

COLLECTIVE AGREEMENT

B E T W E E N :

CANES COMMUNITY CARE

(The Company)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3808

(The Union)

April 1, 2018 to March 31, 2022

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ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of this Agreement to promote and maintain mutual understanding and co-operation and to establish an orderly, harmonious collective bargaining relationship between the Employer and its employees, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of CANES Community Care in the Municipality of Toronto, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representative, which may conflict with the terms of this Collective Agreement, unless such agreement is consented to, in writing, by the parties. The Union shall be made aware of any such agreements, prior to final agreement being made with an employee(s).
- 2.03 The Employer agrees that the use of volunteers or other non-bargaining unit persons shall not result in the lay-off, termination, demotion or in the reduction of regular hours of work of bargaining unit members.

ARTICLE 3 - DEFINITIONS

- 3.01 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as defined in Article 2.
- 3.02 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa where the context so requires.
- 3.03 Contract Employees
- a) It is recognized that, from time to time, the Employer may engage the services of contract employees to cover absences of regular staff due to vacation, illnesses, leaves of absence or secondment. All such employees shall be bargaining unit employees.
 - b) Contract employees shall be entitled to all rights and provisions of this Collective Agreement, with the exception of Article 14.01, Article 15, Article 16, Article 25, Article 29 and Article 30.
 - c) Where such employment is less than one (1) year, such persons may have their employment terminated without regard to seniority. If a contract employee continues their employment in excess of one (1) year, they shall receive credit for actual seniority accrued during their contract period, and become a permanent employee with seniority.
 - d) Subject to Article 3.03(c), the termination of a contract employee at the expiration of their agreed term of employment shall not be grievable nor arbitrable under the provisions of this Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the Employer's operations and the direction of the employees rest exclusively with the Employer except as expressly modified or restricted by a specific provision of this Agreement. These rights and management functions include, but are not limited to: the right to reprimand, suspend, discharge or otherwise discipline employees for just cause, subject to the grievance and arbitration provisions of this Agreement; solicit and hire, direct, promote, demote, transfer, lay off and recall employees to work; determine the requirements of a job, labour standards, the

qualifications of an employee to perform the work required; starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of the employees; close down the Employer's operations or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment or other property of the Employer; determine the assignment of work and the size and composition of the workforce; make or change reasonable rules, policies and practices not in conflict with the express provisions of this Agreement; introduce new or improved methods in equipment and otherwise generally manage the Employer's operations, direct the workforce and establish terms and conditions of employment.

- 4.02 The Employer agrees that in exercising rights set out in Clause 4.01 it will not act in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - UNION DUES CHECK-OFF

- 5.01 The Employer agrees to deduct from the wages of each employee in the bargaining unit who has completed thirty (30) calendar days of employment with the Employer, a specified uniform amount equivalent to the regular monthly Union Dues as prescribed in writing by the Union.
- 5.02 In accordance with Article 5.01, the Employer agrees to deduct the regular monthly Union Dues from the first payroll of each month and to forward such deductions to the National Secretary-Treasurer of the Union not later than the 15th day following the month for which the dues were levied. The cheque shall be accompanied by a list of the names of persons from whom deductions were made. The Employer shall forward to the President of the Local a list of names of all employees, the dues deducted, and the total hours worked and the schedule of the hours with a printout of paid holidays, sick and travel time.

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this Agreement or existing legislation, the Employer agrees to meet with the Union to discuss how the current practice may be continued.

- 5.03 Employees hired by the Employer shall join the Union as a condition of employment.
- 5.04 The Union will indemnify and save the Employer harmless from any and all claims, which may be made against it by an employee or employees for amounts deducted from pay as provided by this article.
- 5.05 The Employer shall include on the T4 slip for each employee the amount of Union Dues paid by that employee in the previous year.
- 5.06 An employee's immediate Supervisor shall introduce the new employee to their Union Steward or Representative, within ten (10) working days of the commencement of employment.
- 5.07 The Employer shall provide the Union with an updated list of such names, addresses and phone numbers twice (2x) per year. This list shall also indicate promotions, demotions, hirings, lay-offs, recalls, resignations, retirements, deaths or other terminations of employment.
- 5.08 **Pension Plan**
- a) The Employer shall provide the Union with a copy of an updated list of all Pension Plan participants every six (6) months.
 - b) Following the end of each fiscal year, the Employer shall provide the Union with an employee list which will include plan participation date, employer and employee contributions made for the previous year, as well as any new participants with their date of entry into the plan.
 - c) The Statement of Earnings and Deductions shall indicate both the Employer contribution and

Employee deductions for pension contributions for the current and year-to-date periods.

ARTICLE 6 - CORRESPONDENCE

- 6.01 All correspondence between the parties to this agreement shall pass to and from the HR Director or other appropriate Management personnel and the President of the Union and the parties will keep each other advised of the current mailing address applicable. In cases dealing with discipline, the CEO or his/her designate will be copied on all correspondence.

ARTICLE 7 - UNION MANAGEMENT CONSULTATION

- 7.01 The Union and the Employer shall each name two (2) representatives to a Union/Management Consultation Committee.
- 7.02 On the request of either party, the parties shall meet once every two (2) months until this Agreement is terminated for the purpose of discussing issues relating to the workplace, which affect the parties or any employees bound by this Agreement. The request to convene a meeting shall contain the proposed agenda.
- 7.03 Subject to Article 7.04, the employee shall suffer no loss of pay for time spent in attendance at Union/Management Consultation Committee meetings.
- 7.04 Scheduled Union/Management Consultation Committee meetings shall not exceed two (2) hours in duration.

ARTICLE 8 - BULLETIN BOARDS

- 8.01 The Employer shall make available a place for the purpose of posting notices regarding meetings and other similar Union matters. Such notices shall not be posted unless signed by a Union Officer and unless such posting is authorized by the HR Director or Designate.

ARTICLE 9 - TRADE UNION REPRESENTATION

- 9.01 The Union shall elect or appoint one (1) Steward per work site.
- 9.02 Stewards visiting sites, areas, or locations other than those assigned to them for purposes of carrying out work for the Employer, shall not visit such locations unless Management is informed at least twenty-four (24) hours in advance of such visit in writing by the Union President to the HR Director.
- 9.03 A Steward's first obligation is to the performance of their regular duties and they shall not leave their regular duties without first obtaining the permission of their immediate Supervisor or their Supervisor's designate. Such permission shall not be unreasonably withheld. A Steward shall have reasonable time to investigate an alleged violation of the Collective Agreement without loss from regular pay. In addition, the Steward and the grievor shall suffer no loss of regular pay for attendance at grievance meetings. The Union President may attend grievance meetings in place of the Steward. Where the Union President attends grievance meetings in place of the Steward, the Union President shall not suffer loss from regular pay. A Steward receiving permission to leave their regular duties shall advise the Supervisor of the approximate duration of their absence and shall report back to such Supervisor at the time of their return to work.
- 9.04 The Employer shall recognize the officers and Stewards of the Union when notified, in writing by the Union, of persons filling such positions.
- 9.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.
- 9.06 The Employer agrees to pay three (3) members of the Employee Negotiating Committee for regular hours missed from work due to attendance at collective agreement negotiation meetings with the Employer, to a

maximum of four (4) days for each member, which shall include the initial Exchange of Proposals meeting. Additional time spent in negotiations meetings shall be paid by the Employer and the Union shall reimburse the Employer for the full cost of such time, including wages and benefits, as per the company's invoice, within thirty (30) days of the payment made to the employee.

- 9.07 Where the Employer intends to issue disciplinary action to an employee, the employee will have the right, upon request, to have a Union Steward present when such disciplinary action is issued. All disciplinary action shall be in writing, with a copy to the Union. In cases of suspension without pay or termination, a representative of the Union shall be present unless the employee does not wish the Union Representative to be present and confirms this in writing in the presence of a Union Representative.
- 9.08 A steward may attend general meetings of PSWs, Drivers, and monthly office staff as well as Town Hall meetings.
- 9.09 Record of Disciplinary documents: The record of an employee shall not be used against him/her at any time after thirty-six (36) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

ARTICLE 10 - NO STRIKES OR LOCK-OUTS

- 10.01 In view of the orderly procedures established by this Agreement and the provisions of the Labour Relations Act, the Union agrees that there will be no strikes, slowdowns, work stoppages, either complete or partial, during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of this Agreement.

ARTICLE 11 - NO DISCRIMINATION

- 11.01 The Employer and the Union agree not to interfere with the rights of employees, and there shall be no discrimination, interference, intimidation, restraint, or coercion by the Employer or Union on the basis of race, age, creed, sex, colour, marital status, sexual orientation, handicap, Union membership or political affiliation or in accordance with the Human Rights Code.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

- 12.01 A grievance is defined as a difference between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether it is arbitral.

12.02 Step No. 1

It is the mutual desire of the Employer and the Union that grievances shall be dealt with as quickly as possible. No employee shall have a grievance until such employee has discussed the matter with his or her Supervisor. Such discussion shall take place within three (3) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the grievor. The Supervisor shall respond to the grievor within three (3) working days after the discussion. If the matter is not settled through discussion with the employee's Supervisor, the employee's written grievance shall be processed as follows:

12.03 Step No 2

Within seven (7) working days after the grievor has received the Supervisor's reply, the Union may submit a written grievance to the Supervisor of the employee unless the nature of the grievance is such that it relates to the Supervisor, in which case the grievance will be filed with the CEO or the CEO's designate. Within seven (7) working days, a meeting shall be arranged with the griever, the griever's Steward or the President of the Union, and the CEO or the CEO's designate. The CEO or the CEO's designate shall reply in writing

within seven (7) working days of the meeting. Failing settlement, the grievance may then be submitted to arbitration in writing within seven (7) working days following the reply.

12.04 Step No. 3

- a) Where either party requests that a grievance be submitted to arbitration, notice shall be given to the other party, in writing, within seven (7) working days from the delivery of the decision at Step No. 2 of the grievance procedure. The grievance shall be referred to a sole arbitrator, such arbitrator to be chosen by mutual agreement between the Employer and the Union. The notice to arbitrate shall contain a list of sole arbitrators who are acceptable to the party requesting arbitration. The notice to arbitrate shall include a copy of the grievance which shall cite the Article alleged to have been violated and the remedy sought. Should the parties be unable to agree on a sole arbitrator within seven (7) working days of the notice to arbitrate, either party may request that the Minister of Labour appoint an arbitrator. The decision of the arbitrator shall be binding on both parties.
- b) Notwithstanding the above, a single Arbitrator may be appointed at the request of either party. The notice to arbitrate shall also include a copy of the grievance which shall cite the Article alleged to have been violated and the remedy sought.
- c) When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. Within seven (7) working days of receiving the other party's notice to arbitrate, the receiving party shall indicate their choice of the nominees proposed or if none are acceptable, shall propose three (3) arbitrators. If an acceptable arbitrator is not agreed upon, the parties may agree to submit more arbitrators for such purpose. If the nominees are unable to agree upon an arbitrator within seven (7) working days of the last nomination, either party may request that the Minister of Labour appoint an arbitrator. The decision of the Arbitrator, shall be binding on both parties.

12.05 A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within seven (7) working days from the time the circumstances upon which the grievance is based were known or should have reasonably been known to the grieving party. A meeting between the Employer and the Union shall be held within seven (7) working days of the presentation of the written grievance. Such meeting shall take place within the framework of Step No. 2 of the foregoing grievance procedure. The Employer or the Union, as the case may be, shall give its written decision within seven (7) working days after such meeting has been held. If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within seven (7) working days of the delivery of such written decision, in the manner provided for in this agreement.

12.06 Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance shall be filed by having all such employees sign a written grievance at Step No. 2. Such group grievance shall then be processed within the framework of the grievance procedure.

12.07 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure within the time specified.

12.08 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

12.09 Each party hereto shall bear its own costs of and incidental to any such arbitration proceeding. The fees and charges of the arbitrator shall be borne equally by the parties.

12.10 Notwithstanding the above, either party may refer a grievance to the expedited process in accordance with the Labour Relations Act of Ontario.

12.11 All time limits referred to in the grievance procedure herein contained shall be deemed to be exclusive of

Saturdays, Sundays or holidays designated in the Agreement.

- 12.12 Any and all time limits referred to under the Grievance and Arbitration Procedures herein shall be extended only by only by written agreement between the Company and the Union when sent to the National Representative and/or Local President.
- 12.13 Where both parties agree, a grievance may be referred to arbitration at any stage (which could include a possible mediation stage), and the following will apply:
- a) The mediation process shall be confidential, informal and conducted by Mediators trained in the principles of interest-based negotiations/problem solving. No information provided by a party during the mediation will be used against the other party if the grievance is subsequently referred to arbitration. Nothing said or done by the Mediator may be referred to at arbitration.
 - b) The parties may mutually agree to schedule the mediation within thirty (30) days of notice by the party of their intention to mediate the grievance. Dates scheduled will be by mutual agreement of the parties.
 - c) The Union and the Employer will agree to a list of Mediators. The appointment of the Mediator for a particular grievance will be by mutual consent.
 - d) The Mediator will not hear the grievance as an arbitrator.
 - e) The parties may agree to refer more than one grievance to mediation at the same time.
 - f) All written material or other documentation presented to the Mediator will be returned to the issuing party at the conclusion of the mediation.
 - g) If the mediation resolves the grievance, the Mediator will provide the parties with a report outlining the settlement. The settlement reached will not set a precedent and shall not thereafter be referred to by the parties in respect of any other matter in any other setting unless agreed otherwise.
 - h) During the mediation, the parties may agree to resolve part of the grievance and refer part of the grievance to arbitration.
 - i) If mediation does not resolve a grievance, either party may notify the other of their intention to refer the grievance to arbitration. Notwithstanding Article 12.03, such notice must be given within ten (10) working days of the failed mediation.
 - j) The mediation will be held during regular business hours on the Employer premises. If not available, or the parties agree to hold the mediation outside of the Employer premises, each party will pay half of the cost of the facilities.
 - k) The grievor(s) and up to two (2) Union representatives absent for their regular scheduled hours shall not be paid for such absent hours while attending the mediation. In the circumstance of a group grievance, the Union will appoint a single representative grievor to attend the mediation.
 - l) Each party will pay half the cost of the Mediator.

ARTICLE 13 - DISCHARGE

- 13.01 The Employer will have the right to discharge an employee who has not completed their probationary period, hereinafter referred to as a "probationary employee", provided that such employee is not discharged in an arbitrary or discriminatory manner. It is agreed that such standard amounts to a lesser standard than just cause in accordance with the provisions of the Ontario Labour Relations Act
- 13.02 A claim by a seniority employee that they have been suspended or discharged without just cause shall be

treated as a grievance and shall commence at Step No. 2 of the grievance procedure, provided a written grievance is presented to the CEO or the CEO's designate within seven (7) working days after the suspension or discharge.

- 13.03 Subject to Article 3.03(c), the termination of a contract employee at the expiration of their agreed term of employment shall not be grievable nor arbitrable under the provisions of this Collective Agreement.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined for the purpose of this Agreement as the length of continuous service with the Employer. After completion of the probationary period, seniority shall be effective from the last date of hire. An employee shall have no seniority during their probationary period. If two (2) or more employees have the same seniority date, they will be placed on the seniority list in alphabetical order, according to surname first, then a person's given name.
- 14.02 All salaried employees, hired after September 19, 2018, shall be considered to be probationary employees until they have completed three (3) months of employment with the company.
All hourly employee, hired after September 19, 2018, shall be considered to be probationary employees until they have completed four hundred and twenty (420) hours of regular work for the Employer.
All employees hired prior to September 20, 2018 will have their probationary status defined by the previous collective agreement.
The Employer will provide a written assessment of performance to the probationary employee after eight (8) weeks of employment. Such assessments will be discussed by the employee and their Supervisor.
- 14.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union within thirty (30) days of the signing of this Collective Agreement and then every six (6) months thereafter. If no challenge is made within four (4) weeks, the employee's seniority shall be deemed to be correct.
- 14.04 An employee shall lose all seniority and shall be deemed to have been terminated:
- a) if the employee resigns their employment with the Employer;
 - b) if the employee is discharged for just cause or is discharged pursuant to Article 13.01 and is not reinstated;
 - c) if an employee who is recalled to work after a lay-off fails to notify the Employer within three (3) working days that they have accepted the recall or fails to return to work within five (5) calendar days after notice of recall has been sent by Registered Mail to the last address that the Employer has in its files for the employee.
 - d) if the employee overstays a permitted leave of absence or vacation without reasonable cause and without securing extension of such leave of absence or vacation from the HR Director or Designate.
 - e) if the employee becomes absent from work without notifying the Employer, unless reasonable cause is established for both the absence and lack of notification;
 - f) if an employee is laid off for a period exceeding twenty-four (24) months;
 - g) if an employee utilizes a leave of absence for purposes other than those for which it was granted;
 - h) if the employee is employed as a contract employee, on completion of the agreed term of employment.

- 14.05 Retirement

Retirement shall be governed by the legislation in effect at the time of retirement.

ARTICLE 15 - LAY-OFFS AND RECALL

- 15.01 For the purposes of this Article, there shall be four (4) groups of employees:
- a) Personal Support Workers
 - b) Office Workers/Program Support Workers
 - c) Home Support Workers
 - d) Drivers
- 15.02
- a) In cases of lay-off within a group, employees in the group shall be laid off in reverse order of bargaining unit seniority, provided that the remaining employees have the qualifications, skill and ability to do the available work without training.
 - b) An employee about to be laid off in a group may bump another employee in the group with less bargaining unit seniority, provided the employee exercising the bumping right has the qualifications, skill and ability to do the available work without training.
- 15.03 Employees shall be recalled in order of their bargaining unit seniority, provided they have the qualifications, skill and ability to do the available work without training.
- 15.04 Where the Employer intends to lay off seniority employees, the Employer shall provide such notice or pay in lieu of notice as is required by the Employment Standards Act. Where possible, the Employer will endeavour to provide seniority employees with at least three (3) weeks' notice of their lay-off. If the Employer is unable to provide three (3) weeks' notice, the Employer shall not be liable for pay in lieu of notice, except as required by the Employment Standards Act.

ARTICLE 16 - POSTING OF VACANCIES

- 16.01 Where the Employer deems it necessary to fill a vacant position, it shall be posted for a period of ten (10) working days, during which period it will also be posted on the Agency website and/or otherwise advertised externally. A copy of all postings shall be forwarded to the Union at the time of posting.
- 16.02 The notice referred to in Article 16.01 shall contain the following information: nature of position, skill, ability, education and experience required, shift, hours of work, wage or salary rate or range and the anticipated date of commencement.
- 16.03 Temporary vacancies that the Employer desires to fill and that are expected to exceed six (6) months shall be posted and offered as secondment opportunities for bargaining unit employees. Vacancies which will not or are not expected to exceed six (6) months to cover vacancies due to periods of disability, leaves of absence, emergencies, vacations, sudden increases in work load need not be posted.
- 16.04 The Employer shall first consider bargaining unit employees for whom a successful bid would result in a promotion or transfer. In such cases (other than to positions outside the scope of the bargaining unit), the following factors shall be considered:
- a) qualifications, skill, ability, and hands-on experience at CANES in general and in respect to the job being applied for, and
 - b) where the factors in (a) are relatively equal, seniority shall govern provided the candidates have the qualifications, skill and ability to perform the work.
- 16.05 If a vacancy is not filled in accordance with Articles 16.01 through 16.04 above, the Employer may select an employee in the bargaining unit for training or appoint an employee from outside the bargaining unit or hire

a new employee.

ARTICLE 17 - HOURS OF WORK

- 17.01 It is hereby expressly understood and agreed that the provisions of this Article are for the purpose of computing overtime and shall not be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules.
- 17.02
- a) The normal work week for salaried staff is thirty-five (35) hours per week excluding unpaid meal periods. This shall not constitute a guarantee of hours of work. Salaried staff includes Scheduler, Program Assistants, Intake Workers, Community Outreach Coordinators, full-time Drivers and full-time Personal Support Workers, and Handyperson.
 - b) The normal work week for hourly employees is thirty (30) hours per week or more, excluding unpaid meal periods. This shall not constitute a guarantee of hours of work. Hourly employees include part-time Personal Support Workers, Passenger Assistants, Home Support Workers, and Drivers.
 - c) Should there be split shifts in the Drivers schedule, the time between the split shift shall not exceed three (3) hours. Should the time exceed the three (3) hours the Agency shall pay for all time lost in excess of three (3) hours.
- 17.03 It is recognized that due to the nature of the Employer's operations as a social service agency, overtime work may be required. Any extra shifts, as well as overtime, shall be divided as reasonably possible amongst the employees who are available and qualified to perform the work that is available.
- a) Where work in excess of thirty-five (35) hours per week is required and approved by the Supervisor of the employee, the employee shall be compensated at straight pay, except that all work required in excess of forty-four (44) hours per week shall be paid at the rate of time and one-half (1 ½).
- 17.04 Where service needs permit, employees shall be permitted a fifteen (15) minute paid rest period for every four (4) hours worked.
- 17.05 Employees required to be "on call" by telephone and/or paging device will receive ten dollars (\$10.00) for each twenty-four (24) hour period or less spent on call.
- 17.06 Community Services - Work Schedules. The parties agree that there is a need to provide client services in the daytime, evenings and on weekends. They further agree that the Employer will provide such services in the following manner:
- a) Employees' community work schedules covering a two (2) week period shall be provided to employees via the Mobile App on a rolling basis, but no less than once every two weeks, and more often whenever needed to inform them of schedule changes or additions. The parties agree and understand that the Employer may change work schedules at any time and will provide the employee with as much notice as is reasonably possible to that effect.
 - b) Employees will be assigned to work with their current clients on an ongoing basis:
 - i When a client desires to change the schedule every attempt will be made to reschedule the employee currently serving the client;
 - ii If the current employee is unavailable or cannot be rescheduled without disrupting service to another client, the qualified most senior employee acceptable to the client and available will be assigned to the client.
 - c) When new/additional work is available, after the schedule is posted, the Employer will assign such work to:

- i The qualified most senior employee that is acceptable to the client and available;
 - ii The qualified most junior employee shall be scheduled to work, if necessary;
- d) It is understood that, time being of the essence, when work becomes available only one attempt in person or by telephone will be made to contact an employee.
- e) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of the schedule being issued. Requests for changes must be submitted in writing and co-signed by the employee willing to exchange days in the posted schedule. It is understood that if such changes would result in overtime compensation, they will not be approved. Employees shall not participate in more than one (1) employee-initiated shift exchange per month.
- f) To facilitate the scheduling process and recognize employees' schedule preferences, employees will complete and submit an 'Availability For Work' form. An employee may submit requests for changes to their availability six (6) months after completing their probationary period. Such requests shall be granted subject to the operational needs of the Employer. Should an employee not be granted requested changes, they may again submit requests after six (6) months have passed since the denial of the initial requests. Such requests will not be unreasonably denied.
- g) A copy of hours scheduled for each employee will be forwarded to the Union at the time of issue. The total hours worked will be provided to the Union at the end of each month as part of the dues deduction list.

17.07 Assisted Living Services - Work Schedules The parties agree that there is a need to provide client services in the daytime, evenings and weekends. They further agree that the Employer will provide such services in the following manner:

- a) Schedules will be posted one (1) month in advance on the last day of the month before the current month (e.g. on November 30th for all of January, and on December 31st for all of February, etc.). When the last day of the month falls on a weekend or stat holiday, then the schedule shall be posted the Friday prior to the end of the month.
- b) Employees will be assigned to work:
 - i According to the agreement in their hiring letter; then
 - ii On a seniority basis, first to the Morning shift;
 - iii Employees may request posting to other than Morning shift and will be accommodated where possible on a seniority basis;
 - iv The qualified most junior employee shall be scheduled to work, if necessary.
- c) When new/additional work is available, after the schedule is posted, the Employer will assign such work:
 - i On a seniority basis;
 - ii To the qualified most junior employee shall be scheduled to work, if necessary;
- d) It is understood that, time being of the essence, when work becomes available only one attempt in person or by telephone will be made to contact an employee.
- e) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes must be submitted in writing and co-signed by the employee willing to exchange days in the posted schedule. It is understood that if such changes would result in overtime

compensation, they will not be approved. Employees shall not participate in more than one (1) employee-initiated shift exchange per month.

- f) A copy of the hours scheduled for each employee will be forwarded to the Union at the time of issue. The total hours worked will be provided to the Union at the end of each month as part of the dues deduction list.

17.08 Where a driver's normal work is suspended because of inclement weather, or other reasons beyond the control of the Employer, they may be assigned to any duties that are available for these hours. If no work is found then the driver will suffer no loss.

17.09 Servicing Clients: When work suddenly becomes available and needs immediate coverage or scheduling, management may serve such notification to all eligible employees by an electronic message broadcast. Interested employees have sixty (60) minutes to indicate their willingness to work those hours. From that list, management will offer the work to the most senior candidate (using the rotation system) who is capable of performing the work. Otherwise, the work may be given to an outside agency to perform. Management shall keep copies of those lists for up to two weeks during which time an impacted employee may raise any dispute with their Supervisor. The parties also agree that in the cases where management has less than an hour to fill the shift or is trying to fill a shift that has already begun, no notification is broadcast, and management will commence the calling of available employee by seniority.

17.10 Hourly Shift Allotment/Assignment for PSWs: Shifts will be offered to the hourly employees, subject to any relevant conditions outlined above, on a revolving basis. The filling of available shifts will be done on a seniority basis, continuing each time at a point on the list immediately below the last employee who accepted a shift, and thus using the list as a continuous loop. Should the employer not be able to find an hourly employee to cover the available shift, the employer may assign the shift to the employee with the least seniority.

Should the employer not be able to find an hourly employee to cover the shift, it shall offer the available shift to the salaried staff based on seniority with the same revolving loop. Such salaried employee will be compensated in accordance with the Employment Standards Act and 17.03(a) for such work.

17.11 Personal Support Workers:

- a) Employees in Community and Assisted Living will be considered as one unit with two departments (for administrative purposes);
- b) Employees assigned to work in each department will report to the Supervisor/Management of that department;
- c) Work scheduling will respect the requirements of Funders (CCAC) and continue the desired practice of matching PSW's to the same clients, and recognizing client choices, wherever possible, within the seniority concept;
- d) Work will be assigned in seniority order, with the 'goal' of providing more senior employees a full complement of hours in the 'normal' schedule [i.e. thirty-five (35) or forty (40) hours per week];
- e) In order to accomplish condition d) above, some employees will be scheduled to work in either or both departments;
- f) As the work is assigned, the less senior employees may receive less than their 'normal' complement of hours [i.e. less than thirty-five (35) or forty (40) hours per week];

- g) Junior employees will be assigned work in any department, in any quantum of hours, on any days of the week, and must accept such assignments;
- h) Work schedules will be provided to the Union at the time of issue;
- i) Hours worked will be provided to the Union, along with the dues deduction list on a monthly basis; and
- j) Wherever possible, hours will be structured so that current full-time complement shall be maintained.

ARTICLE 18 - HOLIDAYS

18.01 An employee shall be entitled to the following holidays with pay subject to the other provisions of this Article:

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

One (1) float day, which can only be taken after an employee's probationary period is successfully completed.

18.02 In order to qualify for holiday pay, the employee must:

- a) have worked their full scheduled hours of work on their work day immediately preceding and immediately following the holiday unless excused by the Employer in writing or unless absent due to medical reasons.

18.03 An employee who is required to work on any of the holidays listed in Article 18.01 shall be paid as follows:

- a) Salaried Employee: Provided an employee meets the eligibility requirements set out under Article 18.02 above, an employee who works a Public Holiday shall be paid their regular X hours' pay plus have 1.5X hours added to their 'public holiday lieu time bank'. Any lieu time banked under this clause must be used within eight (8) weeks when of when it is earned, or it will be paid out.
- b) Hourly Employee: Provided an employee who works a Public Holiday shall be paid 1.5x for each hour worked on the Public Holiday, plus Public Holiday pay calculated based on the past practice of using the average number of hours worked over the thirteen (13) weeks preceding the Holiday.

18.04 Where a designated holiday falls during an employee's vacation, the employee shall receive the holiday pay provided for herein, if eligible, and will receive another day off without pay as a designated holiday.

ARTICLE 19 - VACATIONS

19.01 All allotted vacation time must be taken during the vacation year of entitlement. Pay in lieu of vacation is not allowed except where an employee has given up part of his/her scheduled vacation at Management's request. In any event an employee shall take his/her vacation in accordance with the Employment

Standards Act.

Employees may forfeit their vacation time off where it is above the minimum time off requirement in accordance with the ESA for their respective years of service.

19.02 Vacations shall be scheduled by the Employer. Employees entitled to more than two (2) weeks' vacation shall not be entitled to take more than two (2) weeks at any one (1) time without the permission of the Employer. Such permission will not be unreasonably withheld.

19.03 An employee must give a minimum of eight (8) weeks' notice prior to their desired vacation period. Where an employee requests a specific vacation, the Employer shall confirm or deny, in writing, such request within two (2) weeks of receipt of the same. Where, in scheduling vacations in accordance with the foregoing, conflicts arise as to choice of vacation time, length of service is the final determination of a vacation schedule.

19.04 For the purposes of this Agreement, "regular earnings" does not include vacation pay. It is understood that vacation entitlements are based on the fiscal year and that the Float Day is based on the calendar year. Vacation entitlements as described are for full-time workers and specified amounts are pro-rated for those working fewer than regular hours.

19.05 Salaried and Hourly Employees

Salaried and Hourly employees will receive vacation in accordance with the following provisions and subject to 19.04:

- a) An employee having less than one (1) year of continuous service will be entitled to receive a vacation of 0.833 of a day for each full month of service up to a maximum of ten (10) days. Vacation pay will be calculated at four percent (4%) of the employee's regular earnings.
- b) An employee having one (1) year or more of continuous service but less than two (2) years of continuous service will be entitled to receive ten (10) days of vacation to be taken during the second year of their employment. Vacation pay will be calculated at four percent (4%) of the employee's regular earnings.
- c) An employee having two (2) years or more of continuous service but less than ten (10) years of continuous service will be entitled to receive fifteen (15) days of vacation to be taken during each of those years of employment. Vacation pay will be calculated at six percent (6%) of the employee's regular earnings.
- d) An employee having ten (10) years or more of continuous service but less than twenty (20) years of continuous service will be entitled to receive twenty (20) days of vacation to be taken during each of those vacation years. Vacation pay will be calculated at eight percent (8%) of the employee's regular earnings.
- e) An employee having twenty (20) years or more of continuous service will be entitled to receive twenty-five (25) days of vacation to be taken during each vacation year. Vacation pay will be calculated at ten percent (10%) of the employee's regular earnings.
- f) An employee having thirty (30) years or more of continuous service will be entitled to receive thirty (30) days of vacation to be taken during each vacation year. Vacation pay will be calculated at twelve (12%) of the employee's regular earnings.

19.06 Vacation pay will be paid in accordance with the Letter of Understanding titled – Vacation Pay.

19.07 Holiday Season Vacation For the purpose of this article Holiday Season Vacation means vacation taken from December 20th to January 5th and entitlement shall be as follows:

- a) For the following employee groups:
 - i Brampton Assisted Living
 - ii Etobicoke & West Woodbridge Assisted Living*
 - iii Community PSWs and HSWs*
 - iv Transportation including Drivers and Passenger Assistants
 - v Office-based staff

every group can have two (2) employees off during the Holiday Season, with the exception of the two largest groups (marked with an asterisk) which can have three (3) employees off during the Holiday Season;
- b) Such entitlement shall be rotated on a seniority basis commencing with the most senior employee;
- c) The employee shall be entitled to schedule up to two (2) weeks Holiday Season Vacation time;
- d) Once a full rotation has been completed and all employees have had the opportunity to schedule Holiday Season Vacation the rotation will start again with the most senior employee; and
- e) Should an employee choose not to take their Holiday Season Vacation they shall have forfeited their right to do so until the opportunity arises in the next rotation.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 "Leave of absence" shall mean an absence from work requested by an employee in writing and consented to by the Employer in writing where such leave is not covered by any other provision of this Collective Agreement. All requests for leave of absence shall be made to the Supervisor of the Employee in writing by the employee concerned and the letter shall indicate in full the reason for requesting the leave of absence. Any leave granted shall be in writing covering, a specific period of time. The granting or withholding of a leave of absence shall be in the sole discretion of the Employer and shall be without pay or any other form of compensation. The employee shall not work with any other Employer or in any other position during such leave of absence unless agreed to by the Employer in writing.

- 20.02 a) Pregnancy, parental and adoption leave shall be in accordance with the Employment Standards Act of Ontario.
- b) Such leave shall not exceed the period allowed under the Employment Insurance Act.
- c) An employee on a Pregnancy/Parental/Adoption Leave shall provide the Employer with at least four (4) weeks' notice of their intent to return to work.

20.03 Leave to Work Full-Time for the Union

An Employee who applies for a leave of absence to work full-time for the Canadian Union of Public Employees or its Ontario Division shall be granted leave of absence without pay and with continued accumulation of seniority, sick days, pension contributions and any other benefit (excluding Long Term Disability) normally received by an employee for a period of up to two (2) years.

An Employee who is on the abovementioned leave shall continue to receive a defined amount of salary from the Employer and the Union shall reimburse the Employer for such salary, group benefits, pension and any other costs related to the abovementioned.

It is understood that the Employer shall have no liability with regard to Workers Safety and Insurance Board claims or Long Term Disability.

- 20.04 Leave for Union Business At the request of the Union, the Employer may grant time off without pay to no more than three (3) members of the Union at one time. The Union shall make the request for the leave of absence at least ten (10) days prior to the commencement of such leave and will be subject to the approval of the Employer and such approval shall not be unreasonably denied. An Employee who is on the abovementioned leave shall continue to receive payment from the Employer and the Union shall reimburse the Employer for such costs, to cover both wages and benefits.

ARTICLE 21 - NOTICE OF ABSENCE

- 21.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the appropriate Supervisor in accordance with the Letter of Understanding titled Notice of Absence.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01 The Employer and the Union recognize the need for a safe working environment in accordance with the provisions of the Occupational Health and Safety Act of Ontario.
- 22.02 A Health and Safety Committee shall be established that is comprised of an equal number of Union and Employer Representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health and Safety Committee shall hold meetings on a regular basis for the purpose of jointly considering, reviewing and recommending improvements to the Health and Safety practices, inspecting the workplaces and reviewing injury information. Minutes shall be taken at all meetings and copies shall be sent to the Union and Employer members.
- 22.03 The Employer and the Union agree that, the Health and Safety Committee shall develop appropriate policies and procedures to deal with violence in the workplace.
- 22.04 The parties shall recognize a joint re-employment committee for the purpose of reintegrating a disabled employee into the workforce. Representation shall be one (1) person from each party. Such a committee shall meet as required without loss of pay, benefits or seniority. The definition of disability shall be as defined in the Ontario Human Rights Code.
- 22.05 If required by legislation or regulation, Employees are responsible for providing the Employer with an annual police check and/or a driver abstract.

ARTICLE 23 - JURY DUTY

- 23.01 Employees will be granted a leave of absence when required to attend for jury duty.
- 23.02 A regular salaried employee called for jury duty shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury duty fee received, provided the employee furnishes the Employer with a certificate of service signed by the clerk of the court showing the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such jury duty starts or finishes. All employees shall call his/her Supervisor or designate to ascertain whether it is necessary to report for work.
- 23.03 Hourly employees will be granted normal hours of pay for jury duty.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.01 All employees who have completed their probationary period will be granted up to three (3) days time off with pay at their regular rate for bereavement including for the purpose of arranging and attending the funeral, at the time of death of their mother, father, spouse, brother, sister, son or daughter, grandparent.

grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law provided the employee is not receiving pay for such day or days under any other provision of the Agreement and that the pay for such day or days of absence is limited to the day or days actually missed from work as per the employee's scheduled working days. If more than one day is taken for the same bereavement event, such days shall be taken consecutively. The Director of Human Resources or Designate, at his/her sole discretion, may grant additional days off, without pay, when requested.

ARTICLE 25 - PERSONAL EMERGENCY LEAVE (PEL)

25.01 All employees are entitled to Personal Emergency Leave Days or Time in accordance with the requirements of the Employment Standards Act of Ontario, pro-rated for hours worked in the case of hourly employees. [PEL accounts for hourly employees are charged in accordance with the hours they were scheduled to work during the PEL time off.]

25.02 In the calendar year 2019, salaried employees will have eight (8) paid and two (2) unpaid PEL days per year. Hourly employees will have 44 hours paid and 11 hours unpaid PEL time per year.

In the calendar year 2021, salaried employees will have nine (9) paid and one (1) unpaid PEL days. Hourly employees will have 49.5 hours paid and 5.5 hours unpaid PEL time per year.

In the calendar year 2022, salaried employees will have ten (10) paid and zero (0) unpaid PEL days per year. Hourly employees will have 55 hours paid and 0 hours unpaid PEL time per year.

PEL (Personal Emergency Leave) Days or Time may be taken for the employee's own illness, injury or medical emergency or for the illness, injury, medical emergency or death unless already covered by the bereavement provision of this collective agreement, of the following family members: spouse (includes married and unmarried couples of the same or opposite genders), parent, step-parent, foster parent, child, step-child, foster child, grandparent, grandchild or step-grandchild of the employee or the employee's spouse, spouse of the employee's child, brother or sister of the employee, relative who is dependent on the employee for care or assistance. These days can also be used for personal emergencies. Two (2) paid PEL days (or 11 hours for hourly staff) will be available after completion of one (1) week of employment, the remaining eight (8) PEL days (or 44 hours for hourly staff) will be available after completion of the probationary period. These PEL days or time will be replenished on January 1st of each year and there is no rollover of unused days or time. The purpose of these days or time is to broaden the terms under which employees may have time off for emergency leave situations. The PEL days or time is a negotiated benefit under this collective agreement regardless of any legislative changes to the Employment Standards Act, 2000..

25.03 If an employee falls sick during his/her vacation and by their own volition such employee provides management with an official medical note from a licensed medical practitioner as proof of such illness and its duration, PEL days or time may be used for the dates covered by the medical note.

25.04 Payment for Paid PEL days or time shall be based on the number of scheduled hours lost.

25.05 The previous Sick Leave provision will expire on December 31, 2018.

25.06 If an employee falls sick during his/her vacation and by their own volition such employee provides management with an official medical note from a licensed medical practitioner as proof of such illness and its duration, PEL days or time may be used for the dates covered by the medical note.

25.07 Payment for Paid PEL days or time shall be based on the number of scheduled hours lost.

25.08 The previous Sick Leave provision will expire on December 31, 2018.

ARTICLE 26 - EXPENSE REIMBURSEMENT

26.01 The Employer agrees to pay office employees a mileage allowance of fifty two cents (52¢) for the first 5000 kilometers, any kilometers exceeding 5000 kilometers shall be reimbursed at a rate of 43 cents per kilometer, where an employee has been authorized by the Employer to use their own vehicle for Employer business. The kilometreage count resets at the beginning of each fiscal year.

26.02 The Employer agrees to reimburse office employees for reasonable parking expenses that are incurred while the employee is on Employer business, In order to qualify to be reimbursed, employees must submit receipts for all parking charges.

26.03 Personal Support Workers who work eighty (80) hours or more in a month and who are required to utilize public transportation for Employer business will be reimbursed for the full amount of a of a monthly bus pass. Personal Support Workers who work less than eighty (80) hours in a month will receive the public transportation allowance on a pro rata basis. (For example: A Personal Support Worker who worked forty (40) hours in a month would receive one half of the amount of the pass.) The transportation allowance will be added to the paycheck on the end of each month and be indicated on the Statement of Earnings and Deductions as a non-taxable amount, effective at the first of the month, following ratification.

26.04 Personal Support Workers will be paid one half (.5) hours for travel time to service a one (1) hour client visit on weekends when they are only servicing one (1) client per day.

ARTICLE 27 - NOTICE OF CHANGE

27.01 The Employer agrees to give as much notice as possible to the Union prior to any restructuring and to provide the following information:

- a) the nature/reason of the change(s);
- b) the date(s) of the change(s);
- c) the approximate number, type and location of employees likely to be affected by the change(s); and
- d) the effect the change(s) may be expected to have on employees' working conditions and terms of employment.

27.02 Where the Employer amends an existing classification or creates a new classification not excluded by article 2.01, the Employer will meet with the Union Management Committee and advise them of the pay rate that has been established for the new classification. If the Union is not in agreement with the pay rate and cannot resolve the difference with the Employer then the matter shall be treated as a policy grievance under Article 12. Pending resolution of such grievance the employee who has successfully bid for, or has been assigned or hired into the classification in dispute, shall fully perform the work to the standard required by the Employer. Where resolution of the dispute establishes a new rate for the classification the new rate shall be paid retroactive to the date the incumbent first started work in the new classification.

27.03 Labor Adjustment Committee

- a) With respect to the development of any re-structuring plan, which may affect the bargaining unit, the Union will be notified and shall be involved throughout the process.
- b) A Labor Adjustment Committee shall be established for the bargaining unit, which shall meet during the term of this agreement as mutually agreed by the parties. It shall be the function of the Labor

Adjustment Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- i identifying and proposing possible alternatives to any action that the Employer may propose taking;
 - ii identifying and seeking ways to address the retraining needs of employees;
 - iii identifying vacant positions within the Employer for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
- c) **Composition and Meetings** - The Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives from the Union Committee.

It is understood that employee time spent at meetings with the Employer in pursuance of the above, shall be deemed to be work time for which the employee shall be paid by the Employer at their regular rate as may be applicable.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

- d) **Disclosure** - The Employer shall provide the Committee with pertinent staffing information and with a copy of any reorganization plans which impact on the bargaining unit.
- e) **Accountability** - the Committee shall submit its recommendations to the CEO of the Agency. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. (0 Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will be subject to ratification by both parties.

ARTICLE 28 - WAGES

- 28.01 The Company agrees to pay the wages set out in Appendices "A" attached , hereto and forming part of this Agreement. Employees are paid on a bi-weekly basis (26 pays annually).
- 28.02 The Employer will provide hourly rate, worked hours, sick time and statutory holiday information on an employee's pay stub.

ARTICLE 29 - BENEFITS

- 29.01 a) Salaried employees shall not be eligible for benefit coverage until they have successfully completed their probationary period in accordance with 14.02.
- b) Hourly employees shall not be eligible for benefit coverage until they have completed one (1) year of continuous employment.
- 29.02 Notwithstanding anything to the contrary contained in this Agreement, or in the Group Insurance Plan, with regard to the coverage provided, such benefits and plans are qualified in their entirety by reference to the underlying policies or contracts of insurance. The term of any contract of insurance issued in respect thereof by an insurance agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder (subject only to Article 29.01) and in all matters pertaining to the existence and extent of benefits and conditions. The decision of the insurer will be final and binding upon the parties hereto and upon any employee affected thereby. Copies of policies and contracts for insurance referred to herein will be given to the Union.

- 29.03 The Employer's obligation hereunder is to pay on behalf of employees who qualify, one hundred percent (100%) of the premium cost of the existing benefit coverage. The current twenty-five dollar (\$25.00) yearly deductible shall remain in effect but there will be no other co-insurance provisions during the term of this Agreement.
- 29.04 Where supplied by the insurer, a booklet listing existing Group Insurance Plan benefits will be provided to each employee who is qualified for coverage.
- 29.05 Upon request, the Union shall be provided with a current copy of the master policy of all insured benefits.
- 29.06 It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such substitution, the Employer shall notify the Union.
- 29.07 All employees will receive a basic Employee Assistance Plan.
- 29.08 The benefit plan will provide vision coverage to a maximum of three hundred dollars (\$300) per employee and dependent(s) in any twenty-four (24) consecutive months towards the purchase of prescribed contact lenses/eyeglasses or eye exams for employees and their dependent(s) (\$300 per individual).

ARTICLE 30 - PENSION

- 30.01 The Pension provider is the Multi Sector Pension Plan (MSPP), hereinafter referred to as the Plan.
- 30.02 Membership in the Plan is compulsory for all employees who meet the eligibility rules as set out in the Plan.
- 30.03 The Employer will contribute three and one half percent (3.5%) of all Employer paid hours.
- 30.04 Employees will contribute a minimum of one percent (1%) of normal earnings to the Plan and up to a maximum of four percent (4%). The Employer will contribute one-quarter percent (0.25%) for each one percent (1%) contributed by the Employee.
- 30.05 The Employer and the Union agree to adhere by the rules and provisions of the Pension Plan negotiated between the parties. Further details are provided in the attached MofA entitled Pension Plan.
- 30.06 This plan shall be as further described in the Participation Agreement and Memorandum of Agreement attached to this agreement.

ARTICLE 31 - COPIES OF AGREEMENT

- 31.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Union and the Employer shall share equally the cost of the printing of the Collective Agreement within thirty (30) days of signing.

ARTICLE 32 - WAIVER

- 32.01 This Agreement constitutes the entire Collective Agreement between the parties and concludes collective bargaining for its term and can only be amended or supplemented by mutual agreement of both parties.

ARTICLE 33 - DURATION

- 33.01 This Agreement shall become effective as of April 1, 2018 and shall remain in full force and effect until March 31, 2022 and shall continue automatically thereafter for annual periods of one year each, unless either party notifies the other party in writing as provided for in Article 33.02 hereof of its desire to negotiate amendments to this Agreement.
- 33.02 Notice that amendments are required shall only be given during the period of not more than ninety (90) and not less than thirty (30) days prior to March 31, 2022 or during similar annual periods thereafter. If

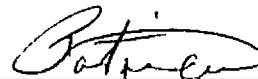
notice of desire to amend this Agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purpose of negotiation.

DATED at Toronto, Ontario this ___th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION

GORD GUNNING
CHIEF EXECUTIVE OFFICER



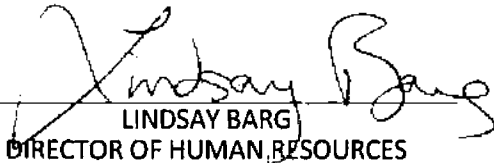
PATRICIA PITT
LOCAL 3808 PRESIDENT



MIKE VALKAMA
CHIEF OPERATING OFFICER



KIMBERLY BLANCHARD
CUPE NATIONAL REPRESENTATIVE



LINDSAY BARG
DIRECTOR OF HUMAN RESOURCES

RAQUEL BIBBY
BARGAINING UNIT REPRESENTATIVE



SUSY BARBOSA
HUMAN RESOURCES CO-ORDINATOR



SKEVOULLA STATHOPOULOS
BARGAINING UNIT REPRESENTATIVE

KEN GODEVENOS
MANAGEMENT NEGOTIATOR

APPENDIX "A" – BARGAINING UNIT EMPLOYEE WAGE GRID

APPENDIX "A" – BARGAINING UNIT EMPLOYEE WAGE GRID												
Position	01-Apr-18			01-Apr-19			01-Apr-20			01-Apr-21		
Increase		1.00%			1.75%			1.00%			1.00%	
	Hire Rate (90% of Job Rate)	3-Mo Rate (95% of Job Rate)	1 Year Job Rate	Hire Rate (90% of Job Rate)	3-Mo Rate (95% of Job Rate)	1 Year Job Rate	Hire Rate (90% of Job Rate)	3-Mo Rate (95% of Job Rate)	1 Year Job Rate	Hire Rate (90% of Job Rate)	3-Mo Rate (95% of Job Rate)	1 Year Job Rate
Driver	\$17.85	\$18.84	\$19.83	\$18.16	\$19.17	\$20.18	\$18.34	\$19.36	\$20.38	\$18.52	\$19.55	\$20.58
Passenger Assistant	\$14.11	\$14.90	\$15.68	\$14.36	\$15.15	\$15.95	\$14.50	\$15.30	\$16.11	\$14.64	\$15.46	\$16.27
Community Outreach Coord.	\$20.06	\$21.18	\$22.29	\$20.41	\$21.55	\$22.68	\$20.62	\$21.76	\$22.91	\$20.83	\$21.98	\$23.14
Handy Person	\$20.39	\$21.53	\$22.66	\$20.75	\$21.91	\$23.06	\$20.96	\$22.13	\$23.29	\$21.17	\$22.34	\$23.52
Program Assistant	\$19.60	\$20.69	\$21.78	\$19.94	\$21.05	\$22.16	\$20.14	\$21.26	\$22.38	\$20.34	\$21.47	\$22.60
Schedulers	\$20.60	\$21.75	\$22.89	\$20.96	\$22.13	\$23.29	\$21.17	\$22.34	\$23.52	\$21.38	\$22.57	\$23.76
Congreg. Dining Coord.	\$18.63	\$19.67	\$20.70	\$18.95	\$20.01	\$21.06	\$19.14	\$20.21	\$21.27	\$19.33	\$20.41	\$21.48
Client Services Intake	\$17.55	\$18.53	\$19.50	\$17.85	\$18.85	\$19.84	\$18.04	\$19.04	\$20.04	\$18.22	\$19.23	\$20.24
Home Support Worker	\$14.11	\$14.90	\$15.68	\$14.36	\$15.15	\$15.95	\$14.50	\$15.30	\$16.11	\$14.64	\$15.46	\$16.27
	Hire Rate		Job Rate	Hire Rate		Job Rate	Hire Rate		Job Rate	Hire Rate		Job Rate
Personal Support Worker	\$16.51	See Note below.*	\$20.32	\$16.80	See Note below.*	\$20.68	\$16.97	See Note below.*	\$20.89	\$17.14	See Note below.*	\$21.10

*This position starts at hire rate, and gets \$0.50 per hour increase on each anniversary from hire until they reach the Job Rate.

APPENDIX "B" - AVAILABILITY for WORK FORM



Last Name: _____ First Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Languages Spoken: _____

Do you drive? Yes / No: _____ Do you have daily access to a car? Yes / No _____

Allergies, accompanied by a Medical Note, should be identified: _____

I am available to work at times set out below,

Monday Hours: _____

Tuesday Hours: _____

Wednesday Hours: _____

Thursday Hours: _____

Friday Hours: _____

Saturday Hours: _____

Sunday Hours: _____

CANES PSW staff is required to work every other weekend or one weekend day each week. Please circle which option you prefer:

Bi-weekly (Saturday and Sunday) Every Saturday Every Sunday

By signing below I hereby agree to adhere to my stated availability and further understand that this does not constitute a guarantee of work by CANES Community Care. I also understand as per Article 17.06(f) of the Collective Agreement, that I may submit requests for changes to my availability six (6) months after completing my probationary period. Such requests shall be granted subject to the operational needs of the Employer. Should I not be granted requested changes, I may again submit requests after six (6) months have passed since the last denial of my earlier requests. Such requests will not be unreasonably denied.

Signature: _____ Date: _____

LOU No. 1 -- LETTER OF AGREEMENT – PERSONAL SUPPORT WORKER

Scheduling of Hours -- Grandparenting List of Employees

B E T W E E N:

CANES COMMUNITY CARE

(The "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808

(The "Union")

1. The parties agree that the following long-term employees who are Assisted Living PSWs and who now work Monday to Friday, and who remain in the same job, will be grandfathered so that they will be able to do so:
 - Eshrani (Sandy) Simmons
 - Patricia Pitt
 - Fabiola Vargas
 - Skevoula Stathopoulos
 - Maria Mucka
 - Onaiwu (Edna) Evbuomwan
2. The parties agree that the current top nineteen (19) seniority employees who are Assisted Living PSWs and want to work full-time hours, and who remain in the same job, will be grandfathered so that they will be able to do so:
 - the six (6) employees identified in (a), plus
 - Angela Jones
 - Margarita Sanchez-Molina
 - Nayan-Tara Tulshiram
 - Felicia Manu
 - Theresa Pouta
 - Carol Ramlal
 - Raquel Bibby
 - Amelia-Caroline Juarez-Dorantes
 - Claudia Cardinez-Webb
 - Doris Agyena-Karikari
 - Stella Adomako
 - Alina Parjaszewska
 - Mary Osei
3. Those moving from the list in item 2 above into the list in item 1 above in order to work Monday to Friday must agree to the location and specified shift of the person in the list in item 1 above that they are replacing, regardless of what seniority that employee had, but shall keep their placement in the seniority list.
4. The parties agree that the overall list is reduced in number as people retire or leave the organization, and is

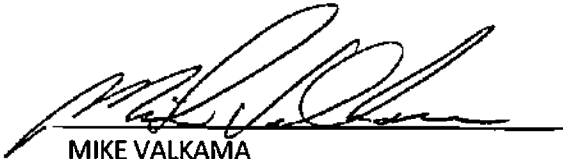
eventually eliminated.

13 September KB
[Handwritten signature]

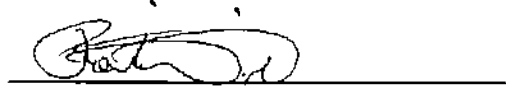
DATED at Toronto, Ontario this ___th day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION



MIKE VALKAMA
CHIEF OPERATING OFFICER



PATRICIA PITT
PRESIDENT: LOCAL 3808

LOU No. 2 -- LETTER OF AGREEMENT – LIEU TIME

B E T W E E N:

CANES COMMUNITY CARE

(The "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808

(The "Union")

The parties agree that Lieu Time will be eliminated as follows:

"All overtime worked will be paid out and there shall be no banking of lieu time hours.

"When it is necessary for a salaried employee to work a Public Holiday (as per article 18.01), he/she shall be paid in accordance with article 18.03 with the provision that lieu time may be arranged to be taken within eight (8) weeks of it being earned. This provision ends on March 31, 2020 after which no lieu time will be provided for.

"The parties further agree that effective immediately, for employees hired after September 19, 2018, there will be no lieu time provided for any reason."

DATED at Toronto, Ontario this 13 ^{September} ~~October~~ day of ~~October~~, 2018. *KB*

FOR THE EMPLOYER

FOR THE UNION



MIKE VALKAMA
CHIEF OPERATING OFFICER



PATRICIA PITT
PRESIDENT: LOCAL 3808

LOU No. 3 -- MEMORANDUM OF AGREEMENT --

Drivers and Evening Client Services Intake Staff

BETWEEN:

CANES COMMUNITY CARE

(The "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3808

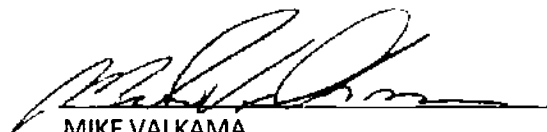
(The "Union")

The parties agree that Drivers and Evening Client Services Intake Staff could be scheduled to work in excess of eight (8) hours a shift as part of their regular weekly hours.

DATED at Toronto, Ontario this ¹³ ~~13~~ ^{September} ~~13~~ ^{KB} ~~13~~ day of October, 2018.

FOR THE EMPLOYER

FOR THE UNION



MIKE VALKAMA
CHIEF OPERATING OFFICER



PATRICIA PITT
PRESIDENT: LOCAL 3808

LOU No. 4 -- MEMORANDUM OF AGREEMENT -- PENSION PLAN

[re-typed from original; with CANES name updated]

MEMORANDUM OF AGREEMENT

between

CANES Community Care

and

Canadian Union of Public Employees and its Local 3808

PENSION PLAN

In this Agreement, the terms used shall have the meanings as described:

“Plan” means a retirement vehicle as determined by the Union.

- i. “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; and
 - iii. vacation pay.
 - ii. All other payments, premiums, allowances and similar payments are excluded.
 - iii. “Eligible Employee” means full time and part-time employees in the bargaining unit who have completed five hundred (500) hours of service.
2. Each Eligible Employee covered by this collective agreement shall contribute, for each pay period, an amount equal to a minimum of one percent (1%) to a maximum of four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute, on behalf of each Eligible Employee for each pay period, an amount equal to three and a half percent (3.5%) and an additional quarter percent (0.25%) for each one percent (1%) contributed by the employee of Applicable Wages to the Plan.
 3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
 4. The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Agreement, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the collective

agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O., 1990, Ch. P-8, as amended, and the Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Clause 5 of the agreement include:

i. To Be Provided Once Only At Plan Commencement

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

ii. To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

iii. To Be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY)

Marital Status

6. In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan.

Dated this 8th day of November, 2004

For the Union: _____ (signature unclear) For the Employer: Gord Gunning and 1 unclear

LOU No. 5 -- LETTER OF UNDERSTANDING – NOTICE OF ABSENCE

B E T W E E N

CANES COMMUNITY CARE (The “Employer”)

- and -

The Canadian Union of Public Employees and Its Local 3808 (The “Union”)

NOTICE OF ABSENCE

The parties agree to the following with respect to the required giving of Notice of Absence by an employee:

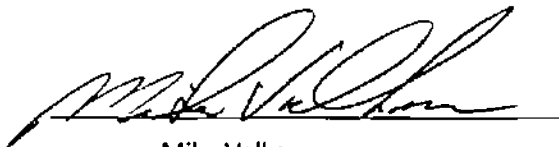
1. In the case of being unable to attend work scheduled to begin prior to 6:59 a.m., the notice of absence call is to be made up to midnight of the previous day.
2. In the case of being unable to attend work scheduled to begin between 7 a.m. and 11:30 a.m., the notice of absence call is to be made between 5 a.m. and 5:30 a.m. of the same day, or up to midnight of the previous day. No calls can be made after 12 midnight of the night before and 5 a.m. of the day of the scheduled work.
3. In the case of being unable to attend work scheduled to begin between 11:31 a.m. and 12 a.m., the notice of absence call is to be made no later than six (6) hours prior to the scheduled start time of work, but not between 12 midnight of the night before and 5 a.m. of the same day. Alternatively, the call may be made up to midnight of the previous day.

Where the employee fails to give the required notice, personal emergency leave (PEL) will be counted for purposes of the ESA, but will not be paid, unless it is the first or second day of personal emergency usage in the calendar year.

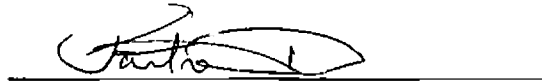
DATED at Toronto, Ontario this ___th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION



Mike Valkama
Chief Operating Officer



Patricia Pitt
President: Local 3808

6 KB
LOU No. 7 -- LETTER OF UNDERSTANDING -- VACATION PAY
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BETWEEN

CANES COMMUNITY CARE (The "Employer")

- and -

The Canadian Union of Public Employees and Its Local 3808 (The "Union")

VACATION PAY

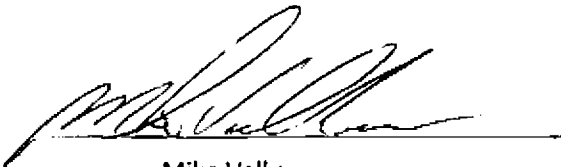
The parties agree to the following with respect to the payout of Vacation Pay Balance in an hourly employee's Vacation Pay Accrual Bank as follows:

Effective April 1, 2019, vacation pay will be paid out twice a year based on the vacation pay balance accrued at that time. The payouts will be made in accordance with the payroll schedule with one payout occurring in early April and the other payout occurring in early October. This will be in addition to actual wages earned when working in those pay periods. Unless vacation time off is scheduled for those two pay periods, no vacation pay will be paid to employees when actual vacation days are taken.

DATED at Toronto, Ontario this ___th day of January, 2019.

FOR THE EMPLOYER

FOR THE UNION



Mike Valkama
Chief Operating Officer



Patricia Pitt
President: Local 3808

Handwritten initials and notes: KB, SB, 00, and other illegible marks.