within two (2) hours before the affected shift is scheduled to begin, the “stuck” employee shall have the option to keep the shift or to assign the shift to the alternate employee.

13. Full and Part-time employees who have indicated their availability to work additional shifts using the scheduling system, and who refuse three (3) shifts on three (3) separate days in a calendar month, within a specific support location, without reasonable cause, shall not be considered for additional shifts for a period of six (6) months at that support location.
14. Responses for each call including time of call shall be recorded. Where a dispute arises, the relevant scheduling system information shall be made available to the Union President or his or her designate by the appropriate Support Manager.
15. All programs shall have a call-waiting or call-answer feature on their telephone to ensure employees called for work have access to return calls.
16. At no time shall an employee accept a shift if the result would place that employee in a triple shift, or if that employee used sick hours, before or after the affected shift that, if worked, would have placed them in a triple shift.
17. For clarity employees who are deemed stuck for the third shift of a triple shift shall still be required to work.

ARTICLE 23 - VACATION WITH PAY

- 23.01 (a) Full-time employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment less any vacation entitlement under sub-clause (b) below already received. Part-time and substitute employees who terminate with less than one (1) year of service shall be paid a vacation allowance of four percent (4%) of gross salary earned during their period of employment.
- (b) A full-time employee who has more than six (6) months service but less than one (1) year's service shall be entitled to one (1) day's vacation with pay for each completed month of service up to a maximum of ten (10) working days with vacation pay.
- (c) Vacation pay is computed from the date of commencement of employment in accordance with the following schedule:

Vacations With Pay Allowances

- (i) Full Time Employees

During Year	Days Earned Per Year	Hours Earned Per Year	Hours Earned Per Month
1	10	80	6.6666
2	10	80	6.6666
3	15	120	10
4	15	120	10
5	15	120	10
6	16	128	10.6666
7	17	136	11.3333

8	18	144	12
9	19	152	12.6666
10	20	160	13.3333
11	20	160	13.3333
12	21	168	14
13	21	168	14
14	21	168	14
15	26	208	17.3333
25 and after	27	216	18

(ii) Sleep Over Employees

During Year	Days Earned Per Year	Hours Earned Per Year (Sleep Staff)	Hours Earned Per Month (Sleep Staff)
1	10	100	8.3333
2	10	100	8.3333
3	15	150	12.5
4	15	150	12.5
5	15	150	12.5
6	16	160	13.3333
7	17	170	14.1666
8	18	180	15
9	19	190	15.8333
10	20	200	16.6666
11	20	200	16.6666
12	21	210	17.5
13	21	210	17.5
14	21	210	17.5
15	26	260	21.6666
25 and after	27	270	22.5

(iii) Substitute employees shall be entitled to 2 weeks of vacation each calendar year, to be taken in 1-week blocks, subject to operational requirements.

- i. For, each 1-week vacation block shall reduce the requirements of 22.11(A)(3)(iv) as follows:
 - 1. Reduce by 2 shifts required to be worked overall during the calendar month of the first date of vacation, and
 - 2. Reduce availability by 1 overnight shift to be worked overall during the calendar month of the first date of vacation.

(d) Earned Vacation days will be credited to an employee at the beginning of each attendance (calendar) month based on the rate of 1/12 of what the employee is

earning in the way of vacation credits at that time. A completed attendance (calendar) month is deemed to be a month in which an employee has received no less than ten (10) days pay. In determining if an employee is entitled to ten (10) days pay in an attendance (calendar) month, periods covered by sick leave allowance or periods covered by Worker's Safety and Insurance payments will be counted, provided the employee has performed (ten) 10 days work for the Employer during the vacation year.

- (e) Upon receipt of two (2) weeks prior notice, up to three (3) times annually, part-time and substitute employees shall be entitled to receive vacation pay on earnings to date. The remaining vacation pay will be paid the first pay period of December each year.

Vacation Pay

During year	% of gross earnings
1 - 9 years	4%
10 - 14 years	6%
15 years or more	7%

Part-time employees shall be granted days off work without pay equal to the number of days the employee is regularly scheduled to work during the following vacation time:

Vacation time off

- 1 – 9 yrs - 2 weeks
- 10 – 14 yrs - 3 weeks
- 15 yrs or more - 5 weeks

Part-time employees may take their vacation days off in a single day increments subject to the employee's staffing requirements.

- (f) A part-time employee who has more than one (1) year of service shall receive upon request a vacation leave of absence without pay of two (2) weeks.
- (g) Vacations requests may only be submitted to the employer for approval at any time between ten (10) days in advance and one-hundred-twenty (120) days in advance of the commencement of the requested vacation period. Such requests made 30 days or more in advance of the shift shall be considered for approval within ten 10 calendar days of the submission, and will be approved using Step 1 subject to operational needs. All vacation requests shall be aggregated during the calendar date on which they are submitted until 11:30pm, and requests made after 11:30pm shall be included as part of the following calendar date. Requests shall be processed daily starting with the request for the earliest vacation date. Where two or more employees request the same date for vacation, and such requests were made on the same calendar date by 11:30pm, and where a replacement employee is available on Step 1 for both requestors, the employee with higher seniority shall be prioritized for approval. All vacation requests shall be subject to 22.11(b).

If no coverage exists on Step 1, the employee will be granted a “provisional approval,” which shall mean that the vacation will be granted as long as someone agrees to cover the shift before the 30-day mark, subject to Step 2 requirements 22.11 4 (b).

Vacation requests that have received provisional approval but that have not been covered with replacement staff as of the 30-day mark will become denied and the requesting staff member shall complete their assigned shift.

For request under 30 days, LOA’s will be granted if covered as follows, subject to operational requirements:

- The requesting employee may find coverage using Step 1. If no coverage exists:
- The requesting employee may find coverage, involving only employees who have the requisite orientations, that does not result in any employee being entitled to overtime pay or breaking ESA rules.
 - It is the expectation that coverage for the purpose of this leave provision shall be done on an employee’s own time. Where possible, this shall be done outside the workplace. When this is not possible, the employee may fill the shift at the work location either immediately before or after the employee’s shift.

Employees entitled to more than two (2) weeks of vacation may elect to take one (1) of such additional weeks’ vacation in increments of up to five (5) consecutive days provided that such request is submitted consistent with this provision. Notwithstanding the aforementioned, the Employer may grant vacation periods to which an employee is entitled upon request if an extenuating circumstance warrants the request. Vacation pay will be paid to the full-time employee on the regularly scheduled pay day.

Vacation days can only be approved to the extent of expected accumulated vacation days earned and unused at the time of commencement of vacation.

- (h) Employees may only carry over to the next calendar year a maximum of fifteen (15) days and shall retain those days in their bank but shall not be entitled to add any further days to that bank until it falls below the maximum of fifteen (15) days. Employees who have more than fifteen (15) unused vacation days at the end of the calendar year shall be paid out those days. This payout shall not apply to employees who have an excess carry-over vacation bank as of the date of ratification. Employees may elect to cash in fifty percent (50%) of their unused vacation credits, up to twice per calendar year to a maximum of ten (10) days annually. Employees may make application to the Executive Director to carry over additional days to be used at a later date not to exceed a two (2) year period.
- (i) For purposes of this Article 23, a vacation year means twelve (12) month period commencing with the employee’s individual anniversary date of employment. In addition to the employee’s entitlement to take vacation days in the year in which such vacation days are earned, as provided in Article 23.01(c) above, employees

shall be entitled to take vacation days during the vacation year following the vacation year in which such vacation days were earned.

- (j) When a paid holiday falls during an employee's approved vacation period, he/she shall, upon written notification to the employee's Support Manager prior to the commencement of the vacation period designated which option he/she selects, add another day to his/her vacation period or take another day off at a later date not later than his/her next vacation period.
- (k) Employees who accompany clients on approved vacations shall be paid on the basis of twelve (12) regular straight time hours per day, without overtime.
- (l) Upon termination of employment, death or retirement, a full-time employee or his/her estate shall be entitled to vacation pay prorated from the preceding anniversary date to the date of termination, death or retirement. In the case of a part-time or substitute employee vacation pay will be calculated on the gross earnings since the last payment of vacation pay to the termination of employment, death or retirement. In the event of death such vacation pay shall be paid to their personal representative of the deceased employee.

Article 17.03

- 17.03 (a) Where a permanent or a temporary vacancy arises, which the Employer intends to fill, or a new job is created within the bargaining unit, the Employer shall post notice of the position for a period of eight (8) calendar days and such posting shall contain information with respect to the qualifications, location of initial assignment, general scheduling pattern and rate of pay of the position. The employer shall endeavor to post the above notice no later than the first week of each calendar month. All employees who submit an application for the job posting to the Employer's representative designated on the posting, within the posting period, or who have filed a form in accordance with sub-article 17.02, shall be considered and the successful applicant will be placed in the position as soon as possible but no later than four (4) weeks from the date of the completion of the posting period. The time periods set out in this sub-article may be extended by mutual agreement of the Employer and the Union, such agreement may not be unreasonably withheld.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 (a) Upon application in writing to the appropriate Support Director, the Employer may grant leaves of absence to employees without pay and without loss of seniority for personal reasons, without requiring such employees to use up their vacation credits first. Such requests for personal leave shall not be unreasonably denied.

- (b) For banked overtime, PPH days and banked stats employees may request leave with less than ten (10) days notice in the event that an unforeseen circumstance arises that necessitates the leave.
 - f. Such leaves shall be granted subject to operational requirements and shall not interfere with the supports given to people at the support location.
 - g. The staff member requesting the leave shall find proposed coverage using Step 1 or Step 2 of the call-in list only.
 - h. It is the expectation that call-in lists for the purpose of this leave provision shall be done on an employee's own time. Where possible, this shall be done outside the workplace. When this is not possible, the employee may fill the shift at the work location either immediately before or after the employee's shift. It is understood that such time shall not constitute overtime and shall be the employee's own time. It is further understood that the above will not interfere with the enjoyment of the home by the people who reside there, or the provision of service to them.
 - i. An employee applying for leave under this provision must cover their entire absence and must request a minimum of three (3) consecutive hours off. PPH must be taken in full days.
 - j. Leaves under this provision may not be taken previous to, or subsequent to, statutory holidays.