

COLLECTIVE AGREEMENT

Between

COMMUNITY LIVING BRANT

(Hereinafter Called The “Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 181 (Community Living Brant)

(Hereinafter Called The “Union”)

April 1, 2020 to March 31, 2023

Community Living Brant

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ARTICLE 1 – PURPOSE

1.01 The Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and the employees represented by the Union. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances which may arise from time to time hereunder in a manner hereinafter set out.

ARTICLE 2 – RECOGNITION

2.01

(a) **Bargaining Unit**

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees of Community Living Brant in the City of Brantford, save and except supervisors, persons above the rank of supervisor, Directors, persons above the rank of Director, Human Resources personnel, General Accountant, Executive Secretaries, Head Office Secretary-Receptionist, students employed during the school vacation period, and persons employed in Government subsidized programs that are for a specific period of time provided that such programs do not result in the lay-off of regular employees.

(b) The Employer agrees to provide the Unit Chairperson with notification of all Government subsidized programs as they occur, the persons involved with the project and the expected length of the project.

(c) In order to provide job security for members of the bargaining unit, the employer agrees that all work or services performed by the employees shall not be contracted out with the effect of causing a lay-off or reducing the regular hours of any employee.

Whenever feasible, the Employer shall give the Union sixty (60) days notice in writing in the event that the Employer is planning reductions and/or closure of programs, services or supports; layoffs; restructuring or any other initiative that would impact the work of the bargaining unit and/or the job security of bargaining unit members. The Employer shall meet with the Union within five (5) days of the written notice at which time the Employer shall discuss with the Union matters giving rise to the aforementioned notice.

(d) Should job qualifications change, bargaining unit members will be deemed qualified in their current position, and those qualifications for which the employee has been deemed qualified will be transferable to any other position within the bargaining unit which requires those qualifications.

2.02 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or any representative which may conflict with the terms of this Agreement except by the mutual consent of the representatives of the Employer and the Union.

2.03

- (a) Full Time employees shall be defined as bargaining unit employees regularly scheduled for more than 24 hours.
- (b) Part Time employees shall be defined as bargaining unit employees regularly scheduled for not more than 24 hours.

2.04 Temporary Worker

A temporary worker is a person employed for the purpose of replacing an employee on approved leave of absence in accordance with Article 17, 18 and 21 of this Agreement or a person employed for the purpose of performing a temporary assignment which does not exceed six (6) months. A temporary worker will be entitled to Paid Holidays and Vacations in accordance with the Employment Standards Act, and will not be entitled to Sick Leave or Benefits Plans. A temporary worker shall not accumulate seniority except that a temporary worker who is subsequently appointed to the probationary staff shall have their seniority dated back to the commencement of their last temporary assignment provided that they complete the probationary period and that there has not been an intervening employment break with the Employer of more than one (1) month between completing the temporary assignment and the probationary appointment. Except for the foregoing, a temporary worker shall be entitled to all rights and privileges of the Collective Agreement except access to the Grievance Procedure and/or Arbitration in the event of discharge.

2.05 Representation

The Employer and the Union shall have the right to have the assistance of any representative or other authorized agent at Step 1 of the Grievance Procedure and thereafter, negotiations and other meetings as mutually agreed upon.

ARTICLE 3 – MANAGEMENT FUNCTIONS

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

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, promote, demote, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- (c) Make and enforce and alter from time to time reasonable rules and regulations to be observed by all employees. Such rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment;
- (d) Determine the number of personnel including contract positions required, services to be performed and the methods, procedures and equipment to be used in connection therewith.

ARTICLE 4 – DISCRIMINATION

4.01 The Parties agree to abide by the *Ontario Human Rights Code*, the Employment Standards Act and the *Ontario Labour Relations Act*, all of which are subject to amendments from time to time.

ARTICLE 5 – UNION SECURITY

5.01 Union Activities

The Union agrees that there will be no solicitation for membership, or other Union activities on the premises of the Employer, except as specifically permitted by the Agreement or in writing by the Employer.

5.02 Check – Off of Union Dues

The Employer shall deduct from every employee dues as levied by the Union on its members. The Union shall advise the Employer of such dues in writing at least thirty (30) days prior to their effect.

The Employer shall remit the amount so deducted to the Secretary-Treasurer and Unit Chair of the Union by the fifteenth (15th) day of the month next following the deduction along with a list of the names, addresses, classifications and sex of the employees from whose pay the deductions have been made.

5.03 Dues Receipts

The Employer agrees to include the annual total of dues deducted on each employee's T-4 slip.

5.04 Indemnification

The Union agrees to indemnify and save the Employer harmless with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Union dues as provided herein.

5.05 Interviewing Opportunity

Each new employee shall be allowed to meet with a Union Steward for thirty (30) minutes of a work day during their first month of employment for the purpose of discussing benefits and duties of union membership and responsibilities and obligations to the Union. The timing for such a meeting shall be arranged by the employee's immediate supervisor and steward. The Employer agrees to provide all new employees with a copy of the Collective Agreement at the time of hiring. The Unit Chairperson shall be notified bi-weekly in writing of each new employee upon hiring, appointments, contracts, transfers and resignations.

5.06 The Employer agrees to supply the Union with the list of the names, phone numbers and addresses of the present and new Employees of the bargaining unit. The union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.

5.07 During the term of the Collective Agreement, the Parties agree that the Collective Agreement can only be amended by the written agreement of the Parties.

ARTICLE 6 – UNION – EMPLOYER COMMITTEE

6.01 A Union-Employer Committee shall be established consisting of up to four (4) representatives of the Union, two (2) full time and two (2) part time, who have completed their probationary periods elected/appointed by the Union provided that not more than one (1) representative shall be elected/appointed from the same service location and up to four (4) representatives of the Employer. The Committee shall concern itself with matters which are not matters of collective bargaining. It is understood that any matter which could be processed pursuant to the grievance and/or arbitration procedures provided under this Collective Agreement shall not be discussed at meetings of the Committee. The Committee shall meet at the request of either party, and a copy of the agenda will be distributed to the representatives of the parties at least forty-eight (48) hours prior to the meeting. In addition to those mentioned, the Local Unit Chairperson and the Executive Director shall automatically be members of the Union-Employer Committee.

ARTICLE 7 – UNION REPRESENTATION

7.01 Stewards

The Employer acknowledges the right of the Union to appoint or otherwise select up to four (4) stewards from Group Living and four (4) stewards from other locations from among employees who have completed their probationary periods provided that not more than one (1) Steward shall be appointed from the same service location. The Union will notify the Employer, in writing, of the names of the Stewards. The Employer shall not recognize any representative until so advised by the Union. The Stewards and the Local Unit Chairperson shall constitute the Union Grievance Committee.

7.02 Permission to Leave Work

It is agreed that a Steward shall continue to perform their regular duties in order to maintain efficiency of operations. However, in accordance with this understanding, should they be required to investigate disputes or to assist employees in presenting grievances during regular working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. Such permission shall not be unreasonably withheld. The Employer agrees to compensate the Steward at their regular straight time hourly rate for time lost during their regular working hours while servicing grievances hereunder.

7.03 Union Bargaining Committee

The Employer agrees to recognize a Bargaining Committee of up to five (5) employees plus the Unit Chairperson, provided that all members of the Bargaining Committee have completed their probationary period. The function of the committee shall be to negotiate renewals of this Collective Agreement. The Union agrees to notify the Employer of the names of the Bargaining Committee in writing. The Employer agrees to compensate employees at their regular straight time hourly rate for time lost during their regular working hours while meeting with the Employer to negotiate renewals of this Agreement.

7.04 Employees who are elected to the Bargaining Committee will be allowed two (2) unpaid days by the Employer for time spent in preparation for bargaining. It is agreed that the Union shall give the Employer fourteen (14) days notice in writing for such leave.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

Settling of Grievances

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

Complaint Stage

An employee who has a complaint must bring that complaint to the attention of their immediate supervisor or designate within six (6) working days of when the employee became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. It is understood that no employee has a grievance until the immediate supervisor has been given an opportunity to adjust the complaint and verbally reply, which shall be a maximum of three (3) working days from the presentation of the complaint. At the complaint stage of the grievance procedure, any meeting will be conducted with equal representation from each party. Where feasible, a consistent supervisor will follow through with the grievance to the completion of the Grievance Procedure.

Grievance Initiation

Subject to having completed the Complaint Stage, the employee shall reduce the Grievance to writing, specify the Article or Articles of this Collective Agreement alleged to have been violated, cite the Grievance, and then, within five (5) working days of the verbal reply of the immediate supervisor, process the Grievance through the following steps in the following sequence:

Step 1

The Grievance shall be submitted to the Director of Support or designate. A meeting will be held between the Director of Support or designate and the employee within five (5) working days of the receipt of the grievance. A Steward may accompany the employee if the employee so requests. The Director of Support or designate will reply in writing within (5) working days after the meeting.

Step 2

Failing settlement being reached in Step 1, the Union Grievance Committee, with the written authority of the grievor, within five (5) working days of the reply in Step 1 above, but not thereafter, shall present the grievance to the Executive Director at a meeting requested for that purpose. The grievor shall have the right to be present at the meeting. The meeting shall be held within ten (10) working days after the request from the Union for such meeting. The Executive Director shall reply in writing within five (5) working days of the meeting and then, failing satisfaction with such reply, the Union Grievance Committee may within thirty (30) calendar days of the receipt of the reply in Step 2 but not thereafter, refer the grievance to arbitration in accordance with Article 9.

8.03 Policy Grievance

It is agreed that a grievance arising directly between the Employer and the Union shall be originated under Step 2 and the time limits set out with respect to that Step shall appropriately apply. Such grievance must be filed within twenty (20) working days of when the party became or ought reasonably to have become aware of the occurrence which gave rise to the complaint. However, it is understood that the provisions of this section may not be used with respect to an individual grievance and that the regular grievance procedure shall not be by-passed.

8.04 Working Day Defined

Working day means a day other than Saturday, Sunday or a paid Holiday pursuant to 16.01 of this Collective Agreement.

8.05 Time Limits

The time limits outlined in this Article may be extended by the parties by mutual agreement in writing.

8.06 Disciplinary Action

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee and the Union within ten (10) working days of when the employer became aware of the occurrence which gave rise to the disciplinary meeting of the purpose and reason of the interview in order that the employee may consult with their Steward and arrange for their to be present at the interview. Absence due to vacation, sickness or any other reason by the Employee involved shall extend the ten (10) working days referred to above. A grievance resulting from disciplinary action may be initiated at Step 2 of the Grievance Procedures.

A copy of any recorded warning and any other disciplinary action will be given to the employee concerned and placed in the employee's personnel file. In the event that an employee is discharged, such action shall be confirmed in writing to the employee and a copy to the Union.

An Employee who receives a letter of discipline shall have such letter removed after a period of twenty-four (24) months provided that there has been no further discipline in that twenty-four (24) month period.

Notwithstanding the foregoing, if discipline involves inappropriate interaction with a person who the Employer supports, such discipline shall remain on the personnel file for sixty (60) months.

8.07 Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the

requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for Arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for Arbitration shall commence upon completion of the mediation stage.

ARTICLE 9 – ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievances procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The Employer and the Union will mutually agree upon a single Arbitrator.
- 9.02 Any Arbitrator appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 9.03 The decision of the Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.
- 9.04 The Employer and the Union shall share equally the cost of the sole Arbitrator.

ARTICLE 10 – NO STRIKES OR LOCKOUTS

- 10.01 There shall be no strikes or lock-outs so long as this Collective Agreement continues to operate.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

- (a) Seniority as referred to in this agreement, shall be the length of continuous service with the Employer in the bargaining unit since most recent date of hire and shall include service with the Employer prior to the certification of the Union. The seniority list will show most recent date of hire.

- (b) Seniority of full-time employees who previously worked part-time for the Employer shall be credited on the basis of 1600 part-time hours to equal one year.
- (c) When a part time employee accepts a full time temporary assignment, that employee shall continue to accrue seniority on an hourly basis for the purpose of grid progression within the part time salary schedule.

11.02 Probation for Newly Hired Employees

An employee will be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until after they have completed ninety (90) shifts or one (1) year, whichever comes first, for the Employer in the bargaining unit from the date of their most recent date of hire. Probation may be extended at the mutual agreement of the parties for a period not to exceed sixty-five (65) days worked. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and seniority shall be effective from the original date of employment.

The employment of a probationary employee may be terminated at any time during the probationary period without recourse of that employee or the Union to the Grievance Procedure, Mediation and/or Arbitration unless the terminated probationary employee alleges a violation of the Ontario Human Rights Code.

11.03 Seniority List

Full-time Employees: A seniority list shall be maintained by the Employer. Such seniority list should be updated in January and July of each year and shall be posted on appropriate bulletin boards. A copy shall be supplied to the local union secretary at the time of initial posting and subsequent revisions.

Part-time Employees: A seniority list shall be maintained by the Employer. Such seniority list shall be updated subsequent to pay cheque #13 and pay cheque #26/27 of each year and shall be posted on appropriate bulletin boards. Part-time seniority is calculated based on hours worked. A copy shall be supplied to the local union secretary at the time of initial posting and subsequent revisions.

11.04 Loss of Seniority

An employee shall lose all seniority and the employment with the Employer shall be terminated under the following circumstances, if they:

- (a) Voluntarily quits their employment;

- (b) Is discharged and such discharge is not reversed through the grievance, mediation and/or arbitration procedures;
- (c) Has been absent for two (2) consecutive working days unless a reasonable excuse for such leave is provided;
- (d) Fails to report or make arrangements to report for work within ten (10) working days after issuance of notice of recall by registered mail to their last address on record with the Employer;
- (e) Is laid off for a period in excess of twenty-four (24) months;
- (f) Utilizes a leave of absence for a purpose other than for which it was granted;
- (g) Fails to report to work within seven (7) working days after the expiration of a leave of absence;
- (h) Retires;
- (i) Is outside of the bargaining unit for eighteen (18) consecutive months.

11.05 It shall be the duty of the employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such employee.

11.06 No employee shall be transferred outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, they shall retain their seniority accumulation up to the date of leaving the unit, but will not accumulate any further seniority. It is understood that, after eighteen (18) consecutive months outside of the bargaining unit, the employee's seniority is lost.

ARTICLE 12 – JOB POSTING

12.01

- (a) The Employer agrees to post notices of all permanent job vacancies within the bargaining unit which are to be filled and temporary assignments of one (1) year duration or longer. Such notices shall be posted on appropriate bulletin boards for a period of seven (7) calendar days during which time the Employer may advertise externally. Interested employees who have completed their probationary period must apply within the period of the posting. Subject to operational requirements, the Employer shall move the successful candidate to the posted position within six (6) weeks of the posting date. In the event the move to the posted position is not done within six (6) weeks of the posting date, the Employer will advise the Union of the reasons for the delay. Employees must complete their probationary period prior to being considered for any temporary assignment.

It is understood that internal applicants will be fully considered prior to the Employer considering outside applicants for vacant positions.

- (b) Should a full time vacancy not be filled by a regular full time employee, part time employees shall then be fully considered prior to considering persons not employed by the Agency. Furthermore, should a part time vacancy not be filled by a regular part time employee, full time employees shall then be fully considered prior to considering persons not employed by the Agency.

12.02 Notices of permanent job vacancies shall include the nature of the position, qualifications, experience, education, hours of work, salary range, and location. While the location is indicated on the posting, continuing placement is not guaranteed. Copies of all job postings shall be forwarded to the Unit Chair.

12.03

- (a) A Supervisor, will explain the reason or reasons for an Employer initiated transfer to the affected Employee and the Union. The local chairperson will be notified of the reason or reasons, in writing, prior to such transfer. The affected Employee will have the option of having a follow up meeting with the Employer and a Union Representative to clarify the reasons for the transfer.
- (b) When making a change in work location, change of shift and/or change of hours, the employer shall give consideration to maintaining consistency in existing working conditions.

12.04 The Employer shall have the right to fill the vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the successful applicant to be assigned to the job concerned.

12.05 Full time Employees: In the event a full time employee successfully bids for a vacancy hereunder, the Employer need not consider such employee for any further posted vacancy for a period of nine (9) months following the date of acceptance unless the posted vacancy is a promotion.

Part time Employees: In the event a part time employee successfully bids for a vacancy hereunder; the Employer need not consider such employee for any further posted vacancy for a period of three (3) months following the date of acceptance unless the posted vacancy is a promotion.

- 12.06 If the skills, ability, experience and qualifications are relatively equal between two or more full time employees or two or more part time employees, seniority shall be the directing factor when decisions are made with regard to promotions and posted vacancies within the bargaining unit. Should there be no qualified applicants among the job applicants; the Employer may fill the position from other sources. It is acknowledged that individuals receiving support may participate in the interview process in accordance with the process developed by the joint committee and approved by the parties.
- 12.07 The Union shall be notified monthly of all hirings, including temporary positions, layoffs and terminations of employment within the bargaining unit.
- 12.08 Trial Period
The successful applicant shall be notified, and they shall be given a trial period of sixty-five (65) days worked in the new position. During this trial period, either the Employer or the employee may decide that the employee is not suited for the new position and, in such case, the employee will revert to their former position, wage or salary rate and with no loss of seniority. Time remaining in the trial period may be waived at the mutual agreement of the Employer and the employee.
- 12.09 Promotions Requiring Higher Qualifications
Where there are no other applicants, consideration for promotion will be given to an employee who does not possess the required qualifications but who is preparing, through means acceptable to the Employer, to obtain the required qualifications in a reasonable span of time. Such employees will be subject to a trial period as per Article 12.08.
- 12.10 Upon request, an unsuccessful applicant shall receive an interview with an appropriate member of management to review their application and to discuss matters that could assist them in subsequent job competitions.

ARTICLE 13 – LAYOFF

13.01 Definition of Layoff

Full time: In the event that a reduction of the work force is required, the Employer agrees to lay off full time employees in reverse order of seniority provided that replacements are willing and possess the skills, abilities, and qualifications to perform the duties of the positions. A full time employee about to be laid off may bump any full time employee with less seniority, providing the

full time employee exercising the right has the skills, abilities and qualifications to perform the work of the full time employee with less seniority.

Part time: In the event that a reduction of the work force is required, the Employer agrees to lay off part time employees in reverse order of seniority provided that replacements are willing and possess the skills, abilities, and qualifications to perform the duties of the positions. A part time employee about to be laid off may bump any part time employee with less seniority, providing the part time employee exercising the right has the skills, abilities and qualifications to perform the work of the part time employee with less seniority.

13.02 Recall

The Employer agrees to recall employees on Layoff in order of seniority provided that employees are willing and they possess the skills, abilities and qualifications to do the work which is available.

13.03 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

13.04 New employees shall not be hired until those laid off have been given an opportunity of recall.

ARTICLE 14 – HOURS OF WORK

14.01 Meaning of Hours of Work

Full time: It is hereby expressly understood and agreed that the provisions of this Article are stated solely for the purpose of crediting overtime and shall not be construed as a guarantee of any minimum or restriction of any maximum number of hours to be worked, or as a guarantee of working schedules.

Part time: It is hereby expressly understood and agreed that the provisions of this Article shall not be construed as a guarantee of any minimum or restriction of any maximum number of hours to be worked, or as a guarantee of working schedules.

Full Time

- (a) The regularly scheduled hours of work shall be maintained as follows:
- Thirty-seven and one-half (37.5) hours per week averaged over a two (2) week schedule,
 - Forty (40) hours per week averaged over a two (2) week schedule, or,
 - Forty-four (44) hours per week averaged over a two (2) week schedule for Night Shift Staff only.
- (b) Each shift shall include a paid thirty (30) minute lunch break each day. When required by a supervisor, employees are required to remain on the premises for such paid lunch period and, when required, provide assistance to individuals receiving support.

Part Time

- (c) Normal hours of work are twenty-four (24) hours or less per week including a thirty (30) minute paid lunch break each day when regularly scheduled hours exceed four (4) per shift. When required by a supervisor, employees are required to remain on the premises for such lunch period and, when required by the supervisor, provide assistance to individuals receiving support.
- (d) All part-time employees will be required to identify their availability for work for a period of four (4) weeks. To achieve this objective, part-time employees will update their availability at the end of each pay period in order to ensure an unbroken four (4) week period.

All part time employees are required to commit to be available to work at least six (6) days per pay period including one (1) weekend day. Part-time employees must be available to work on one of Christmas Day, Boxing Day and New Year's Day and must advise the Employer no later than September 15th. In addition, part-time employees must be available to work a minimum of three (3) additional paid holidays each year.

Part-time employees shall be available for a full twenty-four (24) hour period starting at 0700 and ending at 0700 the next calendar day. Vacation time must be requested and approved in accordance with Article 17.02.

14.03 Working Schedules

Full time: The employer will post working schedules at least four (4) weeks in advance. Subject to operational requirements, as solely determined by the Employer, the Employer shall offer reasonable consideration of an employee's scheduling request.

Part time: The employer will post working schedules on Dayforce at least two (2) weeks in advance. The Employer will communicate changes in the schedule with the affected staff. Where possible, the Employer will provide at least 24 hours notice prior to the change. When there is an operational need to cancel a shift with less than 24 hours notice, the Employee will be provided alternate work for the same number of scheduled hours or more.

14.04 For regular weekend positions, a normal shift for full time employees shall be eight (8) hours in length for the purpose of calculating sick leave credits, vacation credits and payments on paid holidays.

14.05 The employer, subject to Article 14.01, will advise the Union about the Christmas schedule for full time employees by October 15th of each year.

ARTICLE 15 – OVERTIME

15.01 Full time: If an employee is assigned to work and does work in excess of the regularly scheduled hours of work over a two week average, as set out in Article 14, they will be compensated by either of the following methods:

- (a) Lieu time equivalent to one and one-half (1½) times the time worked, or;
- (b) Payment of an overtime premium at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for time worked.

In completing their timesheet, an employee shall specify the option for compensation for overtime. If the employee fails to specify the option, the employee shall be paid for the overtime.

Time taken in lieu shall be arranged at a time mutually agreed upon by the employee and their immediate supervisor. Any accrued lieu time will be paid out twice per year, in the last pay period in March and the last pay period in September.

Before overtime is worked, prior approval is required from the supervisor.

Part time: Overtime shall be defined as those hours worked in excess of forty (40) hours per week. Payment of an overtime premium shall be at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for time worked.

15.02 An employee who is called into work outside their regularly scheduled hours of work will receive a minimum of three (3) hours pay at their regular straight time hourly rate except to the extent that such work overlaps and extends into their regular hours.

15.03 Full time: If an employee accompanies an individual receiving support on an overnight holiday in a twenty-four (24) hour period, the employee will receive, at a minimum, their regular eight (8) hours pay plus eight (8) hours pay or eight (8) hours lieu time at the discretion of their immediate supervisor. In exceptional circumstances as determined by the employee's supervisor, in their sole discretion, where an employee receives less than eight (8) hours for rest due to urgent or extended support of an individual receiving services, such cases shall result in the loss of rest time being credited to the lieu time bank at straight time.

Unless otherwise requested in advance and agreed to by the immediate supervisor, any lieu time accumulated by an employee as a result of accompanying an individual on vacation shall be taken immediately upon the conclusion of the vacation.

Part time: If an employee accompanies an individual receiving support on an overnight holiday in a twenty-four (24) hour period, the employee will receive their straight eight (8) hours pay plus eight (8) hours pay.

15.04 Part Time: Call In will be distributed in accordance with the procedure agreed upon by the Parties.

ARTICLE 16 – PAID HOLIDAYS

16.01 Listing of Paid Holidays

For the purpose of this Agreement, the following days shall be recognized as paid holidays for employees who have completed their probationary period:

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

Full Time employees will receive one (1) float day to be taken at a time mutually agreeable to the employee and their immediate supervisor. After thirty (30) years of service, full-time Employee's will receive one (1) additional float day each year.

16.02 Qualifiers

In order to qualify for a paid Holiday, an employee must meet the qualifications of the current Employment Standards Act and must not be employed under an arrangement where they may elect to work or not when requested to do so.

16.03 Work on Paid Holidays

Full time: An employee who is required to work on paid holidays shall be paid for authorized work performed on such day at a rate of one and one-half (1½) times their regular straight time hourly rate for all hours worked and, in addition, provided they qualify, the Employer shall grant another working day for the paid holiday which day shall be mutually agreed upon by the employee and concerned supervisor and shall not be later than the next annual vacation of the employee and the day substituted shall be deemed to be the paid holiday.

Part time: An employee who qualifies and who is required to work on a paid holiday shall be paid for authorized work performed on such day at a rate of two and one-half (2½) times their regular straight time hourly rate for all hours worked.

16.04 Full time: Where a paid holiday falls on an employee's day off or during the employees' vacation period, the Employer shall grant another working day off the paid holiday adjacent to the employee's vacation or on another day mutually agreeable to the employee concerned and their supervisor, which day shall not be later than the next annual vacation and the day so substituted shall be deemed to be the paid holiday.

Part time: When an employee is scheduled to work on a holiday and does not work, they shall not be paid for the holiday unless absent on sick or bereavement leave or unless excused in writing by the Employer. An employee who qualifies for a paid holiday and has 1,600 hours or more of seniority shall be paid a minimum of four (4) hours at their regular straight time hourly rate.

16.05 When an employee is scheduled to work on a holiday and does not work, they shall not be paid for the holiday unless absent on sick or bereavement leave or unless excused in writing by the Employer.

ARTICLE 17 – VACATIONS

Full-Time Employees

17.01

(a) **Length of Vacation**

Each Employee upon completion of one year's continuous employment with the Employer shall have fifteen (15) days vacation with pay at their regular straight time hourly rate accruing at the rate of 1.25 days per month. It is understood that upon completion of six (6) months of continuous active service, an employee may receive up to seven (7) days vacation of the foregoing entitlement.

(b) Each employee upon completion of five (5) years continuous employment with the Employer shall have earned twenty (20) days vacation with pay at their regular straight time hourly rate accruing at the rate of 1.67 days per month.

(c) Each employee upon completion of twelve (12) years employment with the Employer shall have earned twenty-five (25) days vacation with pay at their regular straight time hourly rate accruing at the rate of 2.08 days per month.

(d) Each employee upon completion of twenty (20) years employment with the Employer shall have earned thirty (30) days vacation with pay at their regular straight time hourly rate accruing at the rate of 2.5 days per month.

Vacation credits for regular full-time employees shall only accumulate to a maximum of 25 days unless otherwise approved by the Director of Support. Approval shall not be unreasonably withheld.

17.02

Preference in Vacations

Employees shall generally provide the immediate supervisor with twelve (12) weeks notice of their preferred vacation period. The immediate supervisor will make every reasonable effort to grant chosen vacations within seven (7) calendar days of receipt of such notice. When conflicts arise, seniority shall be deciding factor.

During the months of May, June, July, August and September, vacation periods must be taken in one week blocks that are equivalent to the employee's regularly scheduled work week. Specifically, employees working from Monday through Friday shall request vacation from

Monday through Friday. Employees working Tuesday through Saturday shall request vacation Tuesday through Saturday and so on. Employees utilizing less than a full week of vacation entitlement shall not be permitted to take vacation during the aforementioned months except at the discretion of the Employer and, furthermore, provided it does not affect another employee's full week's vacation, regardless of seniority.

It is understood that where a vacation week request contains a statutory holiday, the employee shall only be requesting four vacation days and, as such, shall be considered as a one week vacation block for the purpose of this Article.

It is understood that exceptional circumstances (acceptable to the Employer) may require that the twelve (12) week notice period be waived and that the employee's preferred vacation period shall be submitted with greater advance notice. The Employer agrees to consider such requests and shall endeavour to approve such requests where operationally feasible. Once approved, the employee shall not be denied the approved vacation period by future vacation requests from employees with greater seniority.

17.03 Payment on Termination / Resignation

An employee who voluntarily leaves the employ of the Agency for any reason shall be entitled to receive any unpaid vacation pay which is accrued to their date of separation unless they leave without giving two weeks notice of termination, in which case, they shall only be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.

17.04 Approved Leave of Absence During Vacation

Where an employee qualifies for bereavement or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

17.05 Overtime Vacation Rate

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

17.06 Notwithstanding 17.01 – 17.05, an employee who regularly works thirty (30) hours per week or less will be entitled to vacations in accordance with the Employment Standards Act.

Part-Time Employees

- 17.07 Vacation pay shall be in accordance with the Employment Standards Act except that the payment shall be six (6) percent for employees with at least 1600 hours of seniority or 5 years of service with the Employer, whichever comes first.
- 17.08 The Employer agrees to pay an additional one-half percent (½%) vacation pay on all hours worked exclusive of overtime.
- 17.09 The Employer agrees to pay employees with at least sixty-four hundred (6,400) hours of seniority an additional one and one-half percent (1½%) vacation pay on all hours worked exclusive of overtime.
- 17.10 The Employer agrees to pay Employees with at least ninety-six hundred (9,600) hours of seniority an additional one percent (1%) on all hours worked exclusive of overtime.

ARTICLE 18 – SICK LEAVE

- 18.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of regular income when they are legitimately ill and unable to work and will be granted on the following basis:
- (a) Full time: Sick leave will be accumulated for sickness for employees after the completion of their probationary period on the basis of one and one-half (1½) days per month of active employment to a maximum of eighteen (18) days in total at any time;
Part time: Sick leave will be accumulated for sickness for employees after the completion of their probationary period on the basis of three and a half (3 ½) hours per month of active employment to a maximum of one hundred (100) hours in total at any time.
 - (b) Once these credits are earned, they may be used when sickness renders the employee unable to perform assigned duties. Sick leave credits used up will be deducted from the total credits accumulated;
 - (c) An Employee, upon returning to work from sick leave, may be requested to present proof of sickness in the form of a medical certificate;
 - (d) Employees shall not be entitled to sick leave for sickness or accident compensable by some form of disability payment, such as Workplace Safety and Insurance Board. The Employer will provide ninety (90) days notice of any change and shall consult with the Union prior to effecting any change;
 - (e) Sick leave credits will expire on termination of employment, retirement or on death;

(f) Any Employee absent on account of sickness must notify their supervisor or designate on each day of illness as early as possible before the time they would normally report for work. Failure to give such notice may result in loss of sick leave benefits for that day of absence. The requirement to notify their supervisor or designate on each day of illness will be waived if the employee knows the length of time they will be absent and advises their supervisor or designate at the start of the definitive period of sick leave.

18.02 The Employer agrees that no full time employee shall lose entitlement to accumulative sick leave credits while on Sick Leave pursuant to Article 18 or while on some form of disability payment, such as Workplace Safety and Insurance Board, for a period not to exceed two (2) years. The Employer further agrees that no full time employee shall lose entitlement to vacation and benefits until the expiration of Sick Leave pursuant to Article 18 and/or Weekly Indemnity or while on some form of disability payment, such as Workplace Safety and Insurance Board, for a period not to exceed two (2) years.

18.03 Should the Employer request an employee to be examined by a physician of the Employer's choosing, the physician's fee shall be borne by the Employer.

ARTICLE 19 – BENEFIT PLANS

19.01 **Group Insurance Plan-Full Time Employees**

Unless otherwise stipulated, all benefit changes shall commence upon the first of the month following the date of ratification

The Employer agrees to pay one hundred (100%) of the premium costs of the Group Insurance Plan for each eligible and participating employee in the active employ of the Employer who has completed 3 months worked and who regularly works more than thirty (30) hours per week.

The vision care limit shall be a maximum of \$175.00 for frames and unlimited lenses or \$175.00 for contact lenses for cosmetic purposes every twenty-four (24) months. Effective April 1, 2021, there shall be a maximum of \$1,000 per year for medical necessary contact lenses.

The Employer shall pay a maximum of \$90.00 for an eye examination once every twenty-four (24) months for the employee, spouse and dependent child over the age of eighteen (18).

Group Life Insurance in the amount of two (2) times annual gross earnings to a maximum of \$145,000.00.

Effective upon the first of the month following the date of ratification of this Collective Agreement, the 2018 Ontario Dental Association schedule of fees shall apply to the Dental Plan. Effective April 1, 2021, the 2019 Ontario Dental Association schedule of fees shall apply to the Dental Plan. Effective April 1, 2022, the 2020 Ontario Dental Association schedule of fees shall apply to the Dental Plan.

The Dental Plan shall include a 50/50 rider with lifetime maximums as follows:

- The combined lifetime maximum per child of \$1,250.00 for Orthodontics and Major Restorative (including partial plates, dentures and crowns);
- The combined lifetime maximum per adult is \$1,250.00 for Major Restorative (including partial plates, dentures and crowns).

The Hearing Aid limit shall be up to \$1000.00 per individual in each three (3) year period including repair but not batteries or routine maintenance. Effective April 1, 2021, the Hearing Aid Limit shall be up to \$1500.00 per individual in each three (3) year period including repair but not batteries or routine maintenance.

The coverage for Massage, Chiropractic, and Naturopath is \$1,100.00 coverage in total. Coverage is payable from the first visit for Massage and Naturopath and from the 10th visit for Chiropractic.

Effective April 1, 2021, the Paramedical maximum shall be \$500.00 per calendar year.

Full time employees whose normal hours of work is less than thirty (30) hours per week shall be entitled to benefits as outlined in the Article 19.02 Group Insurance. The details of the Group Insurance Plan are outlined in a booklet provided by the carrier. A copy of the Master Plan and subsequent amendments shall be provided to the Union.

Benefits: Age 65+

Life insurance reduces by 50% and ceases at the earlier of retirement or age 70. Weekly Indemnity coverage ceases at the earlier of retirement or age 71. Long Term Disability coverage ceases at the earlier of retirement or age 65. Critical Illness coverage terminates at age 65, retirement or when the Critical Illness benefit is paid, whichever occurs first. Prescription Drugs must go through the Provincial plan first prior to submitting any claim to the Carrier.

19.02 Group Insurance Plan-Part Time Employees

Unless otherwise stipulated, all benefit changes shall commence upon the first of the month following the date of ratification

The Employer agrees to pay 100% of the premium costs for \$20,000.00 of Group Life Insurance and 60% of the premium costs for the Dental Plan for each eligible and participating employee in the active employ of the Employer who has completed their probationary period and who is regularly employed for at least twelve (12) or more hours per week.

Effective upon the first of the month following the date of ratification of this Collective Agreement, the 2018 Ontario Dental Association schedule of fees shall apply to the Dental Plan. Effective April 1, 2021, the 2019 Ontario Dental Association schedule of fees shall apply to the Dental Plan. Effective April 1, 2022, the 2020 Ontario Dental Association schedule of fees shall apply to the Dental Plan.

The Dental Plan shall include a 50/50 rider with lifetime maximums as follows:

- The combined lifetime maximum per child of \$1,250.00 for Orthodontics and Major Restorative (including partial plates, dentures and crowns);
- The combined lifetime maximum per adult is \$1,250.00 for Major Restorative (including partial plates, dentures and crowns).

Upon providing proof of payment, the Employer shall reimburse part time employees a maximum of \$90.00 for an eye examination once every twenty-four (24) months for employees only.

The details of Life Insurance and Dental Plan are outlined in a booklet provided by the carrier. A copy of the Master Plan and subsequent amendments shall be provided to the Union.

Benefits: Age 65+

Life insurance reduces by 50% at age 65 and ceases at the earlier of retirement or age 70.

19.03 In the event of a legal work stoppage, the Employer agrees to maintain all insurance and benefits on behalf of all eligible and participating full time employees. The Union agrees to reimburse the employer for the premiums during this period.

19.04 Legislation

The employee share of Employment Insurance premium reduction shall be used to offset the cost of the 50/50 orthodontic rider.

ARTICLE 20 – HEALTH AND SAFETY

20.01 First Aid/Cardio Pulmonary Resuscitation (CPR) Course / Crisis Prevention Training

The Employer may require employees to attend a properly accredited First Aid/Cardio Pulmonary Resuscitation (CPR) Course / Crisis Prevention Training. Time spent in attendance will be considered as time worked and the Employer will assume cost, if any, of this Course. Cardio Pulmonary Resuscitation and Crisis Prevention upgrading covered by this Article.

20.02 Immunization or Vaccination

Where the Employer has identified a health risk area for which immunization or vaccination shots are available, the Employer will pay the costs for immunization or vaccination shots for employees who have chosen to participate.

20.03 Health and Safety Committee

Two representatives from each of the Union and the Employer will be appointed to sit on the Joint Health and Safety Committee and will meet at least once every two months. There shall be no loss of pay for Union members in attendance at such meetings.

20.04 Violence in the Workplace and Health and Safety in the Workplace policies were developed after consultation with the Union through the Joint Health and Safety Committee and prior to changing either policy, the Employer agrees to consult with the Union through the Joint Health and Safety Committee. Both parties agree that if an employee claims that a policy is being breached, the Employer and the Union shall meet to ensure the policy is being upheld.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 General Leave

The Employer may, in its discretion, grant a leave of absence with or without pay to an employee who has completed their probationary period. Requests for leave of absence shall be in writing and submitted to the Executive Director. Such request shall not be unreasonably denied. For any leave of absence (including leave to temporarily assume a supervisory position outside the bargaining unit) which does not exceed six (6) months, seniority shall continue to accrue.

21.02 Pregnancy / Parental Leave

Pregnancy / Parental Leave shall be granted in accordance with requirements of the current Employment Standards Act.

21.03 Paid Jury or Crown Witness Duty Leave

If an employee who has completed their probationary period is required to serve as juror or Crown witness, they shall not lose their regular pay because of such attendance provided they notify the Executive Director immediately upon notification that they will be required to serve as a juror or Crown witness, presents proof of service and promptly pays to the Employer any amounts paid to their for such service less any reimbursement received for travel, meals and accommodation.

21.04 Leave of Absence for Union Functions

The Employer shall grant leaves of absence without pay for up to eight (8) employees to attend Union conventions or seminars, provided that:

- (a) Such leave does not unduly interfere with the operational requirements of the Employer;
- (b) The total leave granted hereunder shall not exceed a maximum of forty (40) working days per Agreement year;
- (c) Not more than one (1) employee from any service location may receive leave hereunder at any one time.
- (d) The Union gives fourteen (14) calendar days notice in writing of such leave to the Employer.

21.05 Bereavement Leave

An employee will be granted leave to enable their to attend a funeral, to make funeral arrangements and, in some instances, to put in order the affairs of the deceased. Based on a need for time from work, the immediate supervisor shall approve bereavement leave (with pay) as stated below:

- (a) Half (½) day for in-town funeral of a relative or friend;
- (b) One (1) day for out-of-town funeral of a relative or friend;
- (c) Three (3) days for the death of a parent, grandparent, grandchildren, brother or sister, parent-in-law, brother or sister-in-law, or grandparent-in-law, and five (5) days for the death of a spouse, common-law spouse, same sex spouse, or child. Coverage is to include stepfamilies.

In situations including, but not limited to, internment at a later date, a memorial at a later date or where the funeral is not within commuting distance of Brantford, where the attendance of the employee can be verified at the request of the Employer, the Employer shall allow reasonable time off without pay and without loss of benefits or seniority accumulation to attend to such matters.

21.06 Family Emergencies

Full-Time: Four (4) days per year with pay are available to an employee to provide dependent care or to address an urgent matter that concerns a dependent. A dependent shall be limited to the family members listed in Article 21.05 (c). This time of four (4) days will be charged to the employee's sick leave credit.

Part-Time: Twelve (12) hours per calendar year with pay is available to an employee to provide dependent care or to address an urgent matter that concerns a dependent. A dependent shall be limited to the family members as listed in Article 21.05 (c). This time of twelve (12) hours will be charged to the employee's sick leave credit.

21.07 Medical Appointments

(a) Subject to the approval of their immediate supervisor, a full time employee shall be allowed a maximum of ten (10) hours per calendar year of paid leave for medical appointments, which occur during regular working hours. Whenever feasible, the supervisor will allow a full time employee to make up time if the full time employee has exhausted the maximum time allowed.

(b) When a full time employee has been injured on the job, medical appointments as a result of such injury shall normally be scheduled in time other than work time. For appointments that can be scheduled only during work time, the supervisor shall endeavour to accommodate such appointments.

ARTICLE 22 – PAYMENT OF WAGES, MILEAGE AND PENSIONS

22.01 Pay Days

The Employer shall normally pay salaries and wages bi-weekly on Thursdays prior to 2:00pm in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

22.02 Mileage Allowance

In the event an employee uses their automobile on behalf of the employer and is authorized by their immediate supervisor to do so, the Employer shall pay an allowance \$0.45 per kilometer upon receipt of an official travel expense form approved by the employee's immediate supervisor. Effective October 1, 2017, the Employer shall pay an allowance of \$0.46 per kilometer upon receipt of an official travel expense form approved by the employee's immediate supervisor. For an employee who uses their automobile on behalf of the Employer, and is authorized by their immediate supervisor to do so, such employee shall purchase insurance with

a minimum of one (1) million dollars of liability insurance plus a 6A Rider / Commercial Rider if required by their insurer. The Employer will pay a maximum of \$100.00 per year for the 6A Rider / Commercial Rider only and, to receive reimbursement, the employee must provide proof of the costs of the 6A Rider / Commercial Rider to the Employer. In addition, the Employer provides excess liability coverage for non-owned automobiles.

22.03 The Multi Sector Pension Plan replaced the previous Registered Retirement Savings Plan.

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

1.

- A) "Plan" means the Multi-Sector Pension Plan
- B) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - i. the straight time component of hours worked on a holiday; and
 - ii. holiday pay, for the hours not worked; and
 - iii. vacation pay; and
 - iv. sick pay paid directly by the Employer (but not short-term indemnity, long term disability, or WSIB payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.All other payments, premiums, allowances, and similar payments are excluded.
- C) "Eligible Employee" means all employees in the bargaining unit who have completed the probationary period of the earlier of ninety (90) shifts worked or one (1) year from date of hire.

- 2. Commencing October 1, 2019 each Eligible Employee shall contribute for each pay period an amount equal to 3.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3.5% of Applicable Wage to the Plan. Effective April 1, 2021, each Eligible Employee shall contribute for each pay period an amount equal to 3.75% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3.75% of Applicable Wages to the Plan.
- 3. 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. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. 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, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement

Date of Hire;

Date of Birth;

Social Insurance Number;

Date of first contribution;

Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit and only to the extent that such records remain in the Employer's possession);

Gender;

(b) 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 enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

Full Address;

Termination date where applicable (MM/DD/YY)

Marital status, and any change to marital status;

Date of Death (if applicable)

(d) To be Provided Annually but no later than December 31

Current complete address listing for all Eligible Employees;

Period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

Period(s) of lay-off, while subject to recall;

Period(s) of absence for pregnancy or parental leave;

Period(s) of Strike or Lockout;

Other leaves of absence;

Hours worked by employees covered by the Collective Agreement who are not yet Eligible Employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustee 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 attached here to in Schedule B.
6. 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 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 exceed 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.

22.04 Pay Cheque Error

Should the Employer make an error on an employee's pay, that error shall be corrected and payment made within forty-eight (48) hours, excluding Saturday and Sunday, of notification of the error. In the event of an overpayment, the arrangement for the remittance of any overpayment shall be determined after consultation between the personnel officer or designate and the affected employee provided that such arrangements shall be determined within forty-eight (48) hours, excluding Saturday and Sunday, of notification of the overpayment.

ARTICLE 23 – GENERAL CONDITIONS

23.01 Bulletin Boards

The Employer will provide space on a bulletin board in each program location, which may be used by the Union for posting notices. Such notices, other than notices of meetings, shall be subject to the approval of the Executive Director or designate before posting. There shall be no general distribution of notices of any kind upon the Employer's property other than as provided above.

23.02 Personnel File

An employee shall, upon reasonable request, have access to review their personnel file in the presence of an authorized representative of the Employer. If requested by the employee, a steward shall be in attendance at the file review.

Further to above and Article 8.06, upon request to the Executive Director or designate, an employee who receives a counselling letter shall have such letter removed after a period of twenty-four (24) months provided that there have been no continuing concern about the matter(s) raised in the counselling letter.

23.03 Copies of the Collective Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Collective Agreement and their rights and obligation under it. For this reason, the Employer and the Union shall share equally the cost of printing sufficient copies of this Collective Agreement. The Employer shall provide each employee with a copy of the said agreement upon hiring.

23.04 Training Courses

The Employer agrees to post information about appropriate training courses and employees may apply to be selected.

23.05 Job Descriptions

The Employer agrees to draw up job descriptions for employees in the bargaining unit. The Union will be provided with copies of job descriptions.

23.06 Vehicle Cleaning

The Employer, subject to the prior approval where feasible of the employee's supervisor, shall pay for the cost of the interior cleaning of any area of the employee's car which is soiled by a person receiving service. This may include a sudden occurrence or an accumulation of dirt, odour, or soil over a period of time due to regular, ongoing transportation supports.

23.07 Subject to the approval of the Director, Administrative Support or designate, clothing damaged through no fault of the employee in the course of their duties may be repaired, cleaned or replaced by the employer upon damaged clothing being produced.

23.08 A copy of the Employee's Performance Appraisal shall be given to the Employee and a copy shall be placed in the Employee's personnel file. The Employee has the right to add comments to the Performance Appraisal.

23.09 If the Union claims a position is not properly classified, the Employer shall review the position and evaluate and notify the Union.

ARTICLE 24 – DURATION

24.01 This Collective Agreement shall be binding and remains in effect from April 1, 2020 to March 31, 2023 and shall continue from year to year thereafter unless either the Employer or the Union gives to the other notice in writing not more than ninety (90) days prior to the expiry date of the Collective Agreement of its desire to amend, renew, or terminate the Collective Agreement.

IN WITNESS THEREOF each of the Parties has caused this Agreement to be signed by their duly authorized officials or representative, as the ____ day of _____, 2021.

FOR THE UNION

Judy Gaddy
Judy Gaddy (May 26, 2021 14:29 EDT)

Carolyn Jarvis
Carolyn Jarvis (May 26, 2021 15:32 EDT)

Cheryl Smith
Cheryl Smith (May 26, 2021 15:44 EDT)

Heather Rutter
Heather Rutter (May 26, 2021 15:54 EDT)

Karah Plante
Karah Plante (May 26, 2021 17:01 EDT)

Heather Grassick
Heather Grassick (May 27, 2021 13:06 EDT)

FOR THE EMPLOYER

Kathryn Dubicki
Kathryn Dubicki (May 26, 2021 12:04 EDT)

Debbie CAvers
Debbie CAvers (May 26, 2021 12:08 EDT)

Cristin Ladner
Cristin Ladner (May 26, 2021 12:35 EDT)

COMMUNITY LIVING BRANT – SCHEDULE A

Position		April 1, 2020	January 1, 2021 Pay Equity	April 1, 2021	April 1, 2022
SUPPORT WORKER ECE SUPPORT WORKER TEACHER					
Full-Time	Part-Time				
START		24.39	24.63	24.78	25.02
YEAR 1	1600 hours	25.12	25.37	25.52	25.77
YEAR 2	3200 hours	25.84	26.10	26.25	26.51
YEAR 3	4800 hours	26.61	26.88	27.03	27.29
PROGRAM ASSISTANT AWAKE NIGHT					
Full-Time	Part-Time				
START		21.16	21.37	21.52	21.73
YEAR 1	1600 hours	21.74	21.96	22.11	22.33
YEAR 2	3200 hours	22.36	22.58	22.73	22.95
YEAR 3	4800 hours	23.00	23.23	23.38	23.61
RELIEF STAFF (SLEEP NIGHT)					
Full-Time	Part-Time				
START		18.42	18.79	18.94	19.12
YEAR 1	1600 hours	18.85	19.22	19.37	19.56
SECRETARY #1					
Full-Time	Part-Time				
START		20.54	20.75	20.90	21.10
YEAR 1	1600 hours	21.13	21.34	21.49	21.70
YEAR 2	3200 hours	21.70	21.92	22.07	22.28
YEAR 3	4800 hours	22.33	22.55	22.70	22.92

SECRETARY #2					
Full-Time	Part-Time				
START		21.16	21.37	21.52	21.73
YEAR 1	1600 hours	21.74	21.96	22.11	22.33
YEAR 2	3200 hours	22.36	22.58	22.73	22.95
YEAR 3	4800 hours	23.00	23.23	23.38	23.61
DRIVER *					
Full-Time	Part-Time				
START		18.32	18.32	18.47	18.65
YEAR 1	1600 hours	18.82	18.82	18.97	19.16
YEAR 2	3200 hours	19.33	19.33	19.48	19.67
YEAR 3	4800 hours	19.87	19.87	20.02	20.22
JANITOR *					
Full-Time	Part-Time				
START		15.23	15.23	15.38	15.53
YEAR 1	1600 hours	15.60	15.60	15.75	15.90
HOUSEKEEPER / COOK					
Full-Time	Part-Time				
START		19.46	19.62	19.77	19.96
YEAR 1	1600 hours	20.01	20.17	20.32	20.52

* Male Job Class (ineligible for pay equity adjustment)

LETTER OF UNDERSTANDING

This letter shall be attached to the Collective Agreement for information but does not form part of the Collective Agreement.

1. There will be no introduction of pagers except by mutual agreement.
2. The Employer agrees to encourage, educate and enforce the harassment policy as drafted by the Agency.
3. Job Description
The parties agree that the Union-Employer Committee shall review job descriptions once a year.
4. Orientation Process
A Union representative shall be scheduled a time slot in the Orientation process.
5. Article 17.01
The Union and the Employer agree that effective immediately, the Employer will begin enforcing this article. Employees, who have in excess of 25 days vacation and do not have scheduled time off, will be scheduled off. As a transitional measure, employees will be allowed eight (8) weeks to submit their vacation request to meet the above criteria.
6. Except in the case of an emergency, the Employer shall ensure that a new employee receive orientation on a shift before working that shift and that a new employee will not be working alone with individuals until they have been trained on the medication procedure and has read and signed all policies and procedures and signified so in writing.
7. The Agency may allow an exchange of shifts at the request of two part-time employees in the same classification provided that approval is obtained in advance from the immediate supervisor and that no additional cost results to the Agency in such an exchange in shifts.
8. That an ad hoc committee, of not more than three (3) part-time employees who have completed their probationary period and three (3) representatives of the Employer, meet as requested by either party to review the procedure for Distribution of Call-In. The meeting shall be held within thirty (30) days of the request.

LETTER OF UNDERSTANDING

Advocate Provincial Government

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

The Employer further agrees to advocate to the Provincial Government for the continuation of the Developmental Services Advisory Group. The proposed composition of the Group would include representatives for the Developmental Services sector provincial network or other appropriate provincial organizations representing Employers, CUPE and other labour partners. Furthermore, the Parties would invite the ministry of Community and Social Services to participate.

LETTER OF UNDERSTANDING

Full Disclosure

The Employer shall provide the Union with full disclosure regarding the current level of funding and any additional funding. Should any wage gap funding and/or other Government funding directed to wages beyond the negotiated increases, the parties shall meet to discuss the disposition and implementation of that money.

LETTER OF UNDERSTANDING

Professional Colleges

1. There will be no requirement for any bargaining unit member to become a member of a College unless required by a ministry directive, regulation or legislation.

Effective April 1st, 2010 where legislation requires bargaining unit members to become members of a College, the Employer shall pay fifty percent (50%) of the cost of the annual membership fees to a maximum of seventy-five dollars (\$75.00).

Effective April 1, 2018 the Employer shall pay one hundred percent (100%) of the cost of the annual membership fees for Early Childhood Educators to a maximum of one hundred fifty dollars (\$150.00)

Corporate Plans for Cell Phones and Car Cleaning:

The Employer agrees to research the possibility of obtaining a corporate rate for cell phone plans and car cleaning that could be utilized by employees. The Employer will report back to the Union on their findings by March 31, 2019.

Conversion of Part-Time Jobs To Full-Time Jobs:

The Employer and the Union shall meet twice a year in May and November, to review the use of part-time positions within the Agency at the Labour Management Committee, The parties shall discuss the issues and will explore, in good faith, the potential and feasibility of converting of part-time positions to full-time positions. The Employer shall make available a current staff list that identifies employee status and will consider additional disclosure requests from the Union, in order for the parties to have an informed discussion.

2012 PARTICIPATION AGREEMENT

The Agreement made this 30th day of March, 2015

BETWEEN:

Community Living Brant
(the "Employer")

- and -

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES
(the "Trustees")

In consideration of the Employer becoming a participating employer, commencing August 1, 2015, in the Multi-Sector Pension Plan (the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and Local 181 of the CUPF (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with

interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. 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 any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(a) To be Provided at Plan Commencement

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employers' Fund entry date (for the purpose of calculating past service credit);

gender.

(b) 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 enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

full address;

termination date where applicable (MM/DD/YY);

marital status;

date of death (if applicable)

(d) **To be Provided Annually but no later than December 31**

current complete address list for all eligible employees;

period(s) of absence due to illness or disability, including WSIB;

period(s) of layoff, while subject to recall;

period(s) of absence for pregnancy or parental leave;

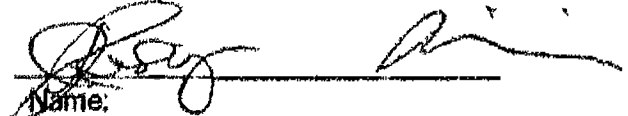
period(s) of strike or lockout;

other leaves of absence;

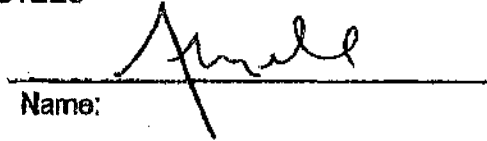
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

EMPLOYER:


Name: _____

MULTI-SECTOR PENSION PLAN, BY ITS
TRUSTEES


Name: _____