

COLLECTIVE AGREEMENT

BETWEEN

COMMUNITY LIVING ALGOMA

(hereinafter referred to as the "Employer/Board")



-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 1880-01

(hereinafter referred to as the "Union")



TERM OF AGREEMENT: April 1, 2020 to March 31, 2023

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ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is:

1. To promote and maintain a harmonious relationship and to settle conditions of employment between the Association and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment.
3. To encourage efficiency in operation and high quality of service to people supported.
4. To promote the morale, well-being, and security of all the employees.
5. To provide the mechanism for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Association recognizes the Canadian Union of Public Employees and its Local 1880-01 as the sole and exclusive bargaining agent for all employees of the Association in the categories of Full-time and Part-time save and except Supervisors, persons above the rank of supervisor and Human Resources personnel, and hereby agreed to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties.

2.02 Work of the Bargaining Unit

- a) In order to provide job security for Association employees in the Bargaining Unit, the Association agrees that no such employee shall be laid off or receive a reduction in normal pay because of work being sub-contracted, leased, assigned, conveyed or transferred to any other person or company.
- b) Both parties recognize the importance of volunteers, students and co-op students and excluded employees paid via government sponsored grants to the operation of the Association and it is not the intent of either party to limit their use in the Association except where the job security of Association employees may be affected.

- i. The Employer agrees that it will not expand its current use of volunteers who connect with people we support without discussion with the Union. The Union agrees that the volunteers may be utilized to enhance the work currently preformed by the Bargaining Unit but not replace members.
- ii. Any grant position or government sponsored programs which the Association has access to, will first receive written approval from the Union before being used. If at the end of this grant period any new position is created, it will be posted within the Bargaining Unit and selection shall be made in accordance with Article 13.

2.03 No contract, written or oral, shall be entered into between an employee and the Association or any of its duly authorized representatives, on matters relative to hours of work, salaries, working conditions, promotions, demotions, or any condition affecting the welfare of the employees in general.

2.04 Right of Fair Representation

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

2.05 Notice and Disclosure

The Employer shall give the Union three (3) months notice in writing in the event the Employer is contemplating or planning reductions and/or closures of programs, services or supports; layoffs; restructuring or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

Should the ministry issue a directive to the Employer, the Employer shall provide the Union notice in writing as soon as they are aware and will implement according to the Ministry's directive.

The Employer shall meet with the Union within ninety (90) working days of the written notice at which time the Employer shall fully disclose to the Union any and all plans for reductions and/or closure of programs, services or supports; layoffs; restructuring; or any other initiative that would impact the job security of the bargaining unit members.

ARTICLE 3 – DISCRIMINATION

3.01 The Association and the Union recognize the right of the employee to work in an environment free from workplace violence and harassment. To this end the parties subscribe to the spirit and intent of the *Ontario Human Rights Code* and will cooperate in ensuring that the objectives contained therein are met. The Employer recognizes its responsibility to maintain a discrimination-free workplace.

In cases where workplace violence and harassment may result in the transfer of a staff, where possible, it shall be the alleged harasser who is transferred. The staff who is harassed will not be transferred against their will.

The Association and the Union shall not discriminate against employees because they are or are not a member of the Union, or because of their Union activities.

3.02 Discrimination

Discrimination is unfair differential treatment of an individual or group, whether intended or not, on the basis of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or unrelated criminal conviction. It is important to note that such conduct is not only a breach of this Standard; it may also be a breach of the Ontario Human Rights Code. Discrimination may include but not restricted to:

- Refusal to provide goods, services, facilities or accommodations
- Exclusion from employment
- Refusal to work with, train someone
- Favouritism

3.03 Personal Rights

The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees will not be asked or required to do personal services for a Manager, which are not connected with the operation of the Employer.

3.04 Harassment

Harassment is any activity that ignores the dignity and worth of other human beings. It is a course of conduct that embarrasses, demeans or humiliates. Single acts of sufficient severity may constitute harassment. It is discriminatory to harass an individual on any of the following prohibited grounds: race, national or ethnic origin, colour, religion, age,

sex, sexual orientation, marital status, family status, disability, record of offences. These groups are protected as defined in the Ontario Human Rights Code, Occupational Health & Safety Act – Bill 168 and CLA’s Collective Agreement.

3.05 Sexual Harassment

Sexual harassment shall be defined as any comment and/or conduct of a sexual nature that undermines an employee’s health, job performance, or work place relationships or endangers an employee’s employment status or potential. Sexual harassment shall include, but not be limited to:

- i. Inappropriate touching, including touching which is expressed to be unwanted;
- ii. Suggestive remarks or other verbal abuse with a sexual connotation;
- iii. Compromising invitations;
- iv. Repeated or persistent leering or other gestures;
- v. Demands for sexual favours;
- vi. Sexual assault;
- vii. Inquiries or comments about individual’s sex life;
- viii. Gender-based insults or jokes causing embarrassment or humiliation.

3.06 Personal Harassment

Personal harassment shall be defined as any behaviour which denies staff their dignity and respect, that is offensive to said staff, or that which causes personal harassment of another employee in carrying out the duties, or in the provision of their services in any form and at any level. This clause is not intended to prevent the Employer from exercising its management rights to supervise and provide performance feedback to employees. Personal harassment shall include, but not be limited to:

- i. Repeated, intentional, offensive, threatening comments;
- ii. Actions deliberately designed to demean and belittle an individual;
- iii. Causes personal humiliation or embarrassment to an employee.

3.07 Bullying

Bullying is any repeated or systemic behaviour, physical, verbal or psychological including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person. Personal harassment and/or bullying does not include acceptable social banter in the workplace. Nor does it include actions occasioned through the exercise of good faith management’s rights for bona fide operational requirements or progressive corrective discipline in a manner that is respectful of those involved.

3.08 [Workplace Violence and Harassment](#)

Workplace harassment is a course of conduct which includes unwelcome verbal or signed comments or physical conduct either obvious or subtle which:

- Creates an intimidating, hostile or offensive environment;
- Interferes with an individual's ability to carry out their responsibilities;
- Can affect an individuals' employment opportunities.

Workplace Violence means, (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker, (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

**Refer to the applicable Workplace Violence and Harassment Policies and Standards 435 and 435-1.

3.09 [Procedure to Follow RE: Workplace Violence and Harassment](#)

- a) Refer to the applicable Workplace Violence and Harassment Policies and Standards 435 & 435-1.
- b) Cases of sexual/personal harassment shall be considered as discrimination and shall be eligible to be processed as a grievance. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- c) Both parties agree that all procedures and results thereof will be dealt with in the strictest confidence.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that all management rights and prerogatives are vested exclusively with the Association and without limiting all the generality of the foregoing; it is the exclusive function of the Association:

- a) To determine and establish standards and procedures for the care, welfare, safety and comfort of those receiving support and services of the Association.

- b) To have the right to plan, direct, and control the work of the employees and the operations of the Association. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, work schedules, and the increase or the reduction of personnel in any particular area on the whole.
 - c) To maintain order, discipline, and efficiency.
 - d) To hire, to transfer, to lay off, to recall, to promote, to demote, to classify, to assign duties, and to discharge, suspend, or otherwise discipline employees for just cause.
- 4.02 The Association agrees that these rights shall be exercised in a manner consistent with the terms of this agreement and an employee or the Union's right to grieve. The Union agrees that the exercise of management rights in supervision and providing performance feedback to employees does not constitute personal harassment as set out in Article 3.06.

ARTICLE 5 – UNION MEMBERSHIP & UNION DUES

5.01 All employees of the Association covered by this agreement shall as a condition of employment, become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

5.02 [Check-Off Payments](#)

The Association shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.03 [Deductions](#)

Deductions shall be transferred through an electronic transfer to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The electronic funds shall be accompanied by a list of the names of employees from whose wages the deductions have been made.

5.04 [Dues Receipts](#)

At the same time that Income Tax (T-4) slips are made available, the Association shall provide the amount of the Union dues paid by each Union member in the previous year.

ARTICLE 6 – NEW EMPLOYEES

- 6.01 The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, or relief), start dates and work location of all employees hired into the bargaining unit prior to their first day of employment.

The Association agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off. All newly hired employees will receive a copy of the Collective Agreement and the names and telephone numbers of the Unit Vice Presidents and Shop Stewards as part of the orientation process.

On commencing employment in a position within the bargaining unit, the employee's immediate Manager or other representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union.

The Representative designated by the Union will be given an opportunity to attend orientation to acquaint the members with the structure, benefits, and union membership for a period of up to fifteen (15) minutes within regular working hours and without loss of pay for either employee.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Association's Executive Director or their designate and CUPE Local 1880-01 Unit Vice-President(s) and the CUPE National Representative.

A copy of any correspondence between the Association and any employee in the Bargaining Unit, pertaining to the interpretation, administration, or application of only part of this agreement shall be forwarded to CUPE Local 1880-01 Unit Vice-President(s) and the CUPE National Representative.

ARTICLE 8 – UNION REPRESENTATION AND COMMITTEES

- 8.01 The Association acknowledges the right of the Union to select the following:
- a) One (1) steward and one (1) alternate from each program unit location. (In the absence of either the steward and/or the alternate, the employee may contact the Unit Vice-President)

- b) A Union Bargaining Committee of not more than five (5) employees, three (3) of whom shall be paid by the Association in accordance with Article 8.02.
- c) A Grievance Committee consisting of three (3) stewards.
- d) Job Evaluation Committee, as referred to in Article 25, consisting of two (2) Union employees, both of whom shall be paid by the Association in accordance with Article 8.02.
- e) Members on the Joint Health and Safety Committee as per the Terms of Reference of the Joint Health and Safety Committee.

8.02 Representatives and members of the committees set out in Article 8.01 shall submit a written request for permission to be absent from their work at least seven (7) days in advance of any absence from work to engage in those activities. Such permission shall not be unreasonably withheld.

The Union will advise the Association of the names of the stewards, Union Bargaining Committee and Grievance Committee in writing.

The Association shall pay employees their respective salaries for all regularly scheduled time while attending mutually agreed upon meetings as committee members of the Union or while engaged in the legitimate business of the Union subject to 8.02.

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

8.03 Labour/Management Committee

During the term of the Collective Agreement, the Union Bargaining Committee will participate with the representative of Management to form a Labour Management Committee which will have the jurisdiction to deal with issues as follows:

1. Constructive criticisms of all activities so that better relations shall exist between the Association and the employees.
2. Improving and extending services to the public.
3. Reviewing suggestions from employees relating to the operations of the Association.
4. Developing and implementing a process for defining problems; developing viable solutions to such problems; and recommending the proposed solutions to their respective parties.

5. Any other matters that the co-chairpersons agree as appropriate for discussion and resolution.
6. The Employer and the Union agree to discuss initiatives related to the Ministry of Community and Social Services Transformation Process at Labour/Management. Both parties agree to explore solutions in response to future directions related to initiatives, such as direct funding, and other initiatives introduced through the transformation of developmental services.

Meetings

The Labour/Management Committee shall meet at the request of either party and at a mutually agreed time and place. An Association and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Notwithstanding Article 8.01(b), up to five (5) members of the Union Bargaining Committee shall not suffer any loss of pay for time spent at meetings of the Labour/Management Committee.

Minutes of each meeting of the Labour/Management Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Copies of the minutes shall be distributed to the Committee members and a CUPE National Representative as soon as possible.

ARTICLE 9 – CLA BOARD MEETINGS

- 9.01 A copy of the minutes of the Board Meeting shall be e-mailed to the CUPE Local 1880-01 Unit Vice-President(s) as soon as available.

The Association acknowledges that the Union shall be provided reasonable opportunity to address issues of interest at Board Meetings and agenda arrangements will be made through the Executive Director.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 It is the mutual desire of the parties that complaints or grievances shall be resolved as promptly as possible. Any difference between the parties relating to the interpretation application or administration of this Agreement, including any questions as to whether a matter is arbitrable or an allegation that the agreement has been violated, shall constitute a grievance.

Grievances shall be dealt with in the following manner, provided such grievances are filed in writing within fifteen (15) working days of the occurrence of the incident which gave rise to the matter in dispute.

Requests for grievance hearings and replies following such hearings shall be in writing at all steps. Grievances shall specify the clause or clauses in the Agreement which it is believed the Association has violated and shall include a statement of facts outlining in what manner the Association's interpretation of the clause is in dispute.

A Union Grievance Committee shall be established for the purpose of representing the grievor and processing the grievance at Step 2 through to arbitration. The Committee shall be comprised of three (3) employees of the Association plus the grievor's steward. The Committee shall have the right to have the CUPE National Representative accompany them beyond Step 1 of the grievance procedure.

10.02 [Step 1](#)

Before it can be considered a grievance, any complaint must first be discussed by the employee with the immediate Manager. Such discussion must take place within five (5) working days of the date of the incident which gave rise to the complaint. The Manager shall reply in writing to the employee within five (5) working days of such discussion taking place. The employee may elect to be accompanied by a steward.

10.03 [Step 2](#)

If the complaint is not resolved as a result of the discussions in Step 1, the Unit Vice-President may then submit the grievance in writing to the Manager of Human Resources or designate copying their immediate Manager within five (5) working days of the response received at Step 1. The grievance shall specify the article(s) which is/are alleged to be violated. The Manager of Human Resources or designate will acknowledge receipt of the grievance and the day it was received. After a written grievance has been referred to Step 2, Association representatives shall not discuss the grievance, either directly or indirectly with the grievor without the consent of the Union. A meeting between the immediate Manager, the appropriate Director or designate, the Manager of Human Resources or designate, the employee and the Union Grievance Committee shall be arranged and held within ten (10) working days of receipt of the grievance. The Manager of Human Resources or designate/Director or designates decision will be rendered in writing within ten (10) working days of the meeting.

10.04 [Step 3 – Arbitration](#)

If the Union does not consider the grievance resolved at Step 2, they shall refer the grievance to the Manager of Human Resources or designate within thirty (30) working

days of the decision received at Step 2. Such notice of referral to Step 3 Arbitration shall include the name and address of the Union's nominee to the Board of Arbitration. The Association will then advise the Union in writing of the name and address of its nominee within five (5) working days of receiving the notice of referral.

The two (2) nominees shall select a Chair of the Board of Arbitration on a rotational basis from the following Panel of Arbitrators:

- Kevin M. Burkett
- William A. Marcotte
- Louisa M. Davie
- Brian Sheehan

The Arbitrator shall not have any power to alter or change any of the provisions of this agreement, or to substitute any new provisions or any existing provision, nor to give decisions inconsistent with the terms and provisions of this agreement.

The parties will equally share the expenses of the Arbitrator.

Within the time limits provided, either party may at any time following the answering of a grievance at Step 2, request a review of the issues surrounding the grievance. In an attempt to resolve the grievance dispute and avoid an arbitration hearing, the parties may mutually agree to the appointment of a Grievance Mediation Officer and/or to a meeting of the Association's Executive Director and the Union Grievance Committee and the CUPE National Representative.

10.05 Union Instituted Grievance

The Union Grievance Committee may institute a grievance on behalf of an employee who has been suspended or discharged beginning at Step 2 of the grievance procedure.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs or when a group of employees, or the Union, or the Association, has a grievance, such grievances shall commence at Step 2 of the grievance procedure, provided the grievance is submitted within fifteen (15) working days of the incident occurring or when the grieving party ought to have become aware of the incident. Policy Grievances will be subject to the same time limits, as other grievances, as they may be processed through the steps to Arbitration.

10.07 The time limits may be extended by mutual consent of the parties in writing.

10.08 For the purpose of this article a work or working day is defined as a regular work day from Monday to Friday, excluding statutory Holidays.

ARTICLE 11 – DISCIPLINE

11.01 Employees and Managers are encouraged to have open discussions on matters of concern as a means of resolving potential conflict.

11.02 Whenever a Manager deems it necessary to meet with an employee on matters which may result in disciplinary action, the Manager shall advise the employee of the purpose of the meeting and will provide sufficient time to allow the employee the option of being accompanied by their shop steward. The Manager shall issue a written expression of dissatisfaction or a written notice of discipline concerning the employees work within ten (10) working days of becoming aware of the circumstances giving rise to the discipline, or upon completion of an investigation into the circumstances. At the onset, the employee and the Union will be informed in writing as to the approximate duration of the investigation. Any meetings concerning the forgoing will be conducted in private, giving due regard to the dignity of the employee.

A copy of any letter or notice issued as a result of this procedure will be provided to CUPE Local 1880-01 Unit Vice-President(s) and the CUPE National Representative.

11.03 An employee shall have the right, upon reasonable notice, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. The employee's written response shall become a part of their permanent personnel record and will be produced at any time the documents in contention are presented for consideration.

11.04 Except for infractions in Performance Standard B or if there is a recurrence of incidents, the record of discipline of an employee shall be removed from the employee's personnel file after twenty-four (24) months of being free from any discipline being imposed.

It is understood that medication errors after a period of twelve (12) consecutive months will be removed from the employees file and shall not be introduced as evidence.

11.05 Wherever possible, the investigation process should take no longer than fifteen (15) working days. In the event the investigation takes longer, the Employer will communicate directly with the employee and the Union. Any meetings concerning the forgoing will be conducted in private, giving due regards to the dignity of the employee.

ARTICLE 12 – SENIORITY

12.01 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of continuous employment starting from the date of hire in the Bargaining Unit and shall include employment with the Association prior to the certification or recognition of the Union.

12.02 Seniority List

The Association shall maintain a seniority list showing the employee's name, current classification and the date of hire. An up-to-date seniority list shall be sent by email by January 31st and July 31st of each year.

The seniority list will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was sent by email. The employee must file a written notice to the Manager of Human Resources or designate outlining the grounds of their objection. When proof of error is presented by the employee or their representative such error will be corrected, and when so corrected the agreed upon seniority date shall be final. No change in seniority status, of an employee shall be made unless agreed to by the Union.

Once a seniority list has been finalized, the only objections which will be considered against the next posted list shall be objections relative to errors or omissions occurring since the date of the previous list.

An employee who was on an approved absence shall have three (3) calendar weeks, from their return to work date, to check their seniority date and put in an objection if necessary.

12.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation for the first twelve (12) months of their employment. The employee will be assigned up to a maximum of four (4) locations which will include their primary location.

During the probationary period, the employee shall be entitled to all rights and benefits of this agreement with the exception of applying for job postings unless it will result in an employment status change. A probationary employee will be entitled to apply for job postings that will result in monetary gain.

After completion of the probationary period, seniority shall be effective from the employee's date of hire. One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day.

12.04 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- a) Resigns and does not rescind their resignation within forty-eight (48) hours;
- b) Is discharged for just cause and not reinstated through the grievance procedure or by an Arbitrator;
- c) Is laid off for a period in excess of twelve (12) months;
- d) Fails to return to work within seven (7) working days of being recalled;
- e) The employee is absent for three (3) consecutive working days without reasonable explanation and without notifying the Association;
- f) For part-time/relief employees:
 - i. If they do not work twenty-four (24) hours per week, provided shifts are offered;
 - ii. Extenuating circumstances (e.g. illness, death of immediate family) will be reviewed on a case-by-case basis by the Employer. Such determinations shall not be enforced in an arbitrary or discriminatory manner.

The Manager of Human Resources or designate will consider an employee's request with reasons for an extension to the times allowed in Article 12.04 (c) and (d) provided such request is made within the time periods indicated.

12.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without the employee's consent.

An employee may be transferred to a temporary position outside of the Bargaining Unit for up to twelve (12) months. Such employees shall continue to pay Union dues and receive all rights and privileges of the Collective Agreement. Upon returning to the Bargaining Unit, the employee will be placed in their former position. No employee shall discipline a member of the Bargaining Unit.

No employee shall be eligible for another temporary position outside of the Bargaining Unit, until they have returned to a Bargaining Unit position for a period of twelve (12) months.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Definition

It is agreed upon by both parties that Full-time positions will be created wherever possible.

When a new position is created, or when a vacancy that is known to be four (4) months or more occurs, the Association shall notify the Union in writing and post a notice of the vacancy for a minimum of one (1) week so that all members will know about the vacancy or new position.

Positions shall be advertised within five (5) working days of the vacancy. Whenever possible, appointments from within the Bargaining Unit shall be made within three (3) weeks of the posting, but at no time will be longer than eight (8) weeks. In the event services to people are affected, the Employer will coordinate a new start date.

Staff will be prepared to accept the position when offered. All research on the position will be done during the posting period. The staff will first request the information from the site(s)* that they are applying to and if necessary, staff will request and receive the information from the Manager of the site(s). Once accepting a temporary posting, staff will not be able to apply for another posting until the lesser of the following occurs:

- a) Staff are in the last four (4) weeks of their current temporary position;
- b) Staff are at the end of the fifth (5th) month of their current temporary position (Will have a four (4) week opportunity to apply for postings or return to their permanent position)

While in a temporary position staff may apply for a posting which would be for a permanent position or if it is a temporary position of higher job classification. Unless there is a monetary gain, staff will be expected to remain in their current temporary position for five (5) months.

An employee shall not be entitled to post for any vacancy after having physically moved into two (2) permanent postings within the same job class in a calendar year or within the same location, unless for monetary gain.

When an employee returns to work from an absence such as: Maternity Leave, approved LOA, STD or LTD (less than twelve (12) months), they shall return to their former position, site(s)* and except for LOA's they shall receive adjusted service credit as if they had worked. All staff affected by the filling of this temporary position will return to their former position and site(s)*.

* (s) will apply only when necessary to address the issues of short changes, split shifts and staff working varied shifts in a week, etc.

13.02 [Job Postings](#)

Postings shall contain the following information:

- 1) Nature and duties of position;
- 2) Bona Fide Occupational Requirements;
- 3) Hours of work;
- 4) Salary;
- 5) Location(s)* or site(s)*
(s)* will apply only when necessary to address the issues of short changes, split shifts and staff working varied shifts in a week, etc.

13.03 [Bona Fide Occupational Requirements](#)

The parties recognize that meeting the needs of people supported is of utmost importance. Therefore, the Association will establish bona fide occupational requirements which will be used to determine the acceptance of employees being assigned or transferred to positions within the Bargaining Unit. Such qualifications and requirements shall be those necessary to perform the job function and shall not be established in an arbitrary or discriminatory manner and shall be provided to the Union for each newly created position prior to the position being posted.

An employee is deemed qualified for any position held in the past for which they've successfully completed the three (3) month training period (Article 13.08).

13.04 [Professional Development](#)

Core Competencies was introduced in the workplace. The guiding principles underlying the core competencies model include an integrated human resource approach that will inspire and recognize skilled, professional direct support employees and raise the dreams and aspirations of the people we support. The intention of core competencies is designed to recognize and promote the motivations as well as the professional trait and behaviours that exemplify and promote direct support employees in the sector. The core competency model is designed to enhance our ability to recruit people who share our values for more inclusive communities. The core competency model in the sector is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent. Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The primary benefit and intent of the core competency model is to enable and facilitate positive professional development, not to be used for disciplinary purposes.

13.05 Appointment

In making staff changes, transfers, or promotion, appointments shall be made of the senior applicant meeting the bona fide occupational requirements criteria.

13.06 Promotions

When applying for a position that is different than the position that the staff are currently holds, the staff shall provide a cover letter and up-dated resume.

Consideration for promotion may be given to an applicant who meets the bona fide occupational requirements criteria but does not possess the required qualification(s), but who was preparing to achieve the qualifications prior to the posting. Such an employee may be given a trial period to qualify within a reasonable length of time and to revert to their former position if the qualifications are not met within such time.

13.07 Outside Advertisements

No applications resulting from outside advertisements for any vacancy shall be considered until the application of present union members including laid off employees have been fully processed.

13.08 Trial Period

Trial period applies to the successful applicant of a permanent lateral position. Except for the applicant who is currently working in the home in the same job classification, or job description, the successful applicant of a permanent lateral posting shall be placed on a trial period for a period of four (4) weeks. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) weeks.

The successful applicant shall be returned to their former position two (2) weeks following the trial period, if either (a) or (b) should occur during the trial period:

- a) The successful applicant makes a written request to return to their former position, by the end of the four (4) week trial period, or
- b) The successful applicant proves unsatisfactory in the new position, or
- c) The successful applicant notified the Employer in writing that they will be remaining in the position and they choose to waive the remainder of the trial period.

Should the successful applicant return to their former position the Employer shall select the next available ranked qualified applicant in the original competition.

The successful applicant may notify the Employer in writing at any time within the four (4) week trial period, that they will be remaining in the position and choose to waive the remainder of the trial period. The Employer shall then agree to waive the remainder of the trial period.

Training Period

Training period applies to the successful applicant of a permanent, different job classification, or different job description. The successful applicant of a permanent posting shall be placed on training for a period of three (3) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of three (3) months. Should the following occur during the training period:

- a) The successful applicant makes a written request to return to their former position, two (2) months from the start date, or
- b) The successful applicant proves unsatisfactory in the new job classification then the successful applicant shall be returned to their former position, wage, and salary rate, without loss of seniority.

13.09 Notification to Employee and Union

Within the five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be emailed to all CLA staff.

13.10 Impact on Wages

- a) An employee who is promoted to a higher job classification, as listed in Appendix "A", will not suffer any loss in wages as a result of such promotion. Such employee will be paid at the first rate on the new classification which will provide an increase over the rate the employee was paid in the former classification.
- b) An employee moving to a job classification that bears the same rate as their existing job classification, as listed in Appendix "A", will be placed at the rate of the new job that is the same as their existing rate.
- c) An employee who moves to a job classification paying a lesser rate of pay will move on the grid to the level that results in the smallest decrease in wages.

- i. An employee who moves to a job classification (through a permanent job posting and has been declared permanent as per Article 13.08) paying a lesser rate of pay will move on the grid to the level that gives credit in accordance with the employee's adjusted service hours. This will only be applied if there is a grid increase.
 - d) When an employee, in a temporary position, is returning to their permanent position a), b), c) and c) i), do not apply, the additional hours paid shall be applied to their permanent position.
- 13.11 When it is intended to move an employee from one unit to another, for a period of work in excess of two (2) weeks, their Manager will meet with the employee and their steward. The purpose of the meeting is to provide information concerning the employee's reassignment.

Relief employees will be designated as having a primary location. Staff shall accept a minimum of twenty-four (24) hours per week, where available, in order of seniority at their primary location prior to accepting shifts on Combined Lists.

13.12 [Employees Returning from a Long-Term Absence](#)

When an employee has been absent from work due to Long Term Disability, long term illness, WSIB, etc., for a period of twelve (12) months, their position shall be posted as a permanent position. When the employee is able to return to work, they shall displace the most junior employee at the site and in the position from which they left. Should there not be a more junior employee they shall go through the displacement process as described in Article 14.02, Lay Off by Seniority.

13.13 [Staff Movement Following Core Schedule Posted](#)

When staff movement occurs after the core schedule has been posted, the employee has the right to select shifts according to their seniority.

ARTICLE 14 – LAY OFFS AND RECALLS

14.01 [Definition of Lay Off](#)

Lay off shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service or services.

14.02 [Lay Off by Seniority](#)

Both parties recognize that job security should increase in relation to seniority. A displaced employee confronted with layoff may displace the most junior employee (in a permanent position) on a higher wage scale occupation provided they have the bona fide occupational requirements to perform the job. Failing the opportunity to complete a physical displacement, the employee will physically displace the next most junior employee (in a permanent position) on an occupation within their wage scale or on a lower wage scale on which they possess the bona fide occupational requirement and failing that, the displacement process will go to the next most junior employee (in a permanent position) and so on.

When a displaced employee is unable to displace any employee in a full-time position due to lack of seniority, prior to choosing a part-time position or lay-off, this displaced employee may elect to displace a junior employee holding a temporary position, if it exists. Should the employee choose to move to a part-time position at the end of the temporary position, they shall have the right to choose the location, provided they have the bona fide occupational requirements to perform the job.

When an employee is to be laid off, they may elect to displace as above by completing the Lay Off Form no later than five (5) working days from receipt of the lay off notice being provided in person by email or registered mail (as appropriate) or accept the lay off. Each subsequent displacement will be provided five (5) working days from receiving notice of displacement to submit their selections. In all cases, employees will be provided with a list of those positions which they can displace.

14.03 [Recall Procedure](#)

Laid off employees will be notified of any vacancies posted so that they may have an opportunity to apply.

It shall be the duty of all employees to notify the Association promptly, in writing, of any change of address.

14.04 [Notice of Lay Off](#)

The Association shall give employees who are to be laid off as much advance notice as possible and in no case less than eight (8) weeks notice from the date the notice has been provided as per Article 14.02. The Association will make all reasonable efforts to place the employee in other positions for which they may qualify.

ARTICLE 15 – HOURS OF WORK

15.01 Definition of Employees

a) Full-time Employees

A full-time employee is defined as an employee who is regularly scheduled for the normal hours of work in Article 15.02 (a) Hours of Work.

b) Part-time Employees

A part-time employee is defined as an employee who shall work according to a predetermined schedule, up to twenty-four (24) hours per week. Any deviation from this will be mutually agreed upon by the affected employees on a site basis and agreed to by the manager. A part-time employee may elect to participate on a replacement basis as a Relief employee as defined in item (ii) of this article.

c) i) Relief Employees – Group Living

A relief employee is defined as an employee who shall select up to twenty-four (24) hours per week, provided shifts are available. Should more than twenty-four (24) hours be available, an employee can declare in writing they are not available (N/A) in one (1) week schedule. A relief employee is one who replaces a full-time or part-time employee at a site as and when required.

ii) Relief Employees – All Other Areas

A relief employee is defined as an employee who shall be scheduled up to twenty-four (24) hours per week, provided shifts are available. Should more than twenty-four (24) hours be available, an employee can declare in writing they are not available (N/A) in a one (1) week schedule. A relief employee is one who replaces a full-time or part-time employee at a site as and when required.

15.02 Hours of Work

a) The normal hours of work for full-time employees are outlined on Appendix “A”.

Note: The parties recognize that the needs of the people supported and their families, to a large extent, regulate the scheduled hours of work of full-time staff. Neither the Association nor the employees will alter this arrangement in an arbitrary manner. Positions affected by this note will be denoted by an asterisk in the Collective Agreement.

- b) It is recognized that particular programmes require employees to work normal hours other than those specified in Article 15.01 (a), Hours of work, and such arrangements will not be arbitrarily changed. Any overtime requirements will be paid for hours worked beyond eight (8) hours in the day and forty (40) hours in the week.

Lunch and Rest Periods

The current practice of paid or unpaid lunch and rest periods will not be arbitrarily changed.

Shifts

- i. The night shift will be considered the first shift of the day.
- ii. No full-time or part-time employee shall be required to work a predetermined split shift which causes their work day to extend more than thirteen (13) hours from start to finish.
- iii. No employee shall be required to work any shift or portion thereof that is shorter than three (3) hours unless mutually agreed upon between the employee and the Employer.

Exceptions

Notwithstanding the above, the parties agree that from time to time they may jointly agree to alter the work schedule or work week.

15.03 Overtime

- i. Time and one-half (1.5) shall be paid for authorized time worked in excess of the hours as stated in Article 15.02 (b), Hours of Work.
- ii. Employees who are not denoted with an asterisk in the Collective Agreement may choose to take authorized time worked in excess of the hours stated in Article 15.02 as compensatory time. The calculations of such hours will be at time and one-half (1.5).

Compensatory time

- i. Must not affect services to individuals;
- ii. Must not lead to replacement costs;

- iii. Must be taken within four (4) weeks of time worked upon mutual agreement between the affected employees and manager at that site, failing which the hours will be paid out to the employee as per Article 15.02 (b).

Where possible overtime opportunities shall be shared on a site basis among employees who normally perform the work on a rotating basis. Should an employee refuse such overtime opportunity then their name will go to the bottom of the list and the next employee will be asked. Such process will continue until an employee is found to work.

Employees who cannot work due to their already being scheduled for work shall not have their name moved to the bottom of the list but shall maintain status.

If compulsory overtime is necessary at a work site, then the junior qualified employee at the work site will be required to work. If the junior employee has already worked an overtime shift that day the next junior employee on shift who has not already worked an overtime shift that day will work. A continued effort will be made to relieve the employee compelled to work.

15.04 [Call Out](#)

Any full-time employee who is called out to work outside their regular scheduled working hours shall be paid for a minimum of three (3) hours at any overtime rate. A call out is defined by an employee being called at home to report to work.

15.05 In the Spring when the time changes ahead the following will be offered:

- Full-time staff will have one (1) of two (2) options:
 - Option One: work seven (7) hours and be paid for seven (7) hours
 - Option Two: work an additional hour pre or post their shift (which is mutually agreed to with their manager), so that they will have worked eight (8) hours and be paid for eight (8) hours.
- Part-time staff will be paid for the seven (7) hours that they will work on that shift.

In the Fall when the time changes back, staff will work nine (9) hours and be paid for (8) regular hours and one (1) overtime hour.

ARTICLE 16 – SHIFT PREMIUMS

[If the work requires the employee to work outside of the normal work day, as defined by each program/site, shift premiums shall apply]

16.01 Shift premiums will apply as follows:

- a) A shift premium of \$.30 per hour will be paid for all hours worked between 3:00 p.m. and 11:00 p.m.
- b) A shift premium of \$.35 per hour will be paid for all hours worked between 11:00 p.m. and 7:00 a.m.
- c) In addition to the above, a shift premium of \$.40 per hour will be paid for all hours worked on Sundays.
- d) In addition to the above premiums, employees who work “split shifts” shall receive \$.20 per hour.

Definition of Split Shift

A scheduled shift worked within the same home/location, separated by a period of unpaid time-off. For example, an employee may be scheduled to work early in the morning (7 – 11 a.m.) and then again later in the afternoon (3 – 7 p.m.) at the same home/location while having the middle of the day off.

ARTICLE 17 – SICK LEAVE

17.01 Full-time employees will accumulate sick leave at the rate of one (1) day per month. Part-time staff shall be allowed to use sick time, which was earned while in a full-time position.

All medical certificates requested by the Employer (includes medical certificates required for those who require a Class F license), shall be paid by the Employer, upon providing the Employer with receipt.

An employee is required to notify their home site as well as leave a voice mail message for their Manager, of their intended absence, due to illness/injury three (3) hours (or earlier if known) before the commencement of their shift. Notification time for day shifts shall be determined/documentated based on the specific site/programme needs, which shall not be greater than three (3) hours. Failure to so report will result in an absence without pay unless there are mitigating circumstances or an emergency, which are reasonable.

17.02 Employees will be permitted to use up to five (5) days of their accumulated sick leave each fiscal year, for the purpose of attending medical appointments with doctors or dentists or care for an ill family member who cannot care for themselves. Such medical appointments may be in respect of a member of the employee's family where the family member is unable to attend the medical appointment without assistance.

Requests for such absence, except in the case of emergencies, must be made at least forty-eight (48) hours in advance. Where replacement staff are required, staff shall be required to take a minimum of three (3) hours.

Accumulated sick days may be used to compensate employees for sick time; for preventive care time; for the waiting period required for short-term disability; and for the use of supplementing short and long-term disability to one hundred percent (100%) of salary. Any unused sick leave shall be accumulated each fiscal year for future use. Sick leave accumulation shall be to a maximum of ninety (90) days.

When the Employer provides an STD or LTD application to the employee, the Employer shall also provide a form to the employee, which shall indicate one (1) of two (2) choices:

- a) The employee wishes to supplement their claim with their sick credits, or;
- b) The employee does not wish to supplement their claim with their sick credits.

The employee must indicate their choice, at the time of application. Please note a separate form must be completed for each application. There shall be no retro activity for this process.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 A leave of absence is permission granted by the Association to an employee to be absent from work without pay for a period not to exceed one (1) year. The Association reserves the right to deny a request for a leave of absence.

18.02 An employee may request a leave of absence. For one (1) to five (5) days, the written request would be submitted to their immediate manager prior to the leave. For a leave in excess of five (5) days, the employee will apply in writing to the Manager of Human Resources or designate. The employee will be advised in writing of the Manager of Human Resources or designates decision to grant or deny the leave.

Upon conclusion of the leave, the employee will be reassigned to the position which they formerly held or, in the event the position no longer exists, to any other available position in accordance with their seniority and qualifications.

18.03 Copies of all approved leaves will be forwarded to CUPE Local 1880-01 Unit Vice-President(s).

18.04 [Leave for Union Business](#)

- a) Notwithstanding Article 18.01 a Unit Vice-President may request a leave of absence for a member to transact Union business. Requests for such leaves will be in writing to the Manager of Human Resources or designate and will be submitted as far in advance as possible and at least one (1) week in advance of the start of the leave.

An employee shall receive the pay and benefits provided for in this agreement for such leave, however, the Union shall reimburse the Association for all pay and benefits incurred during the leave. Such leave will be deemed as time worked and will not initiate an adjustment in service.

- b) An employee elected or appointed for a full-time position with the Union shall upon the request of the Unit Vice-President(s) be granted a leave to accept such position with the Union for a period of up to two (2) years. Such leave will expire ten (10) days after the day the employee ceases to hold the full-time position.

18.05 [Leave for Public Office](#)

Notwithstanding Article 18.01, any employee elected to a public office shall be granted a leave of absence. Such leave will expire ten (10) days after the day the employee ceases to hold the public office to which they were elected.

18.06 [Educational Leave](#)

A full-time employee with at least five (5) years continuous employment may submit a written request to the Manager of Human Resources or designate for a leave of absence for a period of up to one (1) year for the purpose of resuming full-time studies in a programme related to the employee's work with the Association.

18.07 [Funeral Leave](#)

A leave without the loss of pay from the employee's regularly scheduled hours or previously accepted shifts, up to a maximum of five (5) days shall be granted to an employee to make the arrangements for and/or attend the funeral or Celebration of Life of the employee's parent, spouse (common-law, same sex), and child.

A leave without loss of pay from the employee's regularly scheduled hours or previously accepted shifts, up to a maximum of three (3) days shall be granted to an employee to make arrangements for and/or attend funerals or Celebrations of Life for the following

family members; sister, brother, grandparents, grandchild, mother-in-law, father-in-law, spouse's grandparents, brother-in-law and sister-in-law.

A leave without loss of pay from the employee's regularly scheduled hours or previously accepted shifts, up to a maximum of one (1) day shall be granted to an employee to make the arrangements for and/or attend the funeral or Celebration of Life of the employee's aunt, uncle, niece, and nephew.

Funeral leave shall be taken within a two (2) week period from the death of the family member. Where there are unusual or unique situations, requests shall be made for an extension with the immediate Manager. Such requests shall not be unreasonably denied.

18.08 Mourner's Leave

- a) An employee may request a one-half (.5) day leave of absence without pay for the purpose of attending a funeral as a pall bearer or mourner. Arrangements for such leave may be made through discussion with the Manger of Human Resources or designate.
- b) Where the family or deceased employee requests pall bearers from the Union, the Manager of Human Resources or designate may grant leaves of absence for up to six (6) pall bearers. Such leaves will not be unreasonably withheld; however due consideration will be given to the impact of the number of employees being away at one time. The employees will be paid by the Association and the Union shall reimburse the Association for all pay and benefits incurred during the leave.

18.09 Leave for Court Appearance

- a) In the event that an employee is accused of an offence which requires a court appearance, they shall be granted a leave of absence without pay to attend court.
- b) In the event that the employee is jailed while awaiting a court appearance, they shall be granted a leave of absence without pay.
- c) An accused employee who is found guilty and sentenced shall be removed from the Association's records and employment. Such actions shall be at the Association's discretion.

18.10 Paid Jury Duty Leave

Leave of absence without loss of pay shall be given to an employee, other than an employee on leave of absence without pay, or under suspension, who is required to serve on a jury.

In such instances, the employee will receive full pay from the Association and in turn will turn over to the Association all remuneration, with the exception of meal, accommodation and travel allowances, received for jury service. The employee will present proof of service and amount of pay received.

18.11 [Court Witness Duty Leave](#)

Leave of absence without loss of pay shall be given to an employee, other than an employee on leave of absence without pay under Article 18.09 or under suspension who is required, by subpoena or summons to attend as a witness in proceedings resulting from their employment with the Association. In such instances, the employee will receive full pay from the Association and in turn will turn over to the Association all remuneration, with the exception of meal, accommodation and travel allowances, received for witness service. The employee will present proof of service and amount of pay received.

18.12 [Pregnancy, Parental and Adoption Leave](#)

The Association will provide pregnancy, parental and adoption leaves in accordance with the terms of the *Employment Standards Act*.

The employee shall give four (4) weeks notice in writing to the Manager of Human Resources or designate. The procedure to be followed is outlined in the Human Resources Policy.

Accommodation of pregnancy is outlined in the Human Resources Procedure Policy.

While on a leave, an employee shall retain their full employment status and rights and shall accumulate all benefits under this collective agreement. The adjusted service date will not be affected.

The minimum entitlement for Pregnancy, Parental and Adoption Leave, shall be in accordance with the *2000 Employment Standards Act Provisions*.

ARTICLE 19 – PAYMENT OF WAGES

19.01 Pay Days

The Association shall pay salaries and wages bi-weekly in accordance with Appendix “A” attached hereto and forming part of this agreement by direct deposit. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and their deductions. The Association may not make deductions from wages or salaries unless authorized by statutes, court order, and arbitration order or by this agreement.

ARTICLE 20 – AUTOMOBILE EXPENSE

20.01 Upon written authority, an employee may be permitted to use their personal vehicle for travel in the performance of their job duties for the Association. Employees shall provide daily readings of mileage travelled on behalf of the Association.

Travel claims must be submitted for approval on the first (1st) day of each month showing the number of kilometers travelled on Association business for approval and reimbursement. Travel claims that are not received for approval within two (2) months from the mileage being incurred, will not be paid unless there were mitigating circumstances.

When the said vouchers are approved, the Association will pay a vehicle allowance of \$0.46 for each kilometre travelled on Association business. The Association agrees that where possible, payment for mileage will be made by the second payday of the month.

The Association will not require any employee to transport people supported in their personal vehicle.

When agency vehicles are available, they will be utilized.

Business Rider – for those staff who are required to use their personal vehicles to perform their jobs and in the previous fiscal year averaged >300km/month, the agency will reimburse up to a maximum of one hundred dollars (\$100.00) per year upon proven additional costs for business use insurance.

ARTICLE 21 – PAID HOLIDAYS

21.01 The Association recognizes the following paid Holidays:

- | | |
|------------------------|---------------------|
| 1. New Years Day | 7. Civic Holiday |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day (July 1) | 12. Boxing Day |

21.02 An employee who is required to work and works on a paid holiday, shall be paid at time and one half (1.5) their standard rate of pay, plus straight time for hours worked on the holiday.

When an employee is forced to work overtime on a paid holiday, they will be paid two and one half times (2.5) for authorized time worked in excess of the hours as stated in 15.02, Hours of Work.

When any of the paid holidays defined in Article 21.01 fall on an employee's scheduled day off, the employee shall be paid any statutory holiday to which they may be entitled.

21.03 Notwithstanding Article 21.02 paragraph one, a full-time or part-time employee who is required to work and works on a paid holiday may request and obtain, with the permission of their Manager, a day off with pay in lieu of holiday pay (lieu day). Such request must be made at least fourteen (14) days in advance of the holiday or when the schedule is posted if the paid holiday is within the fourteen (14) day period and include the date the lieu day will be taken which must be scheduled to be taken within ninety (90) days of the paid holiday at a time to be agreed upon by the employee and their Manager. The Manager shall send a written response back to the employee a minimum of five (5) days before the statutory holiday. Failing a scheduling agreement, the lieu day will be paid as part of the employee's next regular pay.

21.04 To be eligible for payment of statutory holiday pay, full-time employees must have completed three (3) months of service with the Association.

21.05 The payment of statutory holiday pay, as per Article 21.01, for part-time employees, shall be in accordance with the *Employment Standards Act*.

21.06 Statutory holiday pay shall be the equivalent of the employee's regular pay.

ARTICLE 22 – VACATION

22.01 Vacation entitlement will be calculated from the adjusted service hours twice per year.

22.02 The adjusted service hours for full-time and part-time employees will be determined so as to reflect time absent from work without pay. Absences due to *Workplace Safety and Insurance Board Benefits*, weekly indemnity, long term disability and sick leave shall be considered as paid absences.

22.03 An employee with less than one (1) year of service who has their employment terminated shall receive four percent (4%) of their total wages as pay in lieu of vacation.

22.04 If a statutory holiday is observed during an employee's vacation, the employee shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and their immediate Manager.

22.05 Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction of vacation and such period of vacation shall be taken a time mutually agreed by the employee and their immediate Manager.

22.06 [Vacation Scheduling](#)

Subject to meeting the operational requirements and people supported needs, vacation scheduling preferences will be granted in accordance with an employee's adjusted service hours. Once an employee has received approval for their vacation, it shall not be changed without the agreement of the employee and their immediate Manager. The Employer will make reasonable accommodation for vacation changes or cancellation for extenuating circumstances.

- Staff will have the opportunity to communicate their vacation priorities to their team between February 20th and February 28th.
- The requesting of vacation will take place by March 8th.
- Each staff person will be provided with a date and time to meet with their Manager and book their vacation for the year.
- Booking a vacation will be done by the adjusted service hours that includes the first pay in January.
- Staff must book one half (.5) of their estimated vacation entitlement at this time.
- During prime time (June, July and August) staff can only book two (2) weeks per month during the first round of selection.

- If staff cannot make their appointed time, their vacation may be submitted in writing. Staff are responsible to check the updates vacation schedule to see what is still available. If staff do not get what they have submitted and they do not re-submit before the next scheduled appointment, the staff's name will go to the bottom of the list for the weeks that were not approved.
- If staff miss their appointment, their name will go to the bottom of the list and they are still required to book a minimum of one half (.5) of their vacation time as the vacation process must continue with the next booking.
- If after March 8th, staff still have not booked their vacation, staff will contact their manager to book their vacation, a minimum of one half (.5) of their vacation time.
- Staff can request vacation after the schedule has been posted. If it can be filled without incurring overtime, such requests will be approved no later than twenty-four (24) hours prior to the requested date. Such requests will not be unreasonably denied.
- The Employer will communicate the employee's approved vacation requests no later than March 24th.
- Anything booked after April 1st will be on a first come, first serve basis.
- If staff have carry-over vacation that is still not booked by December 1st, staff will meet with their manager by December 15th to discuss and schedule the balance of their vacation.
- Should the employee not meet with their manager by December 15th to book remaining vacation, then the respective manager will book vacation for the employee to be taken prior to March 31st to avoid a payout. Please note, this does not apply should an employee be on STD, WSIB or LOA.

Reasonable accommodation will be made for the employee who has transferred, bumped or applied for a position. If reasonable accommodation cannot be provided, the employee coming into the site or department will have to change their request. The employee should avail themselves of the vacation schedule from the appropriate manager or the Human Resources Department if the manager is not accessible, prior to exercising their right to apply for a position.

22.07 For part-time employees, vacation with pay will be interpreted as: the appropriate percentage of the gross earnings. Vacation will be earned and detailed on the IDT bank summary. Employees will be entitled to use their vacation as it is earned, once approval has been received by their immediate Manager.

As per Article 22.01, adjusted service hours are calculated twice per year. These adjusted service hours are then used to determine the appropriate vacation percentage earned.

Employees Hired Prior to 1994 with adjusted service hours of:

LENGTH OF SERVICE	PERMANENT (FT) WEEKS	RATE OF VACATION PAY (PT)
Less than 1 year of service	2 Weeks	4%
More than 1 year but less than 4 years	3 Weeks	6%
More than 4 years but less than 10 years	4 Weeks	8%
More than 10 years but less than 15 years	5 Weeks	10%
More than 15 years but less than 20 years	6 Weeks	12%
More than 20 years	7 Weeks	14%

Employees Hired After 1994 with adjusted service hours of:

LENGTH OF SERVICE	PERMANENT (FT) WEEKS	RATE OF VACATION PAY (PT)
Less than 1 year of service	2 Weeks	4%
More than 1 year but less than 8 years	3 Weeks	6%
More than 8 years but less than 15 years	4 Weeks	8%
More than 15 years but less than 27 years	5 Weeks	10%
More than 27 years	6 Weeks	12%

In addition, in the year the employee reaches 25 years of service, they will receive an additional week of vacation in that year only.

Note: The Employer agrees that by changing all references to “adjusted service hours” from “adjusted service date”, there shall be no impact negative or positive to any employee’s seniority or their position on the seniority list by agreeing to this change.

22.08 Long Term Absent Employees

Employees who have been absent from work due to Long-Term Disability or WSIB for twelve (12) consecutive months shall not be paid vacation pay. When the employee is able to return to work, they shall resume their vacation entitlement with the appropriate adjusted service hours given credit for time absent as if the employee had worked.

ARTICLE 23 – PENSION AND BENEFITS

23.01 Full-time employees will be covered by the following benefits paid one hundred percent (100%) by the Employer:

- 1) Life Insurance – 2 times salary to the nearest \$1,000; A.D. & D. – 2 times salary to the nearest \$1,000.
- 2) Extended Health Care Plan as per present plan.
- 3) Short-term Disability Plan – 66 $\frac{2}{3}$ % of weekly earnings to a maximum of seventeen (17) weeks. The Employer shall pay the employee on STD the shortfall difference between the Insurer's maximum and the 66 $\frac{2}{3}$ % coverage.
- 4) Long-term Disability Plan - 66 $\frac{2}{3}$ % of monthly earnings to a maximum of \$2,500/month. The Employer shall pay the employee on LTD the shortfall difference between the \$2,500 monthly maximum and the 66 $\frac{2}{3}$ % coverage.
- 5) Dental Plan – 2002 O.D.A. rates. It is further agreed that the Employer will reimburse employees or directly pay their dentist for any additional charges, for the basic services, which may exceed the level of O.D.A. coverage provided by the terms of this Collective Agreement. Upon providing the Employer with receipt within two (2) months of the expense, the employee will be reimbursed.
- 6) Vision – \$300/24 months per family member.
- 7) Employees are responsible to pursue all avenues that are available to have eye exams fully paid by OHIP. In the event the employee is unable to have the eye exam paid by OHIP, the benefit plan will pay for one (1) eye exam every twenty-four (24) months per family member.
- 8) Part-time employees shall receive 5.5% in lieu of benefits. Effective April 1, 2017, part-time employees going to a full-time position will continue to receive 5.5% in lieu of benefits during the three (3) month waiting period. Part-time employees

going to a temporary full-time position will continue to receive 5.5% in lieu of benefits during the three (3) month waiting period.

- 9) The Employer agrees to provide Health and Dental coverage for employees who are actively working until date of retirement. Short-term, long-term disability, and life insurance coverage shall continue to be provided as defined by the carrier and shall not be reduced should the Employer change benefit carriers.

23.02 All regular part-time and relief employees who have accumulated sixteen hundred (1600) paid hours (excluding overtime) within the calendar year will be provided with the option to select Extended Health Care and Dental benefits paid one hundred percent (100%) by the Employer or receive ten (10%) in lieu of benefits for the following calendar year.

23.03 Multi-Sector Pension Plan

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

- 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;
 - ii. Holiday pay, for the hours not worked;
 - iii. Vacation pay;
 - iv. Sick pay paid directly by the Employer (but not short-term indemnity payment paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace;
 - v. All other payments, premiums, allowances and similar payments are excluded.
- c) "Eligible Employee" means all employees in the bargaining unit who have completed five hundred (500) hours of employment with the Employer.
- d) Each eligible employee shall contribute for each pay period an amount equal to five percent (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 five-and one-half percent (5.5%) of applicable wages to the Plan.

- e) 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.
- f) The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all the 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:

1) **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);
- Gender

2) **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

3) **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)

4) **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;
- Others 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-Section Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a participation agreement with the Trustees of the Plan.

23.04 **Continuation of Benefits**

An employee shall be given the right to continue their benefit coverage following a layoff. The Employer shall continue to pay its share of such insured benefit premiums (excluding STD and LTD) for a laid off employee for the first three (3) months, providing that the employee has been in a full-time position for a period of one (1) year.

ARTICLE 24 – TECHNOLOGICAL CHANGE

- 24.01 When the Association is considering the introduction of technological change, they agree to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made.
- 24.02 Technological Change means any significant change in the introduction of equipment or material different in nature, type or quantity from that previously utilized.

ARTICLE 25 – JOB DESCRIPTION, CLASSIFICATION AND EVALUATION COMMITTEE

- 25.01 Each position under Article 2.01 for which the Union is the bargaining agent shall be described, classified, and agreed to by the Association and the Union.
- 25.02 The CUPE Local 1880-01 Unit Vice-President(s) will be notified of any changed job title or newly created job. When a job is substantially changed or a new position is created, a new job description shall be drawn up and classified at an estimated job class. The estimated job class and job description shall be finalized, and a permanent job class established after the job has been in place for six (6) months. Should the Association and the Union not be able to agree on a description or classification for said position, it shall become the subject of a Policy Grievance.
- 25.03 Copies of the job descriptions shall be kept up-to-date and be readily available to employees.
- 25.04 A joint Job Evaluation Committee consisting of two (2) members representing the Association and two (2) members representing the Union will meet as necessary to review job descriptions.
- 25.05 Full-time employees who are the incumbent on a job which is reclassified to a lower rate shall have an out-of-line wage differential established for the period of time that they remain on that job until such time as any wage increase(s) submerge the out-of-line differential.

An out-of-line differential will not be established as a result of the re-estimation of a job classification which is awaiting finalization.

If an employee enjoying an out-of-line differential transfers to another position and then return to the original position in which they had established an out-of-line differential, the balance of any out-of-line differential will be re-established.

ARTICLE 26 – NO STRIKES OR LOCKOUTS

26.01 During the life of this agreement, the Union agrees there will be no strike, slowdown, or picketing and the Association agrees there will be no lockout. Strike and lockout will be defined in the *Ontario Labour Relations Act*.

ARTICLE 27 – HEALTH AND SAFETY

27.01 The parties to the Collective Agreement recognize their obligation to establish and maintain a safe and healthy workplace environment and comply with the provisions of the *Occupational Health and Safety Act* (R.S.O 1990, c.0.1) and its regulations as they may be amended from time to time.

27.02 Joint Health and Safety Committee

- a) The Employer and Union agree to establish a Joint Health and Safety committee. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the Local Union.
- b) All incidents involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Employer agrees that the Joint Health and Safety committee shall concern itself with all matters relating to violence to employees including but not limited to, policy and/or training recommendations, which will be forwarded to the Employer.
- c) The Employer agrees to cooperate in providing necessary information and management support to enable the committee to fulfil its functions. In addition, the Employer will provide the committee with all accident reports, health and safety records and any other pertinent information in its possession. The committee shall respect the confidentiality of the information.
- d) In workplaces with fewer than twenty (20) employees, the Union shall select at least one (1) bargaining unit member to act as Health and Safety Representative (HSR). The Health and Safety Representative shall have all the powers and responsibilities entitled to a Health and Safety Representative as stipulated under the Act.
- e) In addition, all employees shall have the power to:
 - i. Identify situations that may be a source of danger or hazard to employees;
 - ii. Make recommendations to the Employer and the workers for the improvement of health and safety of employees;

- iii. Recommend to the Employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of employees.
- f) It is agreed that at least three (3) members of the Joint Health and Safety Committee shall be trained and maintain certification. Committee members shall also undertake all training which the JHSC deems appropriate to protect workers. Such training will be provided on the Employer's time and expense and will be considered as time worked with no loss of wages.
- g) A member of a committee, or Health and Safety Representative where no committee exists, is entitled to:
 - i. One (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - ii. Such time as is necessary to attend meetings of the committee;
 - iii. Such time as is necessary to carry out the members duties.
- h) A member of a committee shall be deemed to be at work during the times described in (g) and the Employer shall pay the member for those times at the member's regular or premium rate of pay or time in lieu, in accordance with the Collective Agreement.
- i) While recognizing the Employer's legal responsibility to ensure that service needs are met, the Employer recognizes that the safety of its employees is of primary importance. The Employer shall consult with the Joint Health and Safety Committee/Health and Safety Representative(s) in developing and establishing effective measures and procedures for the Health and Safety of workers in order to reduce the potential for violence in the workplace.

27.03 Notice

- a) Where a worker is killed or critically injured (as defined by *Ontario Regulation 834*), the Employer shall immediately notify the JHSC, HSR, if any, and the trade Union of the occurrence, and will follow up the notification with a report within forty-eight (48) hours.
- b) Where a worker is injured, requires medical attention or is unable to perform their usual work, the Employer shall provide a report of the occurrence to the JHSC, HSR, if any, and the trade Union within four (4) days of the occurrence.

- c) The report made under (a) or (b) shall contain the name and contact information of the person killed or critically injured, the nature and circumstances of the occurrence and the bodily injured sustained, a description of the machinery or thing involved, if any, of the name and contact information of witnesses and the steps taken to prevent a reoccurrence.
- d) The information provided by the Employer under (a), (b), or (c) shall be kept confidential.

27.04 Hazard/Risk Assessment

The Employer shall assess the hazards/risks of workplace violence and harassment that arise from the nature of the workplace, type of work or conditions of work. This assessment will be done with input from the Joint Health and Safety committee or Health and Safety Representative. Where no committee or Health and Safety Representatives exist, a member designated by Local Union shall be consulted. The parties must take into account the circumstances of the workplace and circumstances common to similar workplaces.

Results of the assessment shall be provided in writing to the Joint Health and Safety committee, Health and Safety Representative where no committee exists, and Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

Further, if the Employer becomes aware, or ought reasonably to be aware, that domestic violence that would likely expose a worker to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the worker.

Hazard/risk assessments must address the risks and conditions specific to the worker's workplace or site.

27.05 Reassessments

The parties further agree to re-assess the hazards of violence and harassment as often as is necessary to protect the workers. The parties agree that reassessments shall be conducted, but not limited, to the following situations:

- i. The workplace moves or the existing workplace is renovated or reconfigured;
- ii. There are significant changes in the conditions of work (e.g. change in closing times);

- iii. There is new information on the risks of workplace violence and/or harassment;
- iv. A violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

27.06 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;
 - 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 recognizes that the safety of its employees is of primary importance. The Employer shall generate a report and submit it to the Joint Health and Safety Committee. The Joint Health and Safety committee will develop and establish effective measures and procedures for the Health and safety of workers in order to reduce the potential for violence in the workplace.
- c) The Employer in consultation with the Health and Safety Committee and Local Union will ensure educational programs and training deemed appropriate by the Employer to protect workers is undertaken. The Employer agrees appropriate training and information on the prevention of violence and harassment to all employees who come in contact with potentially aggressive persons. This training will be required initially during the orientation period and updated on an annual basis for all employees. Training will be treated as time worked and employees will be paid their rate as per the Collective Agreement.
- d) Definition of Violence

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and included any threatening statement or behaviour that gives a worker reasonable cause to believe that workers are at risk of injury. Violence includes the application of forces, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behaviour that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or off duty.

e) Support and Counselling

The Employer and the Union recognize that, where preventative measures have failed to prevent abusive/violent or traumatic incidents, counselling and support must be available to help employees recover from such incidents. This support shall include, but not limited to, debriefing sessions and workplace accommodations. Critical incident stress debriefing and post traumatic counselling shall be available for any employee who has experienced or witnessed any incident of workplace violence. Employees are encouraged to utilize the services provided through the Employee Assistance Program (EAP).

f) No Discrimination or Reprisals

- i. The Employer agrees that there shall be no discrimination or reprisals exercised or practiced with respect to any employee who is a victim of a violent incident arising while in the performance their assigned work.
- ii. No Employer or person acting on behalf of an Employer shall:
 - a. Dismiss or threaten to dismiss a worker;
 - b. Discipline or suspend or threaten to discipline or suspend a worker;
 - c. Impose any penalty upon a worker or;
 - d. Intimidate or coerce a worker,

Because the worker has acted in compliance with the OHSA or the regulations or has complied with a workplace health and safety policy or program that requires a worker to file a report.

g) Provision of Information

The Employer agrees to provide information, instruction and supervision, related to a risk of workplace violence and harassment, about a person with a history of harassing or violent behaviour when:

The worker is likely to encounter the person in the course of his or her duties, and the risk of violence is likely to expose a worker to injury.

In particular, the Employer shall:

- i. Advise a worker of the existence of any potential or actual danger to the health or safety of the worker of which the Manager is aware;

- ii. Provide a worker with written instructions as to the measures and procedures to be taken for protection of the worker and;
- iii. Take every precaution reasonable in the circumstances for the protection of a worker.

h) Property Loss

The Employer will compensate an employee for loss of personal property including but not limited to clothing, watches, glasses, contact lenses, etc. resulting from any acts of violence in workplace, in the event such property is destroyed or damaged while an employee is performing their regular duties. The Employer will conduct a thorough review of the incident to validate damage to any personal property of the employee. The employee shall be required to provide a receipt of original purchase and/or a written estimate of the value of the damaged personal property, including an amount to reflect depreciation of the property. Such claim will not be unreasonably denied.

27.07 The Association shall provide training for the following:

- First Aid
- WHMIS
- Safe Management
- Abuse Training
- Controlled Acts Training (where required)
- Fire Safety Training
- Defensive Driving Training (Transportation and Community Support Workers – every three (3) years)
- QAM Training

27.08 WSIB

The Employer agrees to cover all employees under the Workplace Safety and Insurance Act (WSIA). An employee who is awaiting approval from WSIB will be allowed to utilize their sick leave credits, if available and/or their earned vacation balance to cover the waiting period, the employee may request a cash advance. In all above situations, the employee will be required to complete and sign a promissory note.

ARTICLE 28 – GENERAL

28.01 People Supported Needs

The Association and the employees recognize that they are required to meet the needs of the people supported. Therefore, the Association will make every effort to ensure that adequate staffing is available to meet those needs.

28.02 Workload

- a) The parties are committed to maintaining the individual and collective well being of all staff and supported individuals and recognizes the inherent worth and dignity of every employee and supported individual.
- b) Whereas workload can fluctuate, the Employer has an obligation to review workload on a regular basis to ensure the fair, reasonable and equitable distribution of work. The Employer acknowledges the Union has a role in identifying workload issues.
- c) The Employer and the Union agree to discuss and resolve workload issues through the Labour Management Committee.
- d) When requested, the Employer shall provide the Labour Management Committee with statistical reports outlining employee status, including but not limited to resignations, termination, leaves, transfer, absenteeism, overtime, sick time usage, and other information pertinent to workload issues. All reports will not contain any personal identifying information.
- e) Factors to be taken into consideration by the Labour Management Committee in the assessment of workload may included but are not limited to the following criteria:
 - Individual and team workload;
 - Number of workers on the team;
 - Number of supported individuals;
 - Status of individual time spent on case documentation and administrative duties;
 - Team coverage in case of emergencies;
 - Introduction of new technology and systems;
 - Coaching and mentoring new staff;
 - Agency defined best practices;

- Coverage;
 - Leaves of absence, including vacation and prolonged illnesses;
 - Complexity of cases;
 - Introduction of new technology and systems;
 - Other employment related duties or assignments.
- f) The Employer agrees that where workload issues are identified they will not be used as the basis for discipline or form part of a performance evaluation.

28.03 Employee Protection

The Association shall provide legal counsel and protection of employees, who are being sued in the civil courts for reasons arising out of or during the performance of authorized Association duties and shall pay for all costs arising there from.

28.04 Affiliation Fees

The Association shall pay for certification required by legislation to practice, under the auspices of professional association(s), for those Programme Staff requiring the certification to perform their jobs.

28.05 Boot Allowance

Employees completing the probationary period required by Article 12.03 and who were required to purchase safety boots for the performance of their duties, will be entitled to a payment of two hundred dollars (\$200.00). An additional payment will be made each year, on the final pay in December, provided the employee remains in an occupation that requires the wearing of safety boots.

28.06 Modified Work

The parties agree that the Labour Management Committee will address the subject of modified work for injured employees.

The Employer and the Union recognize their joint obligation to provide Modified Work.

The policies and procedures will include but not limited to:

- i. The Employer will review with the employee and a recognized WSIB representative of the Bargaining Unit accommodation issues as the need arises as required by the Human Rights Code.

- ii. The Employer shall advise the Union in writing as soon as the request for accommodation is received and will keep the Union informed throughout the process.
- iii. The Employer and the Union will meet to discuss the accommodation with the employee requesting the accommodation.
- iv. The purpose of the meeting is to identify modified working conditions or other accommodation for the employee by requesting accommodation under the Human Rights Code.
- v. The accommodation plan will be reviewed with the employee, the employee's Manager, a Human Resources representative and a recognized WSIB representative of the Bargaining Unit.
- vi. The Union agrees to provide the Employer with a list of names and phone numbers of the WSIB representatives of the Bargaining Unit.

28.07 [Dress Code](#)

Employees agree to dress according to their position and type of work required.

28.08 [Bathing Suit Allowance](#)

Based on proven usage and authorized by the Manager, staff who regularly go swimming in the municipal pool with people we support shall receive seventy-five dollars (\$75.00) once a year towards to purchase of a bathing suit.

28.09 [Printing of Agreement](#)

The Union and the Association shall share equally the cost of printing the agreement, which shall be done within one (1) month of the signing of the agreement. Each employee shall receive a copy of the printed agreement.

28.10 [Change in Personal Information](#)

It is the employee's responsibility to promptly notify the Human Resources Department of any change in their status (e.g., address, telephone number, marital status, dependants, beneficiary, etc.) to ensure up-to-date personnel information is available for each employee.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This agreement shall be binding and remain in effect from April 1st, 2020, to March 31st, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

29.02 Either party desiring to propose changes to this agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party, and a meeting shall be held at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

Brenda Olendy

Brenda Olendy (Apr 29, 2021 17:56 EDT)

Greg Clarke

Greg Clarke (May 3, 2021 12:23 EDT)

Jennifer Goodine

Jennifer Goodine (May 1, 2021 15:59 EDT)

Pamela Oliver

Pamela Oliver (Apr 29, 2021 16:40 EDT)

Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Appendix “A” – Wages

				April 1, 2020 (\$0.27/hour increase)				
	Position	Normal Weekly Full Time Hours	Normal Daily Hours	Start	1 Year	2 Years	3 Years	4 Years
	In-Direct Support Worker	40	8	21.97	22.41	22.89	23.36	23.86
221	Support Worker I	40	8	22.17	22.60	23.08	23.56	24.07
37	Handyperson	35	7	23.07	23.56	24.06	24.54	25.07
36	Transportation Officer	40	8	23.07	23.56	24.06	24.54	25.07
	Skills Instructor*	37.5	7.5	23.31	23.78	24.29	24.78	25.34
	Community Support Worker*	37.5	7.5	23.31	23.78	24.29	24.78	25.34
695	Community Support Worker*	35	7	23.31	23.78	24.29	24.78	25.34
625	Assistant Print Instr.	37.5	7.5	23.31	23.78	24.29	24.78	25.34
725	Assistant Outlet Instr.	37.5	7.5	23.31	23.78	24.29	24.78	25.34
211	Support Worker II	40	8	23.31	23.78	24.29	24.78	25.34
31	Sr. Transportation Officer	40	8	23.44	23.93	24.43	24.93	25.49
41	Information Technician I*	35	7	24.12	24.65	25.17	25.70	26.25
	GLM Instructor	37.5	7.5	24.59	25.13	25.66	26.20	26.77
640	Vocational Instructor	37.5	7.5	24.59	25.13	25.66	26.20	26.77
	M & A Instructor	37.5	7.5	24.59	25.13	25.66	26.20	26.77
	Cafeteria Instructor	37.5	7.5	24.59	25.13	25.66	26.20	26.77
	Catering Instructor	37.5	7.5	24.59	25.13	25.66	26.20	26.77
201	Support Worker III	40	8	24.59	25.13	25.66	26.20	26.77
6	Accounting Technician*	35	7	25.14	25.66	26.20	26.78	27.38
	Print Instructor	37.5	7.5	26.62	27.18	27.78	28.38	29.01
21	Information Technician II*	35	7	26.94	27.51	28.11	28.73	29.36
26	Desktop Technician*	35	7	26.94	27.51	28.11	28.73	29.36
	Employment Advisor*	37.5	7.5	27.70	28.29	28.92	29.55	30.22
76	Support Worker IV*	35 **	7	27.70	28.29	28.92	29.55	30.22
77	Support Worker IV*	40	8	27.70	28.29	28.92	29.55	30.22
	Sr. Accounting Technician*	35	7	28.76	29.37	30.02	30.69	31.38
	Information Coordinator*	35	7	29.75	30.39	31.05	31.77	32.49
	Social Worker*	35	7	33.02	33.77	34.52	35.28	36.09
101	Behaviour Therapist*	35	7	33.02	33.77	34.52	35.28	36.09
11	Purchasing and Finance	37.5	7.5	27.70	28.29	28.92	29.55	30.22
231	Specialized Services SW	35	7	24.59	25.13	25.66	26.20	26.77

*Positions denoted by an asterisk will pertain to the Note under Article 15.01 b).

** Incumbents at May 13, 2002 will remain at 40 hours per week.

Note: Hours paid will not include the supplementing of short- or long-term disability, as provided in Article 17.03.

Part-time move on grid – all Level 1 on April 1, 2000 then move based on all hours worked after April 1, 2002, Relief employees will start to accumulate hours to move through the grid.

Green highlighting: Positions are redundant. Holding for JE purposes.

				April 1, 2021 (\$0.28/hour increase)				
	Position	Normal Weekly Full Time Hours	Normal Daily Hours	Start	1 Year	2 Years	3 Years	4 Years
	In-Direct Support Worker	40	8	22.25	22.69	23.17	23.64	24.14
221	Support Worker I	40	8	22.45	22.88	23.36	23.84	24.35
37	Handyperson	35	7	23.35	23.84	24.34	24.82	25.35
36	Transportation Officer	40	8	23.35	23.84	24.34	24.82	25.35
	Skills Instructor*	37.5	7.5	23.59	24.06	24.57	25.06	25.62
	Community Support Worker*	37.5	7.5	23.59	24.06	24.57	25.06	25.62
695	Community Support Worker*	35	7	23.59	24.06	24.57	25.06	25.62
625	Assistant Print Instr.	37.5	7.5	23.59	24.06	24.57	25.06	25.62
725	Assistant Outlet Instr.	37.5	7.5	23.59	24.06	24.57	25.06	25.62
211	Support Worker II	40	8	23.59	24.06	24.57	25.06	25.62
31	Sr. Transportation Officer	40	8	23.72	24.21	24.71	25.21	25.77
41	Information Technician I*	35	7	24.40	24.93	25.45	25.98	26.53
	GLM Instructor	37.5	7.5	24.87	25.41	25.94	26.48	27.05
640	Vocational Instructor	37.5	7.5	24.87	25.41	25.94	26.48	27.05
	M & A Instructor	37.5	7.5	24.87	25.41	25.94	26.48	27.05
	Cafeteria Instructor	37.5	7.5	24.87	25.41	25.94	26.48	27.05
	Catering Instructor	37.5	7.5	24.87	25.41	25.94	26.48	27.05
201	Support Worker III	40	8	24.87	25.41	25.94	26.48	27.05
6	Accounting Technician*	35	7	25.42	25.94	26.48	27.06	27.66
	Print Instructor	37.5	7.5	26.90	27.46	28.06	28.66	29.29
21	Information Technician II*	35	7	27.22	27.79	28.39	29.01	29.64
26	Desktop Technician*	35	7	27.22	27.79	28.39	29.01	29.64
	Employment Advisor*	37.5	7.5	27.98	28.57	29.20	29.83	30.50
76	Support Worker IV*	35 **	7	27.98	28.57	29.20	29.83	30.50
77	Support Worker IV*	40	8	27.98	28.57	29.20	29.83	30.50
	Sr. Accounting Technician*	35	7	29.04	29.65	30.30	30.97	31.66
	Information Coordinator*	35	7	30.03	30.67	31.33	32.05	32.77
	Social Worker*	35	7	33.30	34.05	34.80	35.56	36.37
101	Behaviour Therapist*	35	7	33.30	34.05	34.80	35.56	36.37
11	Purchasing and Finance	37.5	7.5	27.98	28.57	29.20	29.83	30.50
231	Specialized Services SW	35	7	24.87	25.41	25.94	26.48	27.05

*Positions denoted by an asterisk will pertain to the Note under Article 15.01 b).

** Incumbents at May 13, 2002 will remain at 40 hours per week.

Note: Hours paid will not include the supplementing of short- or long-term disability, as provided in Article 17.03.

Part-time move on grid – all Level 1 on April 1, 2000 then move based on all hours worked after April 1, 2002, Relief employees will start to accumulate hours to move through the grid.

Green highlighting: Positions are redundant. Holding for JE purposes.

				April 1, 2022 (\$0.28/hour increase)				
	Position	Normal Weekly Full Time Hours	Normal Daily Hours	Start	1 Year	2 Years	3 Years	4 Years
	In-Direct Support Worker	40	8	22.53	22.97	23.45	23.92	24.42
221	Support Worker I	40	8	22.73	23.16	23.64	24.12	24.63
37	Handyperson	35	7	23.63	24.12	24.62	25.10	25.63
36	Transportation Officer	40	8	23.63	24.12	24.62	25.10	25.63
	Skills Instructor*	37.5	7.5	23.87	24.34	24.85	25.34	25.90
	Community Support Worker*	37.5	7.5	23.87	24.34	24.85	25.34	25.90
695	Community Support Worker*	35	7	23.87	24.34	24.85	25.34	25.90
625	Assistant Print Instr.	37.5	7.5	23.87	24.34	24.85	25.34	25.90
725	Assistant Outlet Instr.	37.5	7.5	23.87	24.34	24.85	25.34	25.90
211	Support Worker II	40	8	23.87	24.34	24.85	25.34	25.90
31	Sr. Transportation Officer	40	8	24.00	24.49	24.99	25.49	26.05
41	Information Technician I*	35	7	24.68	25.21	25.73	26.26	26.81
	GLM Instructor	37.5	7.5	25.15	25.69	26.22	26.76	27.33
640	Vocational Instructor	37.5	7.5	25.15	25.69	26.22	26.76	27.33
	M & A Instructor	37.5	7.5	25.15	25.69	26.22	26.76	27.33
	Cafeteria Instructor	37.5	7.5	25.15	25.69	26.22	26.76	27.33
	Catering Instructor	37.5	7.5	25.15	25.69	26.22	26.76	27.33
201	Support Worker III	40	8	25.15	25.69	26.22	26.76	27.33
6	Accounting Technician*	35	7	25.70	26.22	26.76	27.34	27.94
	Print Instructor	37.5	7.5	27.18	27.74	28.34	28.94	29.57
21	Information Technician II*	35	7	27.50	28.07	28.67	29.29	29.92
26	Desktop Technician*	35	7	27.50	28.07	28.67	29.29	29.92
	Employment Advisor*	37.5	7.5	28.26	28.85	29.48	30.11	30.78
76	Support Worker IV*	35 **	7	28.26	28.85	29.48	30.11	30.78
77	Support Worker IV*	40	8	28.26	28.85	29.48	30.11	30.78
	Sr. Accounting Technician*	35	7	29.32	29.93	30.58	31.25	31.94
	Information Coordinator*	35	7	30.31	30.95	31.61	32.33	33.05
	Social Worker*	35	7	33.58	34.33	35.08	35.84	36.65
101	Behaviour Therapist*	35	7	33.58	34.33	35.08	35.84	36.65
11	Purchasing and Finance	37.5	7.5	28.26	28.85	29.48	30.11	30.78
231	Specialized Services SW	35	7	25.15	25.69	26.22	26.76	27.33

*Positions denoted by an asterisk will pertain to the Note under Article 15.01 b).

** Incumbents at May 13, 2002 will remain at 40 hours per week.

Note: Hours paid will not include the supplementing of short- or long-term disability, as provided in Article 17.03.

Part-time move on grid – all Level 1 on April 1, 2000 then move based on all hours worked after April 1, 2002, Relief employees will start to accumulate hours to move through the grid.

Green highlighting: Positions are redundant. Holding for JE purposes.

Letter of Understanding #1

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Part-time/Relief Pool Provisions

The following constitutes the guiding principles in establishing the Part-time/Relief Pool provisions. Management, with input from the Labour/Management Committee, will develop and administer procedures consistent with these principles and the Collective Agreement as a whole.

1. Schedules will be posted by the 3rd Tuesday by 4 pm of the current schedule indicating within Group Living available shifts to be offered by seniority.
2. Each home/site will have primary Relief staff assigned. Part-time/Relief staff may choose up to three (3) other locations to work at. This is referred to as the Combined Pool. All lists shall be in order of seniority.
3. Requests to go on the Combined list must be sent to the assigned designate by e-mail only. These lists will be updated every six (6) months and placements will be made based on seniority and capped based on the needs of the home.
4. Part-time/Relief staff who are assigned to a certain Combined List will be contacted by the Manager to schedule training for that location within two (2) weeks. Employees will not be added to combined lists until their training has been completed.
5. Relief staff shall accept a minimum of 24 hours per week, where available, in order of seniority at their primary location prior to accepting shifts on Combined Lists.
6. Relief Staff are required to select hours on a minimum of six (6) of the following days: All statutory holidays as outlined in the collective agreement plus Christmas Eve, New Years Eve, and Easter Sunday.
7. Relief staff must select a minimum of 32 hours of weekend hours (1 pm Friday - 11 pm Sunday) within a four (4) week timeframe in order of seniority, if hours are available.
8. Hours to be distributed from schedules will be made up from required replacement hours generated within the home, including vacation replacement, sickness, leave of absence hours, etc. The home Manager has the right to deem if replacement hours are required. In

making this decision neither staff nor individuals will be put at risk.

9. Shifts will be offered in order of seniority. Hours will not be accepted or assigned which will create an overtime situation or result in a double shift unless approved by the Manager. Senior staff shall have the opportunity to work the greatest number of hours available in any given day. When accepting a portion of a shift there shall be no less than three (3) hours remaining to be filled.
10. (a) A Part-time/Relief employee may elect to be removed from participating in the Combined Pool at any time.

(b) Should the employee wish to be re-added to the list, the above schedule is to be followed. Employees excluded from the Combined Pool for the above reason provided in (a) will continue to be excluded until such time as they advise Human Resources by providing one (1) month's written notice of their intention to again participate in the Combined Pool (their name will be added according to the Scheduling Procedures).
11. It will be staff's responsibility to keep abreast of procedures.
12. Relief employees shall forfeit their seniority and terminate their employment if they do not work 24 hours in a week, provided shifts are offered. Extenuating circumstances (e.g., illness, death in immediate family) will be reviewed on a case- by-case basis by the Employer. Such determinations shall not be enforced in an arbitrary or discriminatory manner.
13. If the shift cannot be filled through the Combined Pool, the shift will be offered through the Overtime Procedures.

See Scheduling Procedures – Reviewed and Revised – December 11, 2020.

This letter shall be in effect until there is a new letter of understanding to replace it or for the term of this collective agreement.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

Brenda Olendy

Brenda Olendy (Apr 29, 2021 17:56 EDT)

Greg Clarke

Greg Clarke (May 3, 2021 12:23 EDT)

Jennifer Goodine

Jennifer Goodine (May 1, 2021 15:59 EDT)

Pamela Oliver

Pamela Oliver (Apr 29, 2021 16:40 EDT)

Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #2

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Labour Management Scheduling Committee

The Employer and CUPE Local 1880 CLA agree to continue discussion through the Labour Management Committee's Scheduling Committee regarding volume of job postings, volume of movement of staff and reducing overtime, commitment to primary work locations, schedules and equity in the distribution of hours.

The Scheduling Committee will be responsible for reviewing data related to the above-mentioned areas, analyze the data, report on trends and make recommendations to the Labour/Management Committee. The Scheduling Committee shall provide regular up-dates at the Labour/Management Committee.

This letter shall be in effect for the term of this Collective Agreement.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

Brenda Olendy

Brenda Olendy (Apr 29, 2021 17:56 EDT)

Greg Clarke

Greg Clarke (May 3, 2021 12:23 EDT)

Jennifer Goodine

Jennifer Goodine (May 1, 2021 15:59 EDT)

Pamela Oliver

Pamela Oliver (Apr 29, 2021 16:40 EDT)

Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #3

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Joint Lobby

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

This letter shall be in effect for the term of this Collective Agreement.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

B. Olendy

Brenda Olendy (Apr 29, 2021 17:56 EDT)

Greg Clarke

Greg Clarke (May 3, 2021 12:23 EDT)

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Jemifer Goodine (May 1, 2021 15:59 EDT)

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Pamela Oliver (Apr 29, 2021 16:40 EDT)

Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #4

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Additional Funding

In the event, the Ministry of Community and Social Services (MCSS) provides the Employer with additional funding targeted for wages and/or benefits in excess of the funding for the already negotiated wage and/or benefits/pension increases, the Union and the Employer shall meet to determine the method of allocation and implementation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding any additional targeted funding for wages and/or benefits.

It is understood that the Employer will meet with the Union bargaining team and CUPE National Representative to negotiate the implementation of the funding.

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, if an exemption is granted, or should the legislation be repealed, the parties agree to reopen the Agreement with respect to compensation for any targeted wage funding provided by MCSS during the term of this Collective Agreement.

This letter shall be in effect for the term of this Collective Agreement.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

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Greg Clarke (May 3, 2021 12:23 EDT)

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Pamela Oliver (Apr 29, 2021 16:40 EDT)

Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #5

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Professional Colleges

There will be no requirement for any Bargaining Unit member to become a member of a College without prior consultation with the Union, unless required by a Ministry directive, regulation or legislation.

Notwithstanding the above, the Employer shall not forward a copy of any reports that would constitute a breach of any Terms of Settlement negotiated by the Union on behalf of its member(s).

Where legislation requires employees to become members of the College, the Employer shall pay the costs of all registration and membership fees.

In the event, the Ministry and/or Provincial Government legislates regulatory Colleges for DSW and/or PSW, the parties shall meet in joint consultation to discuss the matter and the implementation process.

This letter shall be in effect for the term of this Collective Agreement.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

Brenda Olendy

Brenda Olendy (Apr 29, 2021 17:56 EDT)

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Jennifer Goodine (May 1, 2021 15:59 EDT)

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Pamela Oliver (Apr 29, 2021 16:40 EDT)

Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #6

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Labour Force Strategy

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

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

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

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

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Brenda Olendy

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Alix Gardner

Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #7

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Trial 10/12 Hour Schedules

The parties have implemented trial 10/12-hour schedules at various locations. The parties agree that the trial period will continue until December 31, 2021 or until such time as the parties confirm that the 10/12-hour schedules are agreed upon by the parties.

The trial period will enable the Labour Management Committee to monitor overtime/forced overtime, absenteeism, collect feedback, conduct surveys, etc. to ensure that positive results are being generated by the implementation of these schedules.

Where one party or the other wish to terminate the above agreement prior to the end of the trial period, December 31, 2021, written notification will be provided to the other party at least thirty (30) days in advance of the date to terminate if there has been no positive effect.

It is further agreed that this Letter of Understanding will remain in effect during the trial period only.

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

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Brenda Olendy

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Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

Letter of Understanding #8

Between

COMMUNITY LIVING ALGOMA

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1880-01

RE: Central Bargaining Table

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

SIGNED in Sault Ste. Marie, this 29th day of April, 2021.

FOR THE EMPLOYER

Niccette Reed

Niccette Reed (Apr 30, 2021 11:37 EDT)

Lanie Greco

Lanie Greco (Apr 29, 2021 16:37 EDT)

Corry A Cornacchio

Corry A Cornacchio (Apr 29, 2021 17:18 EDT)

FOR THE UNION

Brenda Olendy

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Alix Gardner (Apr 29, 2021 20:54 EDT)

Laura Delhenty

Laura Delhenty (Apr 29, 2021 15:42 EDT)

PAY EQUITY PLAN

BETWEEN

A. EMPLOYER:

Community Living Algoma

And the

B. BARGAINING AGENT:

Canadian Union of Public Employees (CUPE) Local 1880-01

C. GENDER PREDOMINANCE OF JOB CLASSES COVERED BY THIS PLAN:

The following bargaining unit job classes are female job classes:

1. Accounting Technician (Band 3) Full-Time and Part-Time
2. Assistant Outlet Instructor (Band 4) Full-Time and Part-Time
3. Cafeteria Instructor (Band 5) Full-Time and Part-Time
4. Catering Instructor (Band 5) Full-Time and Part-Time
5. Community Support Worker (Band 3) Full-Time and Part-Time
6. Home Support Worker (Band 6) Part-Time
7. IBI Transition Worker (Band 6) Full-Time
8. In-Direct Support Worker (Band 1) Full-Time and Part-Time
9. Information Coordinator (Band 6) Full-Time
10. Information Technician I (Band 3) Full-Time and Part-Time
11. Information Technician II (Band 3) Full-Time and Part-Time
12. Instructor Therapist IBI (Band 3) Full-Time and Part-Time
13. Intake Coordinator (Band 6) Full-Time
14. Job Coach (Band 4) Full-Time
15. M&A Instructor (Band 5) Full-Time and Part-Time
16. SIL (Band 6) Part-Time
17. Sr. Accounting Technician (Band 6) Full-Time
18. Support Worker I (Band 1) Part-Time
19. Support Worker II (Band 4) Full-Time and Part-Time
20. Support Worker III (Band 6) Part-Time
21. Transition Worker (Band 6) Full-Time and Part-Time
22. Vocational Instructor (Band 5) Part-Time

The following job classes are gender neutral:

1. Home Support Worker (Band 6) Full-Time
2. Support Worker I (Band 1) Full-Time
3. Support Worker III (Band 6) Full-Time
4. Vocational Instructor (Band 5) Full-Time

The following bargaining unit job classes are male job classes:

1. APSW (Band 6) Full-Time
2. Assistant Print Instructor (Band 4) Full-Time and Part-Time
3. Behaviour Therapist (Band 7) Full-Time
4. Desktop Technician (Band 4) Full-Time
5. GLM Instructor (Band 5) Full-Time and Part-Time
6. Print Instructor (Band 5) Full-Time and Part-Time
7. Sr. Transportation Officer (Band 5) Full-Time and Part-Time
8. Transportation Officer (Band 5) Full-Time and Part-Time

D. METHOD OF COMPARISON:

The method of comparison used was the CUPE 11-Factor Evaluation Plan. The plan measures a composite of skill, effort, responsibility and working conditions as required by the Pay Equity Act. The factors and weights applied are as follows:

Skill		35%
Knowledge	15	
Experience	10	
Judgement	10	
Effort		20%
Concentration	10	
Physical Effort	5	
Dexterity	5	
Responsibility		35%
Accountability	10	
Safety of Others	8	
Leadership of Others	7	
Contacts	10	
Working Conditions		10%
Disagreeable Working Conditions	10	

Each job was evaluated by a Joint Committee comprised of union and management representatives using the above noted factors.

E. JOB-TO-JOB COMPARISONS:

By agreement of the Joint Job Evaluation Committee, fixed point bands of 60 were used to establish comparisons between female and male jobs. The lowest band is 384-443 points. The highest band starts at 744. This approach provided comparisons as follows:

<u>Female Job Class Bands</u>	<u>Male Comparator In Band</u>
Band 7	Behaviour Therapist
Band 6	APSW
Band 5	Sr. Transportation Officer
Band 4	Assistant Print Instructor
Band 3	Transportation Officer
Band 2	No Job Classes

F. PROPORTIONAL VALUE COMPARISONS:

The Pay Equity Act (1990) provides that where a job-to-job approach fails to locate a male comparator, those female job classes must be compared to male job classes on a proportional basis. Job value and job rate data for unionized male jobs was utilized to develop Proportional Wage Rates using Regression Analysis. This was performed for the female job classes in Band 1.

G. PERMISSIBLE DIFFERENCES IN COMPENSATION:

No differences in compensation as permitted by Section 8 of the Act have been identified in developing this Plan.

H. PAY EQUITY ADJUSTMENTS:

Pay equity gaps were identified by comparing the job rate of each female job class to the job rate of the male comparator job class or to the proportional rate. Job-to-Job approaches identified the following difference in compensation:

Female Job Class	Per Hour Gap
Social Worker	\$0.80

The pay equity adjustments identified above will be implemented as of this date and, retroactive to Oct.15, 2002.