

COLLECTIVE AGREEMENT

between

Community Living Upper Ottawa Valley

and

**The Canadian Union of Public Employee
and its Local 5088**

**For the period:
July 27, 2019 to July 26, 2022**



COMMUNITY
Upper Ottawa Valley



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ARTICLE 1 – PURPOSE

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

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

- 1.02** Both parties recognize that first and foremost Community Living Upper Ottawa Valley is mandated to ensure that all people who live with an intellectual disability have to right to live in a state of dignity, share in all elements of living in the community and have the opportunity to participate effectively.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer except as specifically limited by the expressed terms of this Agreement.

Without limiting the generality of the foregoing, the Employer's exclusive management rights shall include the right:

- (a) to maintain order, discipline and efficiency;
 - (b) to make, enforce and amend from time to time reasonable policies and procedures to be observed by all employees;
 - (c) to hire, train, assign, select, direct, promote, transfer, demote, classify, lay-off, recall, and discipline for cause;
 - (d) to determine the number of employees to be employed, their job content and their qualifications, and classifications, and classification of personnel required from time to time, establish and administer tests for the purpose of assisting the Employer to determine the employee's qualifications to fill job vacancies or new positions, determine the number of shifts, hours of work and when overtime shall be worked, the amount of supervision necessary and the extension, limitation, curtailment or cessation of operations or any part thereof; and
 - (e) to determine the nature and kind of operations conducted by the Employer, the kinds and locations of operations, the services to be performed, the equipment facilities, and materials to be used, the methods, programs, procedures and techniques of work the allocation and scheduling of work assignments and operations.
- 2.02** The exercise of Management rights shall not be inconsistent with any of the provisions of this Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The bargaining unit is described as all employees employed by Community Living Upper Ottawa Valley in the City of Pembroke, Ontario, save and except managers/supervising senior Community Living Workers and persons above the rank of manager/supervisor, office and clerical staff and students.

3.02 No Other Agreement

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

3.03 Definitions

A full-time employee is an employee who is normally scheduled to work forty-eight (48) hours or more averaged over a two (2) week period provided that in no instance will all hours be scheduled in any seven (7) day period.

A regular part-time employee is an employee who is normally scheduled to work less than forty-eight (48) hours averaged over a two (2) week period. A regular part-time employee may from time to time work relief or on-call hours without affecting their status as regular part-time.

A contract employee is an employee hired on a temporary basis for specific non-recurring work which has a pre-established end date, or to replace a regular part-time or full-time employee who is on a leave of absence. In no way may the contract be for a term greater than one (1) year without the written consent of the Union. In the circumstances of pregnancy, parental or adoption leave, the term of the contract employee shall be up to the length of the leave. A contract employee shall be entitled to all the rights and benefits of a regular employee unless otherwise provided for in this Agreement.

A Casual employee who meets the qualification of the position being filled is employed on an "on call" basis to cover absences for full-time and part-time employees in designated locations and/or support situations due to related sickness, vacation, holidays, or other approved leave, or to fill contract positions for up to one-hundred and twenty (120) days in accordance with Article 17.05 or to provide support in emergency situations. There is no guarantee of work hours for the Casual classification.

Note: The Parties agree that the term 'Casual' shall be inclusive of and denote the terms 'Supply and/or Call-In'.

ARTICLE 4 – JOB SECURITY

4.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no layoff or any reduction of salary on account of contracting out.

ARTICLE 5 – DISCRIMINATION AND HARASSMENT

5.01 No Discrimination

- (a) The Employer, employees and the Union agree to conduct their affairs in accordance with the provisions of the *Human Rights Code* as amended from time to time.
- (b) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of membership or non-membership or activity or non-activity in the Union.
- (c) The Employer and the Union agree that there will be no harassment and discrimination under the *Occupational Health and Safety Act*, as amended. In the event an employee wishes to lodge a formal complaint alleging a breach of this act, she may have the assistance of a union steward or member of the Union executive in presenting her complaint.

ARTICLE 6 – HEALTH AND SAFETY

6.01 Respectful Workplace

- (a) The Employer and the Union recognize their joint obligation to:
 - Provide and maintain a safe and healthy workplace;
 - Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
 - Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.
- (b) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer also recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.
- (c) All health and safety training provided by the Employer will be treated as time worked and employees will be paid their rate of pay as per the Collective Agreement.
- (d) Where the safety of an employee may be endangered as a result of the actions or behaviours of people supported, the Employer will take the following safety precautions:
 - The Employer will establish written protocols and procedures for the safe handling and support of those who may require it as outline in provincial regulation as amended from time to time.
 - Each employee will be provided with information specific to people who are known to exhibit challenging behaviours (as defined in the applicable Quality Assurance Regulations as amended from time to time) with whom they are assigned to work, to enable him to protect himself and others.

- Each employee will receive training and instruction on how to recognize potential violence and respond appropriately.

6.02 Joint Health and Safety Committee

The parties agree that health and safety matters shall be the joint responsibility of the Employer, Union and employees.

A Joint Occupational Health and Safety Committee comprised of two (2) members selected by the Employer and two (2) members selected by the bargaining unit shall be established and operate in accordance with the provisions of the *Occupational Health and Safety Act*.

The Committee shall meet four times per year, or as required upon the mutual agreement of the parties and shall carry out its responsibilities in accordance with the *Occupational Health and Safety Act*.

Bargaining unit members of the committee shall be deemed to be at work during the times described and the Employer shall pay the member for those times at the member's regular rate of pay.

The Employer shall arrange for one bargaining unit member of the Joint Health and Safety Committee to complete certification training, at a mutually agreeable time. Such training will be considered time worked with no loss of wages.

The Employer agrees to cooperate in providing necessary information to enable the Committee to fulfill its functions and the Union agrees to endeavor to obtain full cooperation of its membership in observation of all safety rules and practices. The Employer and the Union agree that the Joint Health and Safety Committee shall meet to review the Employer's policies on Workplace Violence, Harassment and Supporting People with Challenging Behaviours on an annual basis. Recommendations for revisions to these policies will be submitted to the Employer.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedures established for the disposition of employee complaints and grievances, the Employer agrees that it will not cause or direct a lockout of its employees for the duration of this Agreement and the Union agrees 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. If such action should take place, the Union will instruct the employees to continue work and to perform their duties in the normal course.

7.02 "Strike" and "Lockout" shall have the meanings as set out in the Labour Relations Act of Ontario.

ARTICLE 8 – CHECK-OFF OF UNION DUES

8.01 Check-off Payments

The Union shall advise the Employer in writing of the amount of the monthly dues, initiations or assessment levied to be deducted from each employee in accordance with the Union Constitution and Bylaws prior to the fifteenth day of the month preceding the day of the change in such dues, initiations or assessments is to take effect.

8.02 Deductions

Deductions shall be made from each payroll period of each month and shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a notice of changes to the list of names and classifications of employees from whose wages the deductions have been made. A copy of the list of names of employees, including the amount deducted, shall be sent to the designated officer of the Local at the same time.

The Employer agrees to include the annual total dues deducted on the T4 slips of each employee affected by this Article.

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

ARTICLE 9 – ACQUAINTING NEW EMPLOYEES

The Employer will provide each newly hired probationary or contract employee in the Bargaining Unit with:

- a) A copy of the Collective Agreement.
- b) Notice of their position title, applicable rate of pay and the anticipated duration of their employment (contract employees).
- c) Occupational Health and Safety training as required by the Occupational Health and Safety Act (as amended).
- d) Provide the names of the Union Executive and stewards and contact telephone numbers (this list will be provided to Human Resources by the Union).
- e) The President of the Local (or designate) shall be notified of the dates of general orientation and will be invited to coordinate a member to take up to 15 minutes to explain the Union's function and the name of the Union Executive and stewards and contact telephone numbers. These 15 minutes shall be considered time worked and compensated accordingly by the Employer.

ARTICLE 10 – CORRESPONDENCE

10.01 Correspondence

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

ARTICLE 11 – LABOUR-MANAGEMENT RELATIONS

11.01 Representation

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

11.02 Labour-Management Committee

Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer.

The Committee shall enjoy the full support of both parties in the interest of improved service.

11.03 Function of the Committee

The purpose of the meetings will be to discuss matters of mutual concern to the parties (but not grievances).

11.04 Meetings of Committee

The Committee shall meet no fewer than four (4) times per calendar year, and may meet more frequently if mutually agreeable to the Employer and the Union. The meeting time and place shall be mutually agreeable to the Employer and the Union. Employees shall not suffer any loss of pay for time spent with this Committee.

11.05 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or 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 have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusion.

11.06 Chairperson

The chairperson and taking of minutes shall be rotated amongst the Committee members.

11.07 Labour Management Relations

Labour Management meeting minutes shall be co-signed by the co-chairs upon approval, prior to being posted. The Employer's internal system may be used by the Union for the purpose of emailing the meeting minutes.

ARTICLE 12 – UNION REPRESENTATION

12.01 Election of Stewards

In order to provide an orderly and speedy processing of grievances, the Employer acknowledges the right of the members of Local 5088 to elect or appoint up to four (4) stewards, including a chief steward, who are employees of the Employer and who have completed their probationary period, whose duties shall be to assist any employee whom the steward represents, in preparing and in presenting the employee's grievance in accordance with the grievance procedure.

The four (4) may include one (1) regular part-time and one (1) casual employee.

Nothing in this provision shall preclude members of the Union Executive from assisting in processing a grievance.

12.02 Names of Stewards

The Union shall notify the Employer in writing of the names of the Stewards before the Employer shall be required to recognize them.

12.03 Permission to Leave Work

The Union recognizes that the Stewards are employed to perform work for the Employer. In accordance with this understanding, should a steward be required to assist employees in presenting grievances during regular working hours, the steward will first obtain the permission of their immediate supervisor, which permission will not be withheld unreasonably. The Employer agrees that all hours spent by the Steward in meetings arranged by the Employer shall be considered as hours of work and will be paid at the straight hourly rate.

12.04 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Canadian Union of Public Employees, Local 5088. The Union will advise the Employer of the Union nominees to the Committee.

12.05 Representative of the Canadian Union

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

All requests by the representative for access to the Employer's premise shall be made with twenty-four (24) hours advance notice and must be approved by the Executive Director or designate and such approval shall not be unreasonably denied.

12.06 Time off for Meeting

Representatives of the Union who are employees of the Employer, requested to participate in joint committees created for specific Employer projects shall have the right of attending meetings held within working hours without loss of remuneration.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 Definition of Grievance

For the purpose of this Agreement, a grievance is defined as a difference arising between the Employer and a member of the bargaining unit or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Collective Agreement.

13.02 Settling of Grievances

It is the mutual desire of the parties to this Agreement that the complaint of an employee shall be resolved as promptly as possible.

An employee who has a complaint must bring that complaint to the attention of the immediate supervisor/management employee within seven (7) calendar days when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that an employee has no complaint until he has first discussed his complaint with his immediate supervisor/management employee to afford her opportunity to attempt to adjust the complaint and verbally reply, which shall be a maximum of four (4) calendar days from the presentation of the complaint.

Failing informal settlement, the following grievance steps shall apply:

Step 1

An employee with a grievance shall file a written copy of the grievance with their immediate supervisor, or designate, within fourteen (14) calendar days from which the employee first became aware of the facts giving rise to the grievance. The grievance shall be signed by the employee, state the nature of the grievance, the specific provisions of the Agreement which are alleged to be violated and indicate the relief sought. The employee may be accompanied by a Union steward. The supervisor, or designate, will give a written response to the grievance within seven (7) calendar days of receipt of the grievance.

Step 2

Failing satisfactory settlement being reached in Step 1, the employee(s) concerned, shall, within seven (7) calendar days following the supervisor's decision described above, submit the grievance in writing to their Manager of Services. The employee may be accompanied by a Union Steward. The Manager of Services shall meet with the parties within five (5) calendar days of receipt and shall render a decision in writing within seven (7) calendar days after such meeting.

Step 3

Failing satisfactory settlement being reached in Step 2, the employee(s) concerned, shall, within seven (7) calendar days following the Manager of Services' decision described above, submit the grievance in writing to the Executive Director or designate. The employee may be accompanied by a Union Steward. The Executive Director shall meet with the parties within seven (7) calendar days of receipt and shall render a decision in writing within seven (7) calendar days after such meeting.

Step 4

Failing a satisfactory settlement being reached in Step 3, the grievance may be referred directly to arbitration in accordance with Article 14.

13.03 All time limits referred to in the grievance procedure shall be construed as mandatory. Notwithstanding the foregoing, the parties may agree to waive or extend any of the time limits established in their grievance procedure. However, any such agreement shall be in writing and acknowledged by the parties.

13.04 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this article may be by-passed. If the Employer has a grievance, the grievance shall be submitted to the National Representative. However, the (14) calendar day time frame for submission of these grievances shall still apply.

13.05 Facilities for Grievance

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

13.06 Grievance Meetings

All grievance meetings will be held during the work hours of 8:30 a.m. – 4:30 p.m. Monday to Friday. The employer will schedule meetings at a time mutually agreeable between the parties.

ARTICLE 14 – ARBITRATION**14.01 Referral**

Failing settlement under the foregoing procedure, of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the grievance is arbitrable, the grievance may be submitted to arbitration as hereinafter provided. If a party elects to refer a grievance to arbitration, it must notify the other party within twenty (20) calendar days from the date of the decision under Step 3. Such referral must include the referring party's proposal for the selection of a sole arbitrator. If no written request for arbitration is received within twenty (20) calendar days from the date of the decision under Step 3 above is given, the grievance shall be deemed to have been settled.

14.02 Failure to Appoint

Failing agreement on the selection of an arbitrator either party may request the Minister of Labour to appoint an arbitrator.

14.03 Decision of the Arbitrator

Neither an arbitrator nor arbitration board shall have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provision in lieu thereof, nor give any decision inconsistent with the terms and provisions of this agreement.

The written decision shall be final and binding upon the Employer, the Union and the employees.

14.04 Expense of the Arbitrator

Each party shall pay:

1. One half of the fees and expenses of the arbitrator.
2. The fees and expenses of their nominee when proceeding with a Board of Arbitration.

14.05 Board of Arbitration

Nothing in this article precludes the parties from mutually agreeing to a Board of Arbitration to hear the matter(s) in dispute. Where there is a Board of Arbitration, the Employer and the Union shall share the cost in accordance with article 14.04.

ARTICLE 15 – DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 A claim by an employee, who has completed his probationary period, that he has been unjustly placed on an unpaid disciplinary suspension or discharged, shall be treated as a special grievance if a written statement of such grievance is lodged at Step 3 of Article 13 of the grievance procedure within five (5) calendar days after the date of such discharge or suspension and the time limit set out with respect to that Step shall appropriately apply. The Employer shall confirm such discipline in writing to the employee within forty-eight (48) hours of the date on which the discipline took place.

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

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

ARTICLE 16 – SENIORITY

16.01 Seniority Defined

Seniority is defined as the length of service with the Employer and shall be the primary factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis.

For full-time employees, seniority shall be calculated as the length of service in the bargaining unit from the employee's date of hire, subject to Article 16.04. Where date of hire for full-time employees is identical, hours paid will be the second factor considered.

For part-time employees, including Casual Staff, seniority shall be calculated on the basis of hours paid, excluding overtime, with one-thousand, nine-hundred and fifty (1950) hours paid representing one (1) year of service, provided a part-time employee does not accumulate more than one (1) year of seniority in a calendar year.

16.02 Accumulation When Absent

Subject to the provisions of the *Human Rights Code*, seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) when on an approved paid leave;
- (b) up to the equivalent of four (4) months regular hours will accumulate while off on any one incidence of Sick Leave;
- (c) up to the equivalent of twenty-four (24) months regular hours will accumulate when off on a WSIB Claim;
- (d) when on Pregnancy or Parental Leave as provided under the *Employment Standards Act*.

16.03 Seniority List

The Employer shall maintain two (2) seniority lists, one (1) for full-time and one (1) for part-time and casual employees. Seniority for full-time employees shall be shown as date of hire. Seniority for part-time and casual employees shall be shown as hours paid, excluding overtime; each one-thousand, nine-hundred and fifty (1950) hour unit shall be represented as one (1) year.

The Employer shall post up-to-date seniority lists, in order of greatest to least, for seniority accumulated to the end of December and June of each year, within fifteen (15) days of the end of the respective month, with a copy to the Union. Any employee, who disagrees with their seniority, as posted, shall have thirty (30) working days from the date of the posting to inform the Employer, in the form of a grievance, of any disagreement. After thirty (30) working days, the seniority list will be deemed to be accurate and no grievances may be initiated by the Union or the member.

16.04 Probation for Newly Hired Employees

All newly hired full-time employees shall be on a probationary basis for a period of nine hundred and seventy-five (975) hours of work or six (6) months whichever occurs first.

All newly hired part-time, casual and contract employees shall be on a probationary basis for a period of one thousand four hundred and sixty-three (1463) hours of work. Notwithstanding the above, no part-time, casual or contract employee shall be on probation for a period greater than nine (9) months.

During this probationary period, employees shall be entitled to all rights and benefits of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time and for any reason during the probationary period, except that the termination may not be discriminatory as noted in Article 5, as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement between the Employer and the Union. Any extensions agreed to will be in writing and will specify the length of the extension.

Unless there has been a break in service (termination of employment), an employee will not be required to undergo more than one probationary period.

16.05 Loss of Seniority

Subject to the provisions of the *Human Rights Code*, an employee shall only lose seniority in the event that:

- (a) The employee is discharged for just cause and is not reinstated.
- (b) The employee resigns.
- (c) The employee is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) Fails to notify in writing the Employer of the employee's intention within seven (7) calendar days and fails to report to work within fourteen (14) calendar days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer;
- (e) Is laid off or has a contract expire, and has not accumulated any seniority, for a period of eighteen (18) months;
- (f) Uses an approved leave of absence for a purpose other than that for which it was granted;
- (g) Employee is absent from work due to illness or disability, which absence continues for twenty-four (24) consecutive calendar months, and is unable to perform the essential duties of her/his job in the foreseeable future.
- (h) In the case of a casual employee, does not work a direct support shift for six (6) consecutive months, provided shifts were offered during that period. The employer shall notify the Union of such cases with documentation that shifts were offered.

16.06 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside of the bargaining unit, the employee shall retain his seniority acquired at the date of leaving the Unit, but

will not accumulate any further seniority. If such an employee returns to the bargaining unit within six (6) months, the employee may be placed in a job consistent with the employee's seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

16.07 Part-Time/Casual Transfer

Part-time or casual employees who are promoted to, or awarded a full-time position with the employer shall be credited with seniority from the date of hire as a part-time, or casual employee provided that there is no break in employment between the part-time, or casual position/status and the permanent position.

ARTICLE 17 – POSTING AND FILLING OF VACANCIES

17.01 Job Postings

When a new position is created or a vacancy occurs which is covered by this Agreement, the Employer shall notify the Union and all employees electronically and post notice of the vacancy or job opportunity in the Employer's main office for a minimum of seven (7) calendar days from the date of the posting.

17.02 The Employer agrees that it shall post vacant positions within thirty (30) calendar days of the position becoming vacant. The Employer shall have the right to fill the posted vacancy on an interim basis until the vacancy is filled and arrangements have been made to assign the employee to the job. The Employer will make every reasonable effort to fill vacancies as soon as possible.

17.03 Information in Posting

Such notice shall include the following information: job title, nature of the position, qualifications, required knowledge and education, skills, wage or salary rate or range, and shifts. The Employer agrees to state the geographic location on all residential postings (e.g. Petawawa, Pembroke East/West, etc.). This does not guarantee work at that residential location on an ongoing basis.

17.04 Role of Seniority

Both parties recognize:

1. The principle of promotion within the service of the Employer;
2. That job opportunity should increase in proportion to length of service.

In matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

17.05 The Employer shall post, in accordance with the job posting provisions of the Collective Agreement, any temporary vacancy or contract position, which is expected to be for one hundred-twenty (120) working days (900 hours) or more in duration. Any temporary vacancy that is expected to last for less than one hundred-twenty (120) working days may be filled at the discretion of the Employer, based on availability of employees. Employees who have successfully completed their probationary period may submit a letter of intent to be considered for said positions. These letters will be maintained in the

Human Resources Department until September 30th of each year. The letter will then be discarded at which time an employee can submit another letter of intent. At the time of submission, a signed copy will be returned to the applicant. The letter of intent will be automatically considered for said positions. No employee may fill a temporary vacancy or temporary contract for more than one hundred-twenty (120) working days under discretionary appointment.

- 17.06** If no written applications are received by 4:30 p.m. on the 7th calendar day of the posting or if none of the applicants have the required skills, qualifications, experience, education, ability, competence, knowledge and training, the Employer may advertise and fill the job from outside the bargaining unit.

Notwithstanding the above, consideration for promotion will be given to an internal applicant who does not meet all of the required skills, qualifications, experience, education, ability, knowledge and training but has demonstrated a commitment to qualify. If such employee is promoted, the employee will be given an opportunity to qualify within a reasonable length of time, which period shall be agreed to by the Union and the Employer in writing. The employee shall revert to the employee's former position if the required qualifications are not met within such time as is agreed upon by the Union and the Employer.

- 17.07** The Employer has the right to verify the educational status of employees.

- 17.08** Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to move from temporary to part-time, temporary to full-time or part-time to full-time.

- 17.09** The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

17.10 Trial Period

The successful applicant to a full-time position shall be allowed a trial period of up to sixty (60) calendar days or three hundred (300) hours, whichever occurs first, during which the Employer will determine if the employee can satisfactorily perform the job.

The successful applicant to a part-time position shall be allowed a trial period of up to one hundred and twenty (120) calendar days or three hundred (300) hours, whichever occurs first, during which the Employer will determine if the employee can satisfactorily perform the job.

Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

The trial period may be extended by mutual agreement of the parties.

- 17.11** If an existing full-time or part-time employee is the successful applicant to a contract position and the position becomes permanent, that employee shall have the right to that position on a permanent basis without competition or job-posting or shall revert to their former position.

17.12 Union Notifications

The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment of employees holding jobs within the Bargaining Unit.

17.13 Temporary Duty Assignments

In the initial ninety (90) days of a temporary assignment, the employee's Life Insurance, Accidental Death and Dismemberment and LongTerm Disability Insurance shall be based on the employee's regular salary, and not the salary earned during the temporary assignment.

ARTICLE 18 – LAYOFFS AND RECALLS

18.01 Layoffs

Layoff shall mean the discontinuation or elimination of a position; or a reduction of more than twenty-five percent (25%) of the normal daily or weekly hours of work of an employee over a consecutive four (4) week period due to lack of work or reduction or discontinuance of service or funding.

18.02 Notice of Layoff to the Union

In the event of a planned permanent layoff, the Employer will meet with the Union as soon as is reasonably possible, but no less than four (4) weeks in advance, to provide the Union with the details of the layoff, including the reason(s) for the layoff and the number of employees who are to be laid off.

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

- (a) accept the layoff and be placed on a recall list for a period of eighteen (18) months or length of her seniority whichever is less; or
- (b) displace an employee who has the least bargaining unit seniority in the same job classification, or if there is no employee in the same job classification with less bargaining unit seniority, then displace the employee who is the least senior employee in an identical or lower paying classification if the employee originally subject to layoff has the qualifications required for the position and can perform the work of the employee with less seniority. The right to bump shall not include the right to "bump" up. The employee so displaced in the bumping process shall have the opportunity to bump on the same terms as above or otherwise be laid off.

18.04 An employee who displaces an employee in a lower paying classification will receive the hourly rate paid to the classification.

18.05 Employees shall be recalled in the order of their seniority, provided they have the qualifications to perform the work available.

18.06 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the seventh (7th) calendar day following the date of mailing).

- 18.07** No new employees shall be hired until those laid off have been given the opportunity of recall, subject to the provisions of article 18.05. Notwithstanding the foregoing, should an employee refuse recall, the Employer may hire a new employee to fill the position for which the recall opportunity was available.
- 18.08** An employee who accepts layoff or exercises her bumping rights or otherwise secures alternate employment with the Association following a notice of layoff shall retain the right to be reinstated in her former job if such becomes available on a permanent basis within six (6) months of her/his original notice of layoff.
- 18.09** In the event of an unplanned permanent layoff, the Employer will meet with the Union as soon as is reasonably possible.
- 18.10** It is understood that this Article does not apply to contract or casual employees.
- 18.11 Full-time and Part-time**
The Employer shall not eliminate a full-time position by reason of assigning all of the existing duties of the full-time position to one or more part-time or casual positions.
- 18.12** Grievances concerning layoff due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 19 – HOURS OF WORK AND SCHEDULES

- 19.01** It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, per week, nor a guarantee of working schedules.

19.02 Normal Hours of Work

The normal scheduled hours of work for full-time employees shall be between forty-nine (49) and seventy-five (75) hours in a two (2) week period on a continuous basis.

The normal scheduled hours of work of a part-time employee shall be up to forty-eight (48) hours in a two (2) week period.

Part-time and casual employees may be scheduled for shifts of less than seven and one-half (7.5) hours, provided no shift is less than three (3) hours.

19.03 Working Schedules

The Employer will post and publish master schedules for all employees. The Employer shall provide at least thirty (30) days' notice when changing the master schedule. Once posted, the schedule shall not be changed except by mutual agreement between the Supervisor and the employees affected. The Employer shall provide not less than forty-eight (48) hours' notice of a change in a shift schedule; however, the parties agree that this provision will not apply in the case of an emergency.

It is the responsibility of the employee to check posted schedules and record the shifts for which they are responsible.

The following conditions shall apply to scheduling:

- (a) Employees will not be scheduled to work more than six (6) consecutive days.
- (b) At least eleven (11) hours off will be scheduled between shifts for employees.
- (c) Split shifts will not be scheduled.

19.04 Shift Exchange

Employees may exchange shifts with another employee, who is deemed by the Employer to be qualified, trained, oriented and conducive to the operation and supports involved.

Until an exchange has been arranged and approved by the Supervisor, the employee shall remain responsible for the shift(s).

Upon Employer approval, the employee(s) accepting the Exchanged Shift(s) is responsible for the shift(s).

Exchange of shifts shall not result in overtime payment for either employee.

19.05 Assignment of Relief/On Call Shifts

- (a) All employees that are scheduled to work under 75 hours shall provide the Employer with an availability list should they wish to be assigned shifts that may be filled on an adhoc or call-in basis. Employees acknowledge that providing their name for the availability list demonstrates a commitment to accepting shift opportunities when offered. When assigning on call shifts, the Employer shall assign the shifts as follows:

Less than forty-eight (48) hours' notice

In the event that the Employer has less than forty-eight (48) hours' notice to fill a shift, the Employer may call an employee who it anticipates will be immediately available. The Employer will endeavour to fill shifts based on seniority.

More than forty-eight (48) hours' notice

In the event that the Employer has more than forty-eight (48) hours' notice to fill a shift, in order of seniority, available regular employees that work less than seventy-five (75) hours will be called followed by casual employees who have been orientated to the team or location where the work is to be performed and who have indicated their availability for the shift, and who have not exceeded seventy-five (75) hours in that pay period.

If the shift remains unfilled, the Employer shall offer the shift to a casual and regular employees who work less than seventy-five (75) hours have been orientated to the team or location where the work is to be performed in order of seniority.

When contacting employees to fill shifts, the called employee shall have the following amount of time to respond before the Employer may call the next employee to offer the shift:

- Less than forty-eight (48) hours - no wait time
- More than forty-eight (48) hours - 2 hours – if an employee calls back after two (2) hours and if there are still shifts available then they will be offered to the employee.

- The employee shall notify the Employer as to number of hours she or he has worked in a given pay period, as requested, for the purpose of assigning shifts.

(b) No employee shall accept a relief/on call shift that would result in the employee being in an overtime position for that pay period without prior agreement from the Employer. For clarity, the offer of the shift shall not be construed as agreement by the Employer for overtime pay.

19.06 Subject to the operational requirements, the Employer shall not refuse a request from an Employee to be orientated to a particular team or work location. Should such requests exceed operational requirements, employees will be orientated in order of seniority.

19.07 Eating Periods

Employees shall be scheduled for an uninterrupted thirty (30) minute eating period, in such a manner that no employee is required to work more than five (5) consecutive hours without an eating period.

Employees who are normally required to remain at the workplace during their eating period, shall be compensated for the thirty (30) minute eating period as part of their normal hours of work.

Employees not normally required to remain at the workplace during their eating period shall not be paid for their eating period, unless work conditions are such that a supervisor determines that the employee cannot be released from work duties. Employees shall be compensated at regular rates for the duration of the eating period in circumstances where they were not able to take the entire eating period free from duties.

19.08 Reporting

It is the responsibility of each employee to monitor and review the accuracy of their electronic schedules and report discrepancies to their supervisor with a copy to the payroll department.

ARTICLE 20 – OVERTIME

It is expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be performed per day or per week or otherwise, nor as a guarantee of working schedules.

20.01 Overtime must be authorized in advance by the employee's supervisor unless the employee is unable to obtain such authorization prior to working the overtime hours. In such situations, the employee shall notify the Supervisor as soon as possible thereafter.

20.02 An employee who is authorized by the Employer and does work in excess of eighty-eight (88) hours bi-weekly will be entitled to be compensated for authorized overtime at the rate of one and one half (1.5) hours of pay at the employee's regular rate for each hour of work in excess of eighty-eight (88) hours during a pay period. All hours worked up to eighty-eight (88) bi-weekly shall be paid at straight time.

20.03 Process for Electing Payment or Time Off in Lieu

- (a) Upon reporting overtime hours worked in accordance with Article 20.02, a full-time employee shall advise the Employer in writing whether he wishes to be paid for that time off or be permitted to take that time off as lieu time.
- (b) The Employer will permit the employee to bank up to a maximum of twenty-two and one-half (22.5) hours at any given time to be subsequently taken as lieu time.
- (c) Where a full-time employee elects to be paid for time off, he shall be paid for such time on the pay period in which the overtime was worked.
- (d) Where a full-time employee elects to take time off in lieu of overtime worked, the time off shall be taken at a time mutually agreed upon by the Employer and the employee within sixty (60) calendar days from the date upon which the overtime was accumulated, otherwise payment in accordance (c) above.
- (e) Failing receipt of the employee's written election, the overtime will be credited to the employee's bank. Any amount in excess of twenty-two and one-half (22.5) hours will be paid to the employee.
- (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or any other premium payment, if applicable.

ARTICLE 21 - HOLIDAYS

21.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Victoria Day
Christmas Day	Canada Day
Boxing Day	
Easter Monday (Full-time and Part-time only)	
Civic Holiday (Full-time and Part-time only)	
Two Float Days (Full-time only)	

21.02 Compensation and Qualification for Paid Holidays

In order to qualify for the above noted paid holidays and paid days, the above noted employees must meet the qualifications and requirements set out in the *Employment Standards Act, 2000*, as amended from time to time.

Pay for paid holidays will be calculated in accordance with the *Employments Standards Act, 2000*, as amended from time to time.

21.03 Compensation for Paid Holidays Falling on a Saturday

When any of the above-mentioned holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the

statutory holiday for employees whose normal work week is Monday to Friday. For other employees, the statutory holiday shall be observed on the day on which it falls.

21.04 Compensation for Paid Holidays Falling on a Sunday

When any of the above-noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applied to the Monday) shall be deemed to be the statutory holiday for employees whose normal work week is Monday to Friday. For other employees, the statutory holiday shall be observed on the day on which it falls.

21.05 Pay for Work on Scheduled Paid Holiday

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Employees who are required to work shall be paid at the rate of time and one-half (1 ½) plus time off with pay equivalent to the number of hours worked, at a time mutually agreeable between the employee and the Employer.

21.06 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay within ninety (90) calendar days. If the employee has agreed in writing the substitute day can be scheduled up to 12 months after the holiday.

When any of the above holidays falls during an employee's scheduled vacation period, the holiday shall not be deducted from their vacation entitlement.

21.07 There shall be no pyramiding of hours worked on a Public Holiday for the purposes of calculating overtime.

21.08 An employee shall be granted a substitution of a Paid Holiday in order to observe a religious holiday(s) of his/her faith. Prior to the observation of the religious holiday, the employee shall provide at least twenty-one (21) days written notice to the Employer.

ARTICLE 22 – VACATIONS

22.01 Length of Vacation

Full-time and part-time employees will accrue vacation based upon their compensated earnings, at the respective percentage stated below in accordance with credited seniority as follows:

Less than 1950 hours: at a rate of 4% – not to exceed 10 working days.

1951 – 9750 hours: at a rate of 6% – not to exceed 15 working days.

9751 – 19500 hours: at a rate of 8% – not to exceed 20 working days.

Over 19501 hours: at a rate of 10% – not to exceed 25 working days.

Note: The Employer will round up to the nearest full day.\

Contract and casual employees shall accrue vacation pay at the amount of 4% of their regular wages.

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

Vacation accrued during any one (1) fiscal year must be used during the following fiscal year. This term does not apply to employees who have commenced a maternity/paternity leave or extended sick leave prior to the end of the fiscal year.

An employee who leaves the employ of the Employer shall be entitled to receive any unpaid vacation pay accrued by her to date of separation.

Notwithstanding the above, it is agreed that when the Employer decides to temporarily close a program location for vacation, employees working in such program location may elect to be reassigned, use their accrued vacation entitlement or take an unpaid leave of absence for the duration of the closure.

22.02 Vacation Scheduling

For Administration purposes, the Association shall use a vacation year of April 1 to March 31. The Employer shall post up-to-date seniority lists, current as of two (2) weeks prior to the date when vacation requests are to be submitted, with a copy to the Union.

Employees requesting vacation from April 1 to September 30 must submit a vacation request, at their Team Vacation Scheduling Meeting (TVSM) to be held, no later February 1 of each year. The Employer shall respond, approving or denying the vacation request no later than March 1. Virtual or in person meetings, or a combination of, shall constitute TVSM. All employees will be given the opportunity to participate. If an employee, due to extenuating circumstances, cannot attend a TVSM, as discussed in advance with their supervisor, they shall submit their vacation request to their supervisor forty-eight (48) hours prior to the TVSM.

Employees requesting vacation between the period of October 1 and March 31, must submit a vacation request, at the TVSM to be held no later than August 1 each year. The Employer shall respond, approving or denying the vacation request no later than September 1.

In accordance with Article 22.03, employees requesting vacation during the Christmas break (December 15 to January 15) must submit a vacation request, not later than October 15 of each year. The Employer shall respond, approving or denying the vacation request not later than November 15.

Vacation requests submitted in accordance with the above shall be granted in order of seniority, by classification and with due consideration given to operational needs of the Association, with the additional provision that no employee is guaranteed more than three (3) weeks during the period between Canada Day and Labour Day, of which two (2) may be consecutive. An employee submitting a vacation request in accordance with these provisions, but having their vacation denied, shall be permitted to resubmit alternative dates, and those alternative date shall be considered in accordance with that employee's seniority.

Vacation requests submitted subsequent to the dates indicated, shall be considered on a first come, first served basis. Unless unable to do so, vacation requests are to be submitted a minimum of twenty-one (21) days in advance of the vacation commencement. The Employer shall respond within one (1) week of the receipt of the request.

Once vacation has been approved, it can only be changed with the mutual consent of the employee and Employer.

The Employer reserves the right to schedule vacations for those employees who have failed to request vacation by October 30 of the vacation year. The scheduling of vacation by the Employer shall not result in the denial of previously scheduled vacations.

Any employee with seniority of five (5) years or more may carry over up to five (5) days unused vacation entitlement at the employee's request for a maximum of one (1) fiscal year. This carryover must be requested in writing to the Executive Director with a copy to their supervisor by December 1.

Team Vacation Scheduling Meetings (TVSM)

TVSM will be held prior to February 1 and August 1, for Full Time and Part Time Community Living Workers; Full Time and Part Time Assistant Community Living Workers; and Full Time and Part Time Sleep Night Staff; to select their vacation time. Staff will submit their vacation requests and will be scheduled by seniority according to their classification group.

Note:

- Employees should be prepared to have more than one choice for vacation in the event their first choice is not possible.
- Employees who do not attend the meeting and have not provided their choice as set out above, will be unable to guarantee their choice by seniority.
- For general review a vacation schedule; shall be posted such that it is accessible to all employees in the classification group.

22.03 Time Off at Christmas and New Year's

An Employee requesting time off at Christmas (inclusive of December 25) or New Year's (inclusive of January 1) will submit their request by October 15 of each year, stating their preference for Christmas or New Year's. Time off will be granted as equitably as possible, up to 4 consecutive day blocks as requested, on an alternating basis. The schedule will be posted by November 15.

It is agreed that nothing in the foregoing shall prevent an employee from making a request for vacation during this period and such request shall be granted based on seniority and operational needs.

The regular schedule may be altered during the period of Dec 15 to Jan 15 of the following year.

22.04 Illness During Vacation

Once an employee has commenced vacation, sick leave can only be substituted for vacation leave where it can be established that an illness or injury necessitated admission to a hospital, including treatment at an emergency ward/department. The affected vacation days shall be rescheduled to a later date.

ARTICLE 23 – SICK LEAVE PROVISIONS

The Employer will provide sick leave credits for the sole and exclusive purpose of protecting employees against loss of income during periods of legitimate illness.

At the beginning of each fiscal year (April 1) full-time employees who have successfully completed their probationary or trial period are credited with ninety (90) hours of sick time credits to be paid at one-hundred percent (100%) of their normal earnings. New full-time employees will be allocated sick time credits pro-rated to the date they successfully complete their probationary or trial period.

Sick leave credits have no value upon termination of employment and cannot be carried over from one fiscal year to the next.

Any employee absenting herself on account of illness, regardless of whether she qualifies for sick leave pay under this Article, subject to extenuating circumstances, shall be required to speak directly with her supervisor or designate prior to the commencement of her shift, and in any event no later than two (2) hours prior to the normal commencement of her shift.

An employee may be required to submit a medical certificate with respect to any period of time the employee is absent due to illness for more than three (3) consecutive days. It is understood that the Employer may request a medical certificate from employees to cover any absence due to illness, where a pattern of absence so warrants.

In the case of longer absences, the employee must keep his/her supervisor informed at two (2) week intervals of his/her progress and expected date of return to work. Employees are expected to notify their supervisor as early as possible of their expected date of return to work.

All employees returning to work after any absence due to illness or injury may be requested to present proof of fitness to return to work in the form of medical documentation from a physician or nurse practitioner.

The cost of any medical certificate required will be paid by the employee. Should the Employer require a function abilities form to be completed, the Employer shall pay the cost.

Employees are expected to participate in the Employer's return to work program.

A statutory or other declared holiday falling within the sick leave period shall not be charged against the sick leave credits.

When an employee's illness continues beyond their sick leave credits, the sequence shall be as follows:

- (a) The employee uses up all sick time credits;
- (b) The employee is placed on a Leave of Absence without pay. The employee is issued a Record of Employment and may apply for Employment Insurance Sick Benefits. While on

El, Community Living will supplement these benefits to eighty percent (80%) of the employee's regular wages.

- (c) The employee makes application for long term disability coverage through the benefit plan of the Employer.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 Leave of Absence for Union Functions

The Employer shall grant a leave of absence without pay to employees, who have completed their probationary period, to attend Union conventions, seminars, education classes or other Union business provided that such leave will not interfere with the efficient operation of the Employer.

In requesting such a leave of absence for an employee or employees, the Union will endeavour to give twenty-one (21) calendar days clear notice, but in no instance provide less than fourteen (14) calendar days clear notice in writing to the Employer.

The cumulative total leave of absence, the number of employees that may be absent from any one site and the number of days absent shall be provided below:

- (a) The request will not involve more than two (2) employees at any one time and not more than one (1) employee from any work location.
- (b) No leave of absence will be paid for a period in excess of five (5) working days.
- (c) The cumulative total of any and all such leaves for employees will not be more than fifteen (15) working days in any one (1) calendar year.

In addition to (b) and (c), the employer shall grant up to three (3) additional days leave to permit one (1) employee to attend the National bi-annual convention.

For administrative purposes, the Employer shall continue to pay the employee's salary and benefits, and the Union shall then reimburse the Employer for the salary paid during the period of leave.

24.02 Paid Bereavement Leave

Full-time and regular part-time employees shall be granted a minimum of three (3) regularly scheduled work days' leave without loss of salary or wages in the case of death of a wife, husband, common law spouse, father, mother, father-in-law, mother-in-law, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, step-mother and step-father, step-brother, step-sister and step-child.

Full-time and regular part-time employees shall be granted a minimum of two (2) regularly scheduled work days' leave without loss of salary or wages in the case of death of their grandmother, grandfather, step-grandparent, grandmother-in-law, grandfather-in-law, brother-in-law or sister-in-law.

Full-time and regular part-time employees shall be granted one (1) regularly scheduled work day's unpaid leave in order to attend the funeral of their aunt, uncle, niece or nephew.

A full-time or regular part-time employee may be granted additional paid or unpaid bereavement leave at management's discretion. In no event shall an employee's paid bereavement extend beyond seven (7) calendar days.

24.03 Pregnancy and Parental Leave

Such leave shall be granted in accordance with the provisions of the *Employment Standards Act*, on written request which notifies the Employer at least two (2) weeks in advance of the date the leave shall start, and stating the probable date of delivery, the length of leave requested, as well as a clearly stated intention to return to work on completion of absence.

24.04 Parental Leave for the Purpose of Adoption

Where an employee seeks a leave of absence due to legal adoption, the employee shall be granted leave in accordance with the provisions of the *Employment Standards Act*, providing there is a clearly stated intention to return to work on completion of the leave of absence.

24.05 Administration of Welfare Benefits During Pregnancy and Parental Leave

During the period of pregnancy/parental or adoption leave, the employee shall continue to participate in each type of benefit plan in which she/he is currently enrolled at the time leave commences, unless the employee elects, in writing, not to do so. The Employer shall continue to make the Employer contributions for any benefit plan, including OMERS, unless the employee gives the Employer written notice that she/he does not intend to pay the employee's contributions.

24.06 Family/Personal Leave

Full-time employees may submit written application for up to three (3) paid days per year to be used to address family and personal circumstances. Such applications will be made in accordance with the Employer's policy and shall not be unreasonably denied.

Part-time employees may submit written application for up to one (1) paid days per year to be used to address family and personal circumstances. Such applications will be made in accordance with the Employer's policy and shall not be unreasonably denied.

24.07 Time Off for Elections

Employees shall be allowed the number of hours off, required by legislation, before closing of polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

24.08 Paid Jury or Crown Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror, or who is subpoenaed as a crown witness on any matter arising out of his employment provided he reports for work on any days he is not required to so serve and presents to the Employer satisfactory certification showing the period of service. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses.

24.09 General Leave

An employee who has completed his probationary period may apply for general leave and such leave may be granted with or without pay, but without loss of seniority. Request for leave of absence must be requested in advance of the required leave, in writing to the Employer with a copy to the employee's direct supervisor.

24.10 Subject to any changes to the employee's status which would have occurred had he or she not been on approved leave of absence as provided in the Collective Agreement, following the leave, the employee shall be reinstated to her former position, on the same shift, in the same location, and at the same rate of pay.

24.11 Mandatory Training

The Employer agrees to pay all costs associated with the employee's attendance at any training course the Employer requires the employee to attend.

ARTICLE 25 – PAYMENT OF WAGE AND ALLOWANCES

25.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the wages set forth in Schedule 'A' attached hereto.

25.02 An employee using a personal automobile for the Employer's business shall be paid at a rate of forty-seven and one half (\$.475) cents per kilometre.

25.03 Pay Days

The Employer shall pay salaries and wages every second Thursday, by means of direct deposit, for all hours worked to the previous Thursday in accordance with Schedule 'A' attached hereto and forming part of this Agreement. Each pay period every employee shall be provided with an itemized statement of wages, overtime and supplementary pay and deductions.

25.04 Pay on Temporary Transfers, Lower Rated Job

When an employee is temporarily assigned by the Employer to a position paying a lower rate, the employee's rate shall not be reduced to the lower rate.

25.05 Call-Back Pay Guarantee

An employee who is required to return to work after the completion of her regular work hours shall be compensated at her regular straight time hourly rate for hours so worked for a minimum of three (3) hours.

ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Descriptions

The Employer agrees to provide job descriptions for all employees in the bargaining unit. The job description shall locate and identify a specific position within a service and

summarize the duties required by the Employer, and indicate the appropriate occupational group and job title.

Changes in the definition or composition of occupational groups, names of positions or job titles, and job specification factors applicable within occupational groups shall not be made without prior disclosure in full to the Union, and discussion with the President and Secretary of the Union, with the objective of mutual agreement. The President and Secretary of the Union shall suffer no loss of pay for participation in such discussions.

26.02 Qualifications - see Letter of Understanding

ARTICLE 27 – WELFARE BENEFITS

27.01 Welfare Benefits - Full-time employees only

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

The Employer shall pay the indicated percentage of the premiums of the following plans, or their equivalent, for all full-time employees after completion of their probationary period or subject to the carrier's requirements, whichever come first.

- | | |
|---|-----|
| 1. Group Life Insurance and A.D. & D.
(minimum 2X annual salary) | 0% |
| 2. Long Term Disability
(at least 66% of salary) | 0% |
| 3. Extended Health Care | 75% |
| 4. Dental Expense Plan | 75% |

The Employer will continue to provide welfare benefit entitlement for a twenty-four (24) month period when an employee is absent on extended sick leave or long term disability. During this period, the Employer will continue to provide its subsidy based on one (1) month of subsidy for every year of seniority up to a maximum of eighteen (18) months. The employee will be responsible for full payment of welfare benefits for the portion of the twenty-four (24) months which is not eligible for subsidy.

Welfare benefits are discontinued when an employee is terminated or resigns.

Welfare Benefits – Regular Part-time and Contract Employees

Regular part-time and contract employees shall receive 5.9% of their regular, non overtime pay in lieu of the welfare benefits after they have fulfilled their probationary period.

27.02 Workplace Safety and Insurance

The Employer agrees to cover all Employees under the *Workplace Safety and Insurance Act (WSIA)*.

An employee who is injured during working hours, and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay, without deduction from sick leave, unless the doctor or nurse states that the employee is fit for further work on that shift.

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital, as a result of an accident while on duty, shall be at the expense of the Employer.

27.03 OMERS

Employees shall participate in the Ontario Municipal Employees Retirement Plan as a condition of Employment. Contributions shall be made by the Employer and the employee in accordance with the OMERS plan.

27.04 The Employer provides and Employee Assistance Program to employees covered under this Collective Agreement.

ARTICLE 28 – GENERAL

28.01 Bulletin Boards

The Employer shall provide a bulletin board at Head Office and will allow space on its internal communication system upon which 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. The subject matter of all such notices shall be in keeping with the purpose of this Agreement. The Employer can require removal of anything it considers objectionable.

28.02 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

28.03 Personnel Files

An employee who has completed her probationary period shall have the right to have access to and review her personnel file once a year upon written request in the presence of an Employer representative, and receive copies of any documentation noted on file. All such access and review shall be arranged by appointment and take place during the employee's non-working hours.

28.04 Record of Discipline

At the written request of the employee any letter of reprimand or suspension, which does not involve abuse, neglect, human rights violation and any form of violence or harassment, will be removed from the employee's personnel file after eighteen (18) months worked from the imposition of the discipline, provided the employee's record has been discipline free during this eighteen (18) month period.

28.05 Mutual Agreement

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

ARTICLE 29 – COPIES OF AGREEMENT

29.01 Copies of Agreement

The Union and the Employer desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties. Preparation and printing of the Collective Agreement shall be done at a mutually agreeable printer and requires joint approval in advance based on an estimate of costs.

ARTICLE 30 – TERM OF AGREEMENT

30.01 Duration

The term of this Agreement shall commence on July 27, 2019. This Agreement shall become effective on the Date of Ratification and shall continue in effect until July 26, 2022 and shall continue automatically for annual periods of one (1) year each thereafter unless either party notifies the other in writing during the ninety (90) days prior to the expiration date that it desires to amend or terminate the Agreement.

30.02 If pursuant to such negotiations an Agreement is not reached on the renewal or amendment of the Agreement, or the making of a new Agreement prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

A. Howard

[Signature]

Ernie Lennell

Ben Edwards

[Signature]

SCHEDULE 'A' - WAGES

Classification		Starting Wage < 975 hours	Regular Wage > 975 hours
Community Living Worker			
Expiry		22.12	23.18
Effective July 27, 2019	1.00%	22.34	23.41
Effective July 27, 2020	1.00%	22.56	23.65
Effective July 27, 2021	1.00%	22.79	23.88
Assistant Community Living Worker			
Expiry		17.82	18.66
Effective July 27, 2019	1.00%	18.00	18.85
Effective July 27, 2020	1.00%	18.18	19.04
Effective July 27, 2021	1.00%	18.36	19.23
Casual Community Living Worker			
Expiry		17.82	18.66
Effective July 27, 2019	1.00%	18.00	18.85
Effective July 27, 2020	1.00%	18.18	19.04
Effective July 27, 2021	1.00%	18.36	19.23
Sleep Night Staff			
Expiry		14.25	14.25
Effective July 27, 2019	1.00%	14.39	14.39
Effective July 27, 2020	1.00%	14.53	14.53
Effective July 27, 2021	1.00%	14.68	14.68

Adjustments will be retroactive to July 27, 2019.

The Employer will endeavour to provide all retroactivity to current employees within forty-five (45) days of the signing of the collective agreement.

All retroactivity will be paid to current employees on a separate direct deposit.

In the event that the Ministry of Community and Social Services (MCSS) provides the Employer with funding for bargaining unit wages applicable during the term of this agreement, the Union and the Employer shall meet to negotiate the method of allocation of funds in excess of those required to satisfy all negotiated wage increases.

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Employer Lobbying

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.

A key component of this lobby will be for improved wages and benefits for workers within the sector as well as support for a strong community agency infrastructure to ensure equal access across the province.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

W. K. W.

[Signature]

Ernie Dement

Barrie Edwards

J. Matthews

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Regulatory Colleges

This will confirm the understanding of the parties reached during negotiations for the term of the Collective Agreement which expires July 26, 2022 with respect to the following:

- Unless required by the Ministry of Community and Social Services directives, regulations or legislation, employees employed by the Employer on the Date of Ratification:
 - (i) shall not be required to become a member of a Regulatory College, and
 - (ii) membership or non-membership in the Regulatory College will not be a matter of discipline, termination, or criteria for being a successful applicant for a job posting.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

Ed Heaney

Eric Lennel

Baris Chant

L. Mauthner

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Core Competencies

This will confirm the understanding of the parties reached during negotiations for the term of the Collective Agreement which expires July 26, 2022 with respect to the following:

- In the event core competencies is introduced in the workplace it is agreed the primary benefit and intent of the core competency model is to enable and facilitate positive professional development and shall not be used for any disciplinary purposes. The parties further agree the Developmental Services Human Resources Strategy document titled "Provincial Implementation of Core Competencies Expression of Interest – Phase Two" dated March 2012 provide the principles and objectives by which this initiative will be operationalized within the workplace.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

L. K. Wood

Eric Lennel

Benie Edwards

J. Mauthner

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Job Postings

This will confirm the understanding of the parties reached during negotiations for the term of the Collective Agreement which expires July 26, 2022 with respect to the following:

- With respect to the information contained in the Job Posting (Article 17.03), the Employer agrees that "nature of position" will identify whether the position is "residential", residential/community" or "community".

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

Whitehead

[Signature]

Ernie Lennart

Benie Edwards

J. Mautner

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Qualifications

This will confirm the understanding of the parties reached during negotiations for the term of the Collective Agreement which expires July 26, 2022 with respect to the following:

- Should the job qualification for a job classification change, an employee holding such classification on the Date of Ratification will be deemed qualified in such classification, unless otherwise prohibited by Ministry of Community and Social Services directives, regulations or legislation.
- Those qualifications for which the employee has been deemed qualified will be transferable to any other position in a lower Job Classification, within the bargaining unit which requires those qualifications, unless otherwise prohibited by MCSS directives, regulations or legislation.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

John Stewart

Eric Levesque

Ben Edwards

J. Matthews

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Discussion regarding conversion to full-time work

Local representatives from both the Employer and the Union shall meet to review the use of part-time positions within the agency. The parties shall discuss the issues surrounding the conversion of part-time positions to full-time positions. The Employer shall make available all relevant information in order for the parties to have an informed discussion.

Operational considerations, specifically ensuring the provision of services and supports to individuals shall be the primary consideration.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

Blank space

[Signature]

Ernie Lennart

Ann Edwards

[Signature]

LETTER OF UNDERSTANDING

between

COMMUNITY LIVING UPPER OTTAWA VALLEY

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5088

Re: Scheduling

Current permanent full-time employees whose regular hours are seventy-five (75) hours or sixty (60) hours in a pay period and are currently scheduled to work one (1) weekend in three (3), will continue to be scheduled accordingly for the duration of the current renewal of the Collective Agreement.

It is understood that if an employee described above changes their current assignment, their schedule may change to require more weekend shifts.

Dated at Pembroke this 23rd day of June, 2021.

FOR THE EMPLOYER

FOR THE UNION

H. Lewis

Eric Lennel

Benie Edwards

J. Matthews
