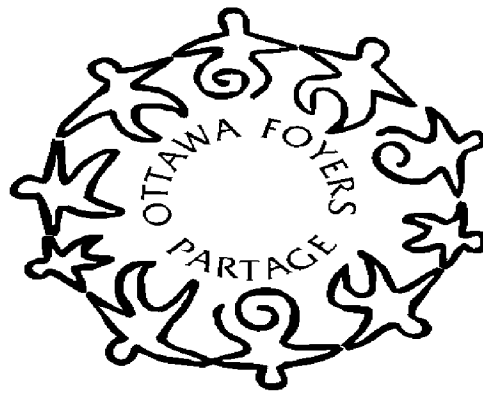


# COLLECTIVE AGREEMENT

-between-

**OTTAWA FOYERS PARTAGE**

**“the Employer”**



-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 4826**

**“CUPE” or “the Union”**



**EXPIRY: MARCH 31, 2022**

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## **ARTICLE 1 – PURPOSE**

**1.01** The general purpose of this Agreement is to recognize the value of collective bargaining in matters pertaining to the working conditions and employment of the employees of the Employer and to establish a method of settling any differences expeditiously, which may arise between the parties. The Union, the employees and the Employer agree to work together to the best of their ability, to ensure that the highest level of quality and level of service is provided to its clients and residents.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

**2.01** The Union acknowledges and agrees that it is the exclusive right of the Employer to maintain and exercise all managerial authority, rights and prerogatives. The foregoing is limited only by specific terms of this Agreement. Without limiting the generality of the foregoing, such functions shall include the right to:

- a) maintain order, discipline, efficiency, and to make, alter and enforce rules and regulations. Such policies, practices and procedures shall be observed and communicated to the employees and the Union at the time of their introduction or amendment;
- b) hire, classify, direct, promote, demote, transfer, layoff, recall, discipline, suspend, discharge, assign work to employees, assign employees to shifts and determine the number of employees required from time to time;
- c) operate and manage in all respects in accordance with the Employer's commitments, obligations, and responsibilities, including: the number and location of the establishments; the nature and kinds of services provided; the number of shifts and quality of standards; the direction of the work force; the schedules of operations including overtime; the techniques and work procedure including job content; the location of work; hours of work; job rating and classification; the kinds and location of equipment to be used; and
- d) Management also retains all other management rights which are not specifically limited by this agreement.

**2.02** The Employer agrees that it will exercise its management rights in a lawful manner that is not contrary to the provisions of this Agreement.

## **ARTICLE 3 – RECOGNITION AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The Employer recognizes The Canadian Union of Public Employees and its Local 4826 as the bargaining agent of all employees employed at Ottawa Foyers Partage in the City of Ottawa, save and except Supervisors, and persons above the rank of Supervisors.

### **3.02 Work of the Bargaining Unit**

Employees and persons (paid or unpaid) whose jobs are not in the bargaining unit, including volunteers and employees of a third party, shall not work in any position which is included in the bargaining unit to such an extent that it directly results in the layoff of a bargaining unit employee, except for the purposes of instruction, experimenting, in emergencies or when regular employees are not available.

The parties recognize that other agencies and individuals in the community provide services in addition to those provided by bargaining unit members to the clients and residents of the Employer. The parties agree that the provision of these services is not a violation of this Collective Agreement.

### **3.03 Monitoring the Use of Volunteers**

On or before January 30<sup>th</sup> of each year, the Employer will report to the Union on the number of volunteers that have been screened through administration in the preceding year.

### **3.04 No Other Agreements**

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or its representatives.

### **3.05 Restrictions on Contracting Out**

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services exclusively performed by the bargaining unit, shall not be contracted, sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee except in cases mutually agreed to between the Union and the Employer.

### **3.06 Definitions**

- a) A full- time employee is an employee who is regularly scheduled to work eighty (80) hours per pay period.
- b) Part-time employees are those employees who are regularly scheduled to work less than full-time hours.
- c) A relief employee refers to an employee who is not regularly scheduled and who is assigned to replace employees on an as required basis.
- d) Temporary employees are those hired from external sources for a specific term to replace an employee who will be on an approved leave of absence, absence due to WSIB disability, sick leave, long term disability, or to perform a special non-recurring task. Such special non-recurring task will last no longer than six (6) months. The period of the term position shall be at the discretion of the Employer, but the period of employment of such persons shall not exceed the absentee's leave by more than one (1) month. The individual employee in this post shall be deemed to be on probation for the entire period of employment, and the release or discharge of such term employees shall not be the subject of a grievance or arbitration.

This clause would not preclude such temporary employees from using the job posting provision under the Collective Agreement. If the temporary employee is the successful applicant to a regular permanent position and completes his probation period following entry into a regular permanent position, the employee will be credited with seniority from the date of hire as a temporary employee provided there has been no break in service longer than 30 days between the end of the employment as a temporary employee and the start of employment as a permanent employee. The Employer will outline to employees selected to fill such vacancies and the Union the circumstances giving rise to the vacancy and the special conditions relating to such employment.

### **3.07 Collective Agreement Continuance**

The parties agree that there will be no strike, slowdown, or work stoppage, nor will there be a lockout so long as the Collective Agreement continues to operate.

## **ARTICLE 4 – NO DISCRIMINATION**

### **4.01**

- a) The Employer and the Union agree to comply with the provisions of the *Ontario Human Rights Code*, as amended from time to time. For purposes of information, the prohibited grounds in the Code are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences for which a pardon has been granted, marital status, family status, gender expression, gender identity or disability.
- b) The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of membership or non-membership or activity or non-activity in the Union.

### **4.02**

The Employer and the Union agree to comply with the “Harassment in the Workplace Policy”, as amended from time to time. Staff members will be advised that they may request union representation at interviews with the employer pertaining to allegations of harassment.

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 Check-Off Payments**

The Employer shall deduct from the pay of every member of the bargaining unit monthly dues, in accordance with the Local’s By-laws as amended by the membership of this Local. Deduction for Union dues made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a notice of changes to the list of names of employees from whom the deductions have been made. In the month of July the Employer will also forward a current list of dues paying employees along with a list of addresses.

### **5.02**

The Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of, or by reasons of deductions made or payments made in accordance with this Article.

## **ARTICLE 6 –NEW EMPLOYEES**

- 6.01** The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and provide a copy of the agreement and to tell the employee his or her wage rate. The Employer will provide the new employee with a documentation package, as provided by the Union. The Employer will notify the Union of all new hires.

## **ARTICLE 7 – CORRESPONDENCE**

- 7.01** Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the President of CUPE Local 4826 or designate, with a Cc: to the Local Secretary. Wherever possible, email correspondence will be used.
- 7.02** Correspondence on discipline or suspension, termination, layoff, recall or responses to grievances, will be forwarded to the President of the Local or designate by email with a c.c. to the CUPE National Representative. Wherever possible, email correspondence will be used.
- 7.03** Correspondence on temporary appointments, hirings and transfers will be forwarded to the President of CUPE Local 4826 or designate with a Cc: to the Local Secretary. Wherever possible, email correspondence will be used.

## **ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE**

### **8.01 Labour Management Committee**

- a) A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.
- b) The parties mutually agree that there are matters of mutual concern and interest, including workload issues, that would be beneficial if discussed at a Labour Management Committee during the term of this Agreement. The parties agree that in all their deliberations they seek to promote cost-effective and efficient operations and to provide the highest level of service to the clients and residents. Employees shall not suffer any loss of regular straight time wages for time spent in meeting of this committee during their scheduled hours.

- c) The Committee shall meet on an ad hoc basis, but no more than once each month at a mutually agreeable time and place. Each side shall provide the other with agenda items and appropriate background material, which they wish to have discussed at this meeting, at least one (1) week in advance of the meeting.
- d) Minutes of each meeting of the Committee shall be prepared by the Employer or the Union, on an alternating basis, as promptly as possible after the close of the meeting. The minutes shall be circulated by email to committee members, checked and signed prior to circulating to all sites.
- e) The work of this Committee shall not supersede or replace the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 9 – LABOUR MANAGEMENT RELATIONS**

**9.01** No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. The Employer will not be required to recognize any officer of the Union until it has been notified by the Union in writing.

### **9.02 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Canadian Union of Public Employees, Local 4826. The Union will advise the Employer of the Union nominees to the Committee.

### **9.03 Function of Bargaining Committee**

All matters of mutual concern pertaining to collective bargaining and the renewal of the Collective Agreement shall be referred to the Bargaining Committee for discussion and settlement.

### **9.04 Meetings of Committee**

In the event either party wishes to call a meeting of the bargaining committee, the meeting shall be held at a time and place fixed by mutual



agreement. However, such meeting must be held within twenty (20) working days after the request has been given or such other date as mutually agreed.

**9.05 Representative of the Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative may have access to the Employer's property with the Employer's advance agreement, in order to investigate and assist in the settlement of a grievance or other Union issues, and may do so in the company of a Representative of the Employer.

**ARTICLE 10 – EMPLOYER POLICIES**

**10.01 Employer Shall Notify Union**

The Employer agrees to provide the Union with a copy of any new or revised policy or procedure which affects employees in the bargaining unit. A copy of the new policy or revised policy will be made available at Labour Management Committee meetings prior to implementation where possible.

**ARTICLE 11 – GRIEVANCE PROCEDURE**

**11.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect one Steward per work location, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting their grievance at any step of the grievance procedure. One steward will be appointed by the Union as Chief Steward. Stewards must have successfully completed their probationary period.

**11.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of the Chief Steward and all other stewards before the Employer shall be required to recognize them.

**11.03 Grievance Committee**

The Employer shall recognize a Grievance Committee consisting of Chief Steward and the steward representing the grievor.

**11.04 Permission to Leave Work**

Stewards are employed to perform work for the Employer and will not leave work without first obtaining the permission of their Supervisor. While recognizing the operational requirements of the organization and health and safety of residents and clients take precedence, such permission shall not be unreasonably withheld.

The Union recognizes and agrees that Stewards are employed by the Employer, and that they must continue to perform their regular duties. As often as possible, all Union activities of Stewards will be carried on outside of working hours, except as specifically authorized by the Employer or designate, and such permission shall not be unreasonably withheld.

**11.05 Definition of Grievance**

For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

**11.06 Grievance Procedure**

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

Complaint Stage:

The employee(s) concerned shall bring their concern to the attention of the Supervisor and shall attempt to settle the complaint with the Supervisor within eight (8) days of the date upon which the employee(s) first became aware, or should have become aware, of the facts giving rise to the grievance. The Supervisor or designate will provide a response to the complaint within eight (8) days of the receipt of the complaint.

Correspondence indicating that a complaint has been raised will be completed by the employee, including the date and the employee's signature, and will be provided to the Supervisor.

Step 1:

Failing satisfactory settlement at the complaint stage, the Union may grieve the decision of a Supervisor in writing to the Executive Director within eight (8) days of receiving notification of the Supervisor's decision. The nature of the grievance, the relevant provisions of the Collective Agreement that are allegedly breached and the remedy sought shall be included in the grievance.

Within eight (8) days, the Executive Director shall, after giving both parties (Union and Supervisor) an opportunity to make their representations at a meeting, render a decision in writing as to the disposition of the grievance and communicate it to the Chief Steward of the Local by email with a copy to the CUPE National Representative, within eight (8) days of the meeting.

**11.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, the Complaint Stage of this Article may be by-passed. If the Union files a policy grievance in a circumstance which directly affects an individual employee, any remedy awarded by an arbitrator shall be limited to a declaration.

**11.08 Group Grievance**

Where two (2) or more employees have a similar complaint or grievance arising out of the same situation, the grievances may be treated by the Union as a group grievance that may be initiated at Step 1.

**11.09 Facilities for Grievances**

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

**11.10 Employer May Initiate Grievances**

Where the Employer alleges that the Union is in violation of any provision of the Agreement, the Employer may file a grievance. The grievance shall be forwarded to the President of Local 4826. The grievance may proceed to Step 1 and the President of the Union and the Executive Director shall meet to make their representations to the other. The Union shall reply to the grievance in writing within seven (7) calendar days of the meeting. Failing a satisfactory resolution, the Employer may refer the dispute to arbitration.

**11.11 Time Limits**

The time limits set out herein are required for both parties and may only be extended by mutual agreement between the Union and the Employer. Failure to grieve within the time limits agreed upon shall mean the complaint or grievance is abandoned and is deemed to be settled.

**ARTICLE 12 – ARBITRATION**

**12.01** Failing a satisfactory settlement being reached in Step 1 of the grievance procedure, the Union may, within thirty (30) calendar days of the decision rendered by the Executive Director or her designate, refer the dispute to arbitration. If no referral is made within this time period, the grievance shall be deemed to be settled.

**12.02 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by priority post addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by priority post indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then confer to select an impartial Chairperson. The parties may by mutual agreement appoint a single arbitrator or either party may invoke single arbitrator procedures as provided by legislation.

**12.03 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour upon the request of either party.

**12.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

Where an arbitrator or arbitration board determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or arbitration board may substitute such other penalty for the discipline or discharge as seems just and reasonable in all the circumstances.

**12.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within thirty (30) calendar days.

**12.06 Expenses of the Board**

Each party shall pay:

- 1) the fees and expenses of the nominee it appoints;
- 2) one-half (1/2) of the fees and expenses of the Chairperson.

**12.07 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses as long as the employee(s) can be scheduled in accordance with operational requirements.

**12.08 Single Arbitrator**

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**12.09** The parties may agree to have the grievance(s) heard by a Mediator. The parties will share their costs for this process as at arbitration.

## **ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **13.01 Discipline, Suspension, Discharge Procedure**

The authority to suspend, discharge or otherwise discipline an employee rests with management. An employee who has successfully completed the probationary period may be disciplined, suspended or discharged, but only for just cause. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview. Such employee and the Union shall be advised in writing by the Employer within five (5) working days of the last investigation meeting, of the reason for such discipline, suspension or disciplinary discharge. The parties understand that the purpose for the attendance of the steward at the disciplinary meeting is to advise and support the employee. The Union will make every effort to make themselves available in a timely manner.

### **13.02 Clearing the File**

Any discipline imposed against an employee shall be removed from an employee's personnel file eighteen (18) months following its imposition provided the employee has been discipline free during that period.

### **13.03 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended without pay shall be entitled to a hearing under Article 11, Grievance Procedure. Grievances regarding suspension without pay and discharge will start at Step 1 of the grievance procedure.

### **13.04 Personnel Records**

- a) Employee files are confidential and are kept in the Executive Director's office or the administrative offices.
- b) Employees may examine their personnel records upon the provision of reasonable notice in the presence of an Employer representative and not more frequently than every calendar year or at the time that the individual has filed a grievance to a maximum of twice per year. Employees have a right to respond in writing to any disciplinary documents in the employee's personnel records.

## **ARTICLE 14 – SENIORITY**

### **14.01 Seniority Defined**

- a) For full-time employees (those regularly scheduled to work forty (40) hours per week), seniority is defined as length of continuous service with the Employer from last date of hire.

For all other members of the bargaining unit, seniority shall be calculated on the basis of hours worked, with two thousand and eighty (2080) hours worked representing one (1) year of service. In no case may a part-time employee accumulate more than one (1) year of service in any one (1) calendar year.

- b) An employee whose status has changed from full-time to part-time shall receive full credit for his seniority and service on the basis of one (1) year equals two thousand and eighty (2080) hours of seniority and service, prorated for partial years.

An employee whose status is changed from part-time to full-time shall receive credit for seniority and service on the basis of one (1) year for each two thousand and eighty (2080) hours worked, with proration for partial years.

### **14.02 Seniority List**

The Employer shall maintain a seniority list showing date of hire and accumulated hours paid. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards four (4) times a year (January, April, July and October). Within one (1) month of the date that the seniority list is posted, any employee who believes that the seniority list is incorrect must inform the Employer in writing of the error. If no challenges are identified in writing within the one month period, then the seniority list will be deemed to be correct.

### **14.03 Role of Seniority in Promotions**

- a) In decisions concerning promotions, the Employer shall consider the following factors:
- i) Skill, ability, experience, qualifications
  - ii) Seniority

The Employer shall consider factors in (i) first. If, in the opinion of the Employer, the applicants are relatively equal with respect to the factors in (i), then factor (ii) shall be the determining factor.

- b) Notification of a position vacancy will contain the job title, current location, salary range, anticipated start date, bargaining unit status (full-time/part-time/relief), qualifications and responsibilities as indicated in the job description, and the closing date of the posting.
- c) A job description that is current and approved by the Employer will be made available for the Union and the employees.

**14.04** An employee shall lose seniority and shall be terminated for just cause in the event that the employee:

- 1) is discharged for just cause and is not reinstated;
- 2) retires or resigns;
- 3) is absent from work in excess of three (3) working days without notifying the Employer or providing a reason for absence satisfactory to the Employer;
- 4) fails to return to work within seven (7) calendar days after being notified by priority post of a recall, unless the employee provides a reason satisfactory to the Employer. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;
- 5) is laid off for a period longer than eighteen (18) months;
- 6) is a relief employee who is offered work and fails to accept a minimum of one (1) shift per month, except in the case of an approved absence, including but not limited to sick leave, approved personal leave, long term disability, pregnancy/parental leave, layoff or WSIB leave. The parties understand and agree that recertification courses do not constitute "work" for the purposes of this Article.

**14.05 Transfers and Seniority Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does take a temporary position outside the bargaining unit, he loses all seniority that he previously held, and he will not be allowed to accrue seniority or be required to pay dues while outside the bargaining unit.



The employee shall have the right to return to the bargaining unit within twelve (12) months of the date that he left the bargaining unit to take the temporary vacancy and may return to the position he held immediately prior to leaving the bargaining unit. Upon his return to the bargaining unit, his seniority which he previously held shall be re-instated to the level that existed at the time he left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties.

#### **14.06 Effect of Absence**

Seniority shall not be accumulated for any period of unpaid absence in excess of thirty (30) calendar days, except for pregnancy, parental and adoption leave, WSIB and Union leave. Seniority for an employee who is absent on Union leave shall accumulate for a maximum of one (1) year, at which time it will be frozen.

### **ARTICLE 15 – PROMOTIONS AND STAFF CHANGES**

#### **15.01 Job Postings**

- a) For each permanent bargaining unit vacancy which the Employer intends to fill, or when a new permanent bargaining unit position is created for a duration of greater than ninety (90) days, the Employer shall post a notice of the vacancy at each location for seven (7) calendar days. Interested employees must apply, in writing for the position by the closing date included in the notice. A copy of the posting will be provided to the Local Secretary by email. The name of the successful candidate to any job posting will be posted on ShareVision.
- b) Temporary vacancies that the Employer intends to fill which are expected to last less than ninety (90) days shall be offered in that residence or location, in order of seniority to employees who have the necessary qualifications provided that acceptance of the position will not result in a conflict with their current work schedule.
- c) Temporary vacancies that the Employer intends to fill which are expected to last longer than ninety (90) days shall be posted. At the end of the temporary vacancy an employee who filled the temporary vacancy shall be returned to the position she held prior to filling the temporary vacancy.
- d) Second and subsequent temporary vacancies that are expected to last more than ninety (90) days caused by the filling of the first temporary vacancy shall be posted.

- e) A full-time, part-time or relief employee while filling a temporary vacancy, shall not be eligible for any other temporary vacancy for a period of three (3) months from the commencement of the temporary vacancy, unless the new temporary position applied for would constitute an increase in scheduled hours for the employee. The Employer may fill the resulting remainder of the initial temporary assignment at its discretion.

#### **15.02 Information on Postings**

Such notice shall contain the following information: nature of position, status (full-time/part-time/relief), qualifications, initial location of work, wage or salary rate or range, and current assigned hours. Qualifications shall not be established in an arbitrary or discriminatory manner. Postings shall include posting date and closing date.

#### **15.03 Outside Advertising**

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions who meet the required qualifications for the job will be given first opportunity to be considered for the job, before it is offered to outside applicants.

#### **15.04 Trial Period for Employees Transferred**

The successful applicant shall be placed on a trial period for period of thirty (30) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employer or employee considers the employee to be unable to perform the duties of the position, the employee shall be returned to her former position without loss of seniority, and at the wage or salary rate of her former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position without loss of seniority and at the wage or salary rate of her former position.

#### **15.05 Probation for Newly Hired Employees**

A new employee will be considered to be on probation for a period of six (6) calendar months of active work from the date of hire. The probationary period may be extended by the mutual agreement of the Employer and the Union.

A personnel evaluation will be performed prior to the end of the probationary period. New employees will be given the opportunity to demonstrate their knowledge, ability and skills to the satisfaction of the

Supervisor prior to the end of the probationary period. Upon completion of the probationary period all employees shall be credited with seniority. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, unless the release or discharge was made on the basis of discrimination based on Article 4.01 of this Collective Agreement.

**15.06 Qualifications**

Should job qualifications or core competencies change, bargaining unit members will be deemed qualified in their current position.

**15.07 Orientation**

Employees shall be paid at the applicable straight-time hourly rate of pay while participating in orientation, which will be considered separate and apart from all other hours worked during that pay period.

**ARTICLE 16 – LAYOFFS AND RECALLS**

**16.01**

- a) For full-time employees, layoff shall mean any reduction in hours of a position or the elimination of a position.
- b) For part-time employees, layoff shall mean a unilateral Employer reduction of scheduled hours by more than twenty-five percent (25%) for a period of greater than four (4) weeks or the elimination of a position.
- c) In the event of a proposed layoff, temporary employees shall be terminated first.

**16.02**

In the event of a proposed layoff that will exceed three (3) months, the Employer shall:

- a) Provide the Union with no less than eight (8) week's written notice of the proposed layoff or elimination of a position. Copies of the notice to the Union shall be posted at each site; and
- b) Schedule a special meeting of a Labour Management Committee within one (1) week of such notice to discuss alternatives to the proposed layoff.

Any agreement between the Employer and the Union resulting from such special meeting shall take precedence over the terms of layoff in this Article; and

- c) Provide to the affected employee, if any, with no less than eight (8) weeks' written notice of layoff or in accordance with the Employment Standards Act. This notice will be delivered by hand or by priority post. Such notice shall include an advisement of the employee's options as per this Article; and
- d) The notice referred to in (c) shall be provided to the President of CUPE Local 4826 with a Cc: to the Local Secretary. Such notice shall be deemed to be notice to all employees who may be displaced through the bumping process.

**16.03** An employee in receipt of notice of layoff shall have the following options:

- a) accept the layoff and be placed on the recall list; or
- b) exercise the right to bump another employee providing the employee exercising the right to bump has greater seniority and has the qualifications to perform the work; or
- c) resign.

**16.04** Employees wishing to exercise the option to bump must, within five (5) calendar days of receipt of the layoff notice by hand or by priority post, advise the Employer of their preference in writing.

**16.05** The right to bump shall not include the right to "bump up" from a part-time to a full-time position or into a position with a higher job rate.

**16.06**

- a) An employee who is laid off shall be placed on the recall list, for a period of eighteen (18) months from the date of layoff.
- b) An employee on the recall list shall be entitled to apply for all postings in the normal fashion.
- c) An employee on the recall list shall be recalled for a job in order of seniority provided that they are qualified for the job for which they are recalled.

- d) An employee on the recall list shall be eligible to be called for any short notice shifts for which they are qualified. Neither the acceptance, nor the declining of one or more short notice shifts shall affect an Employee's recall rights.
- e) An employee on the recall list shall be notified of all temporary vacancies not included in paragraph (b) above, and shall be eligible to apply for any temporary position for which s/he is qualified. Neither the acceptance, nor the declining of a temporary or term position shall affect an employee's recall rights. An employee with recall rights who is appointed to a temporary position shall have the right, at any time, to apply for a permanent vacancy.
- f) An employee on the recall list who is successful in applying to a permanent vacancy shall have her/his name removed from the recall list.

**16.07 Recruitment During Layoff**

No new employees will be hired until those employees on the recall list who have the immediate ability and qualifications to perform the duties of the position have been given an opportunity for recall.

**16.08 Grievance on Layoffs**

Grievances concerning layoffs shall be initiated at Step 1 of the Grievance Procedure.

**16.09 Continuation of Benefits**

For the first thirty (30) days following the layoff, the Employer shall continue to pay its share of such insured benefit premiums on behalf of any employee who has provided payment for their regular share of benefit premiums.

**ARTICLE 17 – HOURS OF WORK**

**17.01 Hours of Work**

The normal working day shall not exceed twelve (12) hours in any 24 hour period.

Bi-weekly schedules shall average 80 hours per 14 day pay period for full time employees.

Notwithstanding, nothing in this Collective Agreement shall be construed as guaranteeing minimum or maximum hours of work.

**17.02** A telephone list in the form agreed upon will be provided for the use of employees for the purpose of offering shifts made available in each home or work location due to an unanticipated absence. Employees who do not wish to be called for an additional shift must provide this request in writing.

Shifts of three (3) hours or less may be offered to the employee that is on site without using the telephone list.

**17.03** The entire period of an employee's shift of eight (8) hours or less is considered paid time. Employees are expected to work for the entire shift and may take breaks for meals or rest periods as appropriate in accordance with the operational requirements of the Employer and the client and resident needs. Where operational requirements permit, employees will be permitted thirty (30) minutes of rest time on every shift of five (5) hours or more.

**17.04** The Employer shall endeavour to schedule two (2) consecutive days off.

**17.05** **Changes to Hours of Work**

Where normal hours of work at a work site must be changed to provide improved service to clients and residents, or to the public, or to improve the efficiency of operation, the Employer shall introduce such changes after meeting and discussing the changes with the Union. The schedule would be then changed after giving four (4) weeks written notice to the Union.

**17.06** **Work Schedule and Employee Assignment**

Work schedules shall be posted electronically two (2) weeks in advance. Schedules and employee assignment may be changed where operationally required to meet resident and client needs.

Staff meetings shall be scheduled 3 months in advance. All staff with rotations of 24 hours or more are required to attend staff meetings. The mandatory requirement to attend staff meetings does not apply to overnight shift workers.

**17.07** Where an employee is requested to change location, the Employer shall provide twenty-four (24) hours notice of the change wherever possible.

Short notice re-assignment will take the following into consideration: specialized training requirements, operation needs, seniority and knowledge of the locations.

**17.08 No Pyramiding**

There shall be no pyramiding of premium pay, overtime pay, sick leave pay, vacation pay and holiday pay, that is, an employee shall not receive more than one compensation for the same service.

**17.09 Conversion to Full-time Work**

Local representatives from both the Employer and the Union shall discuss the use of full-time and part-time positions within the Agency, at the Labour Management Committee. The parties shall discuss the issues surrounding the conversion of part-time positions to full-time positions. The Employer shall make available a current staff list that identifies employee status and any other relevant information requested by the Union in order for the parties to have an informed discussion.

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

**17.10 Scheduling of Relief Employees**

Relief employees are required to work a minimum of one (1) shift per month.

**17.11 OFP Employees Working Passport Shifts**

OFP employees who perform passport shifts shall be paid at their regular rate of pay for all hours worked on the passport shift.

The issue of OFP employees working passport shifts shall become a standing item on the Labour Management Meeting agenda.

**ARTICLE 18 – OVERTIME**

**18.01 General Provisions**

- a) Overtime hours shall be defined as hours worked beyond eighty-eight (88) bi-weekly hours.

- b) Employees are expected to act in the best interests of residents and clients and may be required to work overtime as a result. All overtime work must be pre-authorized by a Supervisor.
- c) Notwithstanding the above, when the Employer schedules staff meetings that extend beyond the normal hours of work, employees shall be paid their regular hourly rate for attending such meetings.
- d) Upon receipt of a request to work overtime, employees are obliged to advise the Supervisor where they will exceed the threshold of eighty-eight hours in the pay period with the addition of the overtime shift.
- e) No employee who has been pre- authorized to work under the above conditions shall be required to take time off regularly scheduled hours in the same pay period that the overtime is worked.
- f) No employee shall be scheduled to work in any home or at Computer Wise for less than three (3) hours in a shift.

**18.02 Compensation**

- a) Employees who work hours beyond their regularly scheduled hours shall be paid for hours worked at the regular straight time hourly rate for all hours worked up to an average of 88 hours in any two week period.
- b) At the employee's option, hours worked in excess of eighty-eight (88) hours per pay period shall be paid at one and one-half (1 ½) times the employee's regular straight-time hourly rate of pay or the employee shall have the option of equivalent time off in lieu of payment at the rate of one and one-half (1 ½) hour time for every hour worked in excess of eighty-eight (88) hours per pay period. When the employee chooses the time off in lieu option, the time off shall be scheduled by mutual agreement between the employee and the employee's supervisor. If the parties cannot agree on scheduling of the time within six (6) months the employee will be paid out. Maximum banked hours will be forty (40) overtime\_hours.

- 18.03** An employee who has left the Employer's premises and is required to return to work on the same day outside the employee's regular working hours shall be paid a minimum of three (3) hours at straight time.



## **ARTICLE 19 – PAID HOLIDAYS**

**19.01** The Employer recognizes the following as paid holidays:

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

To be eligible for holiday pay, an employee must:

- Work the full scheduled shift the day before and the full scheduled shift the day after the paid holiday; unless the employee provides a reason satisfactory to the Employer;
- Work the holiday, if scheduled to do so, unless the employee provides a reason satisfactory to the Employer;
- Not be eligible to receive WSIB payments or payment for a sick day;
- Have worked at least one (1) day in the twenty (20) days prior to the paid holiday.

### **19.02 Pay for Work on Scheduled Paid Holiday**

a) Where an employee works on a Public Holiday, and is eligible in accordance with Article 19.01, the employee shall be compensated at one and one-half times their regular rate of pay for all hours worked on the Public Holiday.

#### **b) Full-time Employees**

Holiday Pay, or time in lieu, for full-time employees shall be eight (8) hours pay at the employee's regular straight time rate of pay

#### **c) Part-time and Relief Employees**

Holiday Pay for part-time employees and relief employees shall be based on the wages earned in the four (4) weeks' immediately preceding the holiday, divided by twenty (20), or in compliance with the Employment Standards Act, as amended.

d) Time in Lieu

The employee shall be given time off in lieu of payment for Paid Holidays. The time off shall be scheduled by mutual agreement between the employee and the Employer's supervisor with the understanding that banked time shall be used within ninety (90) days of the Paid Holiday or the time will be paid out on the following pay.

e) Compensation for Paid Holidays Falling on Scheduled Days Off

When any of the Paid Holidays fall on the employee's scheduled day off, qualified employees will be scheduled to receive another day off with pay at a time mutually agreed upon by the employee and the Employer.

**19.03 Religious Holidays**

The parties agree that during the term of this Collective Agreement, employees wishing to observe a recognized religious holiday other than the paid holidays for religious observance listed under Article 19.01, may on application to the Executive Director, change their schedule to allow for its observance. Arrangements must be agreed upon between the Employer and the employee, with notification to the Union Local, and shall not result in additional costs to the Employer.

**19.04 Float Day**

Full-time, part-time and casual employees who have completed 15 years of service at OFP shall become entitled to receive one (1) additional paid float day (8 hours), per fiscal year. Float day entitlement and scheduling shall commence for qualified employees after April 1, 2022. Float Days must be used within the fiscal year (commencing April 1, 2022) and cannot be carried over into the next fiscal year.

The float day must be requested and approved in accordance with the regular process for requesting a day off.

## **ARTICLE 20 – PAID VACATION**

### **20.00 Vacation Scheduling**

- a) The Employer will circulate a notice inviting employees to submit vacation requests by February 15<sup>th</sup> of each year, to be responded to by the employee by March 1<sup>st</sup> for the vacation period of May 1<sup>st</sup> to October 31<sup>st</sup>. All vacation requests will be considered on the basis of operational requirements. The Employer shall respond no later than March 31<sup>st</sup>.

Vacation requests submitted after March 1<sup>st</sup> for the vacation period of May 1<sup>st</sup> to October 31<sup>st</sup> shall be approved on a first come first serve basis, as operationally feasible. Priority will be given to staff requesting a full week of vacation.

Employees are permitted to apply for up to two (2) consecutive weeks vacation in the summer prime time. Thereafter, additional weeks or prime time summer vacation (July 1<sup>st</sup> to August 31<sup>st</sup>) will be permitted, as operationally feasible.

A second notice to submit vacation requests will be circulated no later than August 15<sup>th</sup> of each year, to be responded to by employees by September 1<sup>st</sup> for the vacation period of November 1<sup>st</sup> to April 30<sup>th</sup>. All vacation requests will be considered on the basis of operational requirements. The Employer shall respond no later than October 1<sup>st</sup>.

Vacation requests submitted after September 1<sup>st</sup> for the vacation period of November 1<sup>st</sup> to April 30<sup>th</sup> shall be approved on a first come first serve basis, as operationally feasible. Priority will be given to staff requesting a full week of vacation.

- b) Any conflicts in preferred vacation shall be resolved based on seniority, provided the requests have been submitted within the indicated timeframes
- c) Reasonable effort will be made by the Employer to accommodate employee vacation requests in accordance with the foregoing.

**20.01** A full-time employee shall receive annual paid vacation:

<b>Completed Service</b>	<b>Length of Vacation</b>
Less than one (1) year of service	3.2 hours for every 80 regularly paid hours, based on 4% of wages, excluding vacation pay; not to exceed two (2) weeks or 80 hours per year
More than one (1) year and less than five (5) years of service	4.8 hours for every 80 regularly paid hours, based on 6% of wages, not to exceed three (3) weeks or 120 hours per year
More than five (5) years and less than fifteen (15) years of service	6.4 hours for every 80 regularly paid hours, based on 8% of wages, not to exceed four (4) weeks or 160 hours per year.
More than fifteen (15) years of service	8 hours for every 80 regularly paid hours, based on 10% of wages, not to exceed five (5) weeks or 200 hours per year.

**20.02** Vacation pay shall be provided to all part-time and relief employees in accordance with credited service as follows:

<b>Length of Service</b>	<b>Amount of Vacation Pay</b>
From 0 to 2080 regularly paid hours	4% of straight time wages
More than 2080 and less than 10,400 regularly paid hours	6% of straight time wages
More than 10,400 and less than 31,200 regularly paid hours	8% of straight time wages
More than 31,200 regularly paid hours	10% of straight time wages

**20.03 Part-Time Vacation Scheduling**

Part-time employees must take at least two (2) calendar weeks of vacation per year in blocks of not less than one (1) week, in accordance with this Article.

**20.04 Full-Time Vacation Scheduling**

Employees shall take vacation in the year following the year in which it is earned, at a time consistent with operational requirements and with the approval of their immediate supervisor. There will be a maximum carry-over of five (5) days vacation time from year to year.

**20.05** Only vacation time earned in the preceding year may be taken. An employee earns but is not entitled to receive vacation leave during the probationary period.

**20.06** Time spent on pregnancy or parental leave, WSIB leave or Union leave, excepting 22.03(d), will be included when calculating vacation leave. Other periods of unpaid leave will not be included when making this calculation.

**20.07** Vacation days earned but unused will be paid to the employee upon termination of employment.

**20.08 Unbroken Vacation Period**

An employee shall be entitled to receive her/his vacation in unbroken periods of not more than two (2) weeks, unless otherwise mutually agreed upon between the employee and the Employer.

**20.09 Vacation Interruption**

- a) Where an employee's scheduled vacation is interrupted due to a serious illness or injury which requires hospitalization and commenced before and continues into the scheduled vacation period, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the hospitalization.
- b) Where a vacationing employee becomes seriously ill or seriously injured, requiring him or her to be an in-patient in a hospital, the period of such illness or injury shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.
- c) Where an employee qualifies for bereavement leave during the employee's period of vacation, deduction shall be made from such bereavement leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall be considered bereavement leave. Satisfactory proof of bereavement will be required.

**20.10 Vacation Pay on Termination**

In the event of termination, employees shall be entitled to receive vacation pay in accordance with the provisions of the Ontario *Employment Standards Act* as amended from time to time.

**20.11 Cancellation of Approved Vacation Time**

In the event that an Employee wishes to cancel all or part of an approved and scheduled vacation, they must provide 14 calendar days notice to the Employer prior to the first day of their vacation. In the event that the Employee does not provide 14 days calendar notice, they will not be rescheduled for any shifts which they would otherwise have worked.

**ARTICLE 21 - SICK LEAVE PROVISIONS**

**21.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work by reason of illness or injury.

**21.02** A full-time employee who is required to work a minimum of forty (40) regularly scheduled hours per week accumulates sick leave at a rate of one and one quarter (1.25) days per month prorated on a forty (40) hour work week and cumulative to a lifetime maximum of twenty (20) days. The lifetime maximum of twenty (20) days leave can be carried from year to year.

**21.03** Part-time and relief employees are not entitled to paid sick leave.

**21.04 Proof of Illness**

An employee who has to use sick leave is required to contact the supervisor or the on-call supervisor as early as possible. Staff are required to call at least:

- a) six (6) hours before the commencement of the scheduled afternoon or evening shift; or
- b) one (1) hour prior to the commencement of a morning shift.

A satisfactory current doctor's certificate may be required for any absence due to illness or injury in excess of three (3) consecutive working days, or as required at the discretion of the Executive Director or his/her delegate,

certifying that the employee has an illness or injury which prevents her from performing the essential duties of the job, that the employee is following the treatment plan recommended and the expected return to work date.

When the Employer is not satisfied with the information provided or if there appears to be a trend in an employee's use of occasional sick leave benefits and the employee's supervisor has met with the employee to discuss the situation, (which discussion shall not be considered as disciplinary), the Employer may require the employee to submit to an independent medical examination paid for by the Employer. The Employer will be responsible for identifying and obtaining the services of a medical practitioner to conduct the independent medical examination.

#### **21.05 Sick Leave During Leave of Absence**

When an employee is given a leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, or layoff, the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, exist at the time of such leave or layoff.

#### **21.06 Medical Certificate**

- a) Prior to the commencement of employment, all employees involved with the direct care of residents shall undergo a pre-employment medical examination which includes screening for Hepatitis B and antibodies as a condition of employment, to reveal any physical condition or disease that may be injurious to the health of the team member or to the health of those with whom they would be coming in contact.
- b) All employees shall, in each calendar year, provide the Employer with an attestation form signed by the employee declaring that they are free from any communicable or contagious diseases and that they are physically fit to carry out their duties.
- c) Expenses incurred by the employee for medical certification required by the Employer shall be reimbursed.
- d) The employee is not permitted to work unless the attestation described in Article 21.06 b) is provided to the Employer.
- e) Vaccination shall be offered to employees who have been screened for Hepatitis B and found to be susceptible. Any person who declines the vaccination shall sign a release of liability.

**21.07** Compensation for a workplace injury or occupational disease occurring in the course of employment is governed by the Workplace Safety & Insurance Act.

**21.08 Family Medical Leave/Family Caregiver Leave**

Employees are entitled to take Family Medical Leave and Family Caregiver Leave in accordance with the provisions of the Ontario *Employment Standards Act* as amended from time to time.

In case of illness of an immediate member of the family, the employee shall be entitled after notifying her supervisor, to use a maximum of three (3) accumulated sick leave days per fiscal year for this purpose.

**ARTICLE 22 – LEAVE OF ABSENCE**

**22.01 Negotiating Committee Pay**

The Employer agrees to compensate the Union representatives to a combined maximum of six (6) days for the purpose of negotiations with the Employer for a renewal Collective Agreement.

**22.02 Grievance and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of regular straight time wages when required to leave their workplace temporarily to meet with the Employer in connection with a grievance during the grievance procedure.

**22.03 Leave of Absence for Union Functions**

- a) Leave of Absence without pay and without loss of seniority may be granted to employees, upon four weeks (4) advanced request to the Employer, to attend conventions of CUPE, including its affiliated or chartered bodies. Advanced permission from the Employer is required. Such permission shall not be unreasonably denied. Only two (2) leaves of absence at a time will generally be approved.
  
- b) Leave of absence without pay and without loss of seniority may be granted to employees upon two (2) weeks advanced request to the Employer, to attend training, executive and committee meetings of CUPE, its affiliates and chartered bodies. Such leave may be granted to a maximum of forty-five (45) person days per year. Advanced permission from the Employer is required. Such permission shall not be unreasonably



denied. Only two leaves of absence at a time will generally be approved, provided the leaves requested are not from employees at the same work location.

- c) For administrative purposes, the Employer shall continue to pay the employee's salary and benefits and the Union shall then compensate the Employer within thirty (30) days for the salary and benefits paid during the period of leave.
- d) Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to full-time public office, shall be granted leave of absence by the Employer for a period of one year without pay, but without loss of seniority. This leave may be extended by mutual agreement of the parties.

#### **22.04 Bereavement Leave**

- a) An employee shall be granted a leave of absence up to five (5) consecutive calendar days without loss of salary or wages in the case of the death of a spouse, common-law spouse, same sex partner, parents, step-parents, child or step-child.
- b) An employee shall be granted paid bereavement leave for three (3) previously scheduled days in the event of a death in the immediate family. Leave may only be taken in conjunction with the day of the funeral or other equivalent service. The immediate family includes siblings, parents-in-law, grandparents, and grandchildren.
- c) Where circumstances warrant, the Executive Director may grant an additional period of paid or unpaid bereavement leave.
- d) Reasonable evidence of the need for bereavement leave may be requested at the discretion of the Executive Director.

#### **22.05 Pregnancy/Parental Leave**

- a) Pregnancy and parental leave shall be granted in accordance with the Ontario *Employment Standards Act*, as amended from time to time.

For informational purposes only, employees may consult the Ministry of Labour Employment Standards Branch at 1-800-531-5551 or the Ministry of Labour website at [www.labour.gov.on.ca](http://www.labour.gov.on.ca).

- b) Any period of time an employee is absent on pregnancy and/or parental leave shall not count towards the completion of any probationary period or trial period.

## **22.06 Time Off for Elections**

An employee who is eligible to vote in a federal, provincial or municipal election, shall on election day, if the employee's regular work day does not allow for three (3) consecutive hours free during the period of time the polls are open, be granted such time off with pay as is necessary to provide those three (3) consecutive hours.

## **22.07 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court in which the Crown is party. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals or other expenses. Such payment shall be capped for a period of two (2) weeks. The employee will present proof of service and the amount of pay received.

## **22.08 Training Leave**

When the Employer sends an employee to take a scheduled mandatory training course, which may include First Aid, CPR, or Crisis Prevention and Intervention, the Employer shall pay for the cost of the course. All time spent in attendance at the course shall be considered as time worked and paid at the employee's regular straight time hourly rate. Where the Employer provides a scheduled mandatory training course, and the employee fails to attend, without the provision of a reason acceptable to the Employer, the employee will assume costs related to the necessary certifications.

Where the employee provides a reason acceptable to the Employer, hours spent in acquiring certification outside the Employer's scheduled mandatory training course, will be compensated upon the provision of sufficient evidence of hours spent in the training to a maximum of the hours that would have been spent in the Employer's scheduled mandatory training course. The employee will only be compensated for such hours if the employee confirms that s/he has not received reimbursement from another Employer for the same course.

## **22.09 Routine Medical or Dental Appointments**

- a) Employees shall schedule medical or dental appointments outside regular working hours whenever possible.

- b) Employees may not use sick leave for non-urgent medical or dental appointments.

**22.10 Leave of Absence without Pay**

Written request for a personal leave of absence without pay or loss of seniority will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's supervisor at least four (4) weeks in advance. A reply will be provided within fourteen (14) days. Such leave shall not be unreasonably denied.

**ARTICLE 23 – PAY SCHEDULE**

**23.01** The Employer shall pay salaries and wages every second Friday up to the amount payable as of the preceding Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemized statement of the employee's wages, overtime and other supplementary pay and deductions.

**23.02 Mileage Allowance**

- a) Because the employee is liable in case of accident, an employee who uses their personal vehicle for business use is responsible for ensuring that they have appropriate insurance coverage.
- b) When an employee is authorized to use their personal vehicle for business use, they shall be paid \$0.45 per kilometre or the agency's rate, whichever is greater.
- c) No employee may transport a resident or client without the appropriate insurance.

**23.03 Reimbursement for Phone Expenses**

Any employee who makes a personal call from ComputerWise or from one of the residences is required to reimburse the Employer for the call when there is a charge.

**23.04 Overnight Asleep**

An employee classified as "Overnight Asleep" shall be paid the "Overnight Awake" rate for all periods of time greater than fifteen (15) minutes, where the employee is required to be awake to provide services to clients during their period of sleep.

## **ARTICLE 24 – EMPLOYEE BENEFITS**

### **24.01 Multi-Sector Pension Plan**

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

.01 "Plan" means the Multi-Sector Pension Plan

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

(i) the straight time component of hours worked on a holiday; and

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay; and

(iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace;

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

(c) "Eligible employee" means all employees in the bargaining unit.

.02 Commencing April 1, 2015, each eligible employee shall contribute for each pay period an amount equal to 3 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 3 % of Applicable Wages to the Plan.

.03 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.

.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the

Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible employee by Article .04 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

iv) To be Provided Annually but no later than December 1

- current complete address listing

.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

**24.02 Health and Life Insurance**

a) The Employer will contract with an insurance carrier to provide a Health and Life Insurance Plan. Full-time and part-time employees who are regularly scheduled to work forty (40) hours per pay period or more and who have successfully completed the probationary period are eligible to participate in the Plan. Relief employees are not eligible to participate in the Plan.

The following chart provides an outline of the benefits and the premium coverage provided to eligible employees. This chart is solely for information purposes:

1) Life Insurance	Employer pays 100% of premiums for single employee coverage
2) Long Term Disability	Employee pays 100% of premiums for single employee coverage
3) Extended Health and Dental	Employer pays 100% of premiums for single employee coverage

b) Participation in the Life Insurance Policy is mandatory.

c) Participation in the extended health and dental plan is mandatory unless the eligible employee has the same coverage under another insurance policy. Commencing on April 1, 2021, there will be no annual deductible for extended health and dental coverage. The employee must provide satisfactory proof of same coverage to the Employer in order to be exempted from the plan.

d) OFP is solely responsible to pay the full cost of single premium coverage for the eligible employee's extended health and dental coverage and basic life insurance coverage.

e) Eligible employees are required to enrol for long-term disability coverage if that coverage is provided under the policy and the employee shall pay 100 % of the premiums required for that coverage.

f) The Employer's sole responsibility is to remit any applicable premiums, and the Employer has no responsibility for eligibility or entitlement, or the provision of the actual benefit. In case of any dispute regarding eligibility, entitlement or receipt of benefits, the dispute shall not become the subject of any grievance or arbitration.

**24.03** The Employer reserves the right to change the carrier of any of the benefit plans to maintain satisfactory service and economy, while maintaining overall coverage. The Union will be notified of any change in benefit carriers.

**24.04 Vision Care**

Up to five hundred dollars (\$500.00) per person in any twenty-four (24) consecutive months for contact lenses or eyeglasses prescribed by an ophthalmologist or licensed optometrist. An additional one hundred and twenty-five dollars (\$125.00) per person in any twenty-four (24) consecutive months for eye examinations.

**24.05 Hearing Care**

Hearing aids to a maximum of three hundred dollars (\$300.00) in every sixty (60) month period.

**ARTICLE 25 – SAFETY AND HEALTH**

**25.01 Compliance with Health and Safety Legislation**

The Employer and the Union shall comply with the requirements of the Occupational Health & Safety Act, as amended from time to time, as well as applicable municipal health and safety regulations.

The Union and the Employer shall cooperate in promoting occupational health and safety.

**25.02 Respectful Workplace**

The Employer and the Union recognize their joint obligation to:

- provide and maintain a safe and healthy workplace,

- support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and
- comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time

**25.03** 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.

**25.04 Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations, as may be amended from time to time.

**25.05 Health and Safety Representative**

Each Home and ComputerWise will have one (1) Health and Safety Representative appointed by the Union.

The duties of the Health and Safety Representative will be:

- a) To carry out a monthly inspection of premises in which she works and report to the Health and Safety Committee all situations which may be a source of danger or hazard to workers' health.
- b) To bring to the immediate attention of the Supervisor and, if necessary, the Health and Safety Committee, any situations occurring between monthly inspections which may be a source of danger or a hazard to the health and safety of the workers.
- c) To send written reports of all accidents or near accidents occurring in the workplace to the Health and Safety Committee.
- d) To assist in educating all staff and workers towards safe working habits.

**25.06 Health and Safety Committee**

A Health and Safety Committee shall be established and shall be composed of two (2) employees in the bargaining unit selected by the Local Union and two (2) members of Management. The Committee shall



meet at the request of the employees or the Employer, but no less than once every three (3) months. The Health and Safety Committee shall:

- a) Review and investigate all reports, records and data on Health and Safety and recommend, in writing, corrective procedures to the Executive Director.
- b) Take minutes of all meetings and distribute them to the employee, the Employer and the Union.

**25.07 No Loss of Remuneration**

The Health and Safety Representatives and Committee members shall have the right to attend to their duties as such within working hours without loss of remuneration. Time spent by Committee members preparing for and attending Committee meetings shall be without loss of remuneration.

**25.08 Disagreements**

All disagreements of the Health and Safety Committee shall be reported to the Executive Director and the Union Local President. Situations that cannot be resolved at this level shall be reported to the Minister of Labour or his representative for a decision.

**25.09 Reporting**

Incident Reports related to an employee injury and Employee Injury Reports related to Occupational Health and Safety shall be forwarded to each of the joint Health and Safety Committee Chairs or designates within one (1) week of the incident being reported.

**25.10 Violence Policy and Procedures**

The Employer agrees that in all cases where employees or the Union identify a risk of violence to staff, the Employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level.

**25.11 First Aid Kit**

A first aid kit shall be supplied by the Employer in each work location.

**25.12** The Employer will compensate an employee for damage to eyeglasses to a maximum of \$250, in the event such property is destroyed by a resident or client while the employee is performing his or her regular duties.

## **ARTICLE 26– GENERAL CONDITIONS**

### **26.01 Union Postings**

The Employer shall provide bulletin boards at each location and will electronically post notices of meetings and such other notices that may be of interest to the employees, as provided by the Union. Union notices must be signed by an appropriate Union officer and approved in advance of posting by the Employer. Such approval shall not be unreasonably withheld.

**26.02** Employees shall be paid at the applicable straight-time hourly rate of pay while participating in orientation, which will be considered separate and apart from all other hours worked during that pay period.

### **26.03 Code of Confidentiality**

The Parties agree that personal information pertaining to residents and their families, students, volunteers, employees and all other information pertaining to the Employer is confidential in nature. Breach of confidentiality shall constitute just cause for discipline.

### **26.04 Conflict of Interest**

- a) Employees and members of their immediate family should not have any financial or other interest in the assets, leases, or other business transactions of the Employer, residents or clients.
- b) Potential conflicts of interest shall be disclosed to the Executive Director who may refer the issue to the Board of Directors.
- c) Employees must obtain approval before acting in any public capacity as a representative for the Employer, or before publishing any work about the agency.
- d) Employees must not use any proprietary or confidential information obtained in the course of employment for personal benefit.

### **26.05 Replacement Allowances**

- a) Once every calendar year, part-time and full-time employees required to participate in a swim program, on a minimum of a bi-weekly basis, as pre-approved by the Program Supervisor, shall be eligible for reimbursement of up to fifty (\$50.00) for swimwear upon submission of receipts.

- b) In the event that clothing is destroyed as an immediate and direct result of a resident interaction, part-time and full-time employees will be entitled to a replacement allowance of up to a maximum of \$100 per calendar year. Employees shall, upon request from the Employer, provide proof of the value to the Employer.

**26.06 Duty of Accommodation and Return to Work**

The Employer agrees to accommodate employees in a return to work process in accordance with the Ontario *Human Rights Code*, as amended and the Ontario *Workplace Safety Insurance Act*, as amended, and the Employer's Return to Work Policy, as amended from time to time at the sole discretion of the Employer.

The Employee may request the assistance of an assigned member of the Occupational Health and Safety Committee at any return to work meetings with the employer.

**ARTICLE 27 – EMPLOYER VEHICLES**

**27.01 Safe Operation**

- a) Employer vehicles shall be operated in a safe manner and maintained in a safe condition at all times. Employees operating a vehicle owned or leased by the Employer shall do so in accordance with the applicable federal and provincial laws governing transportation.
- b) It is the responsibility of the driver to ensure that all passengers are wearing seatbelts and all wheelchairs are properly restrained.
- c) The driver shall ensure that the vehicle carries roadside emergency equipment.

**27.02 Qualifications of Drivers**

Only persons authorized by the Executive Director shall drive Employer vehicles.

**27.03 Violations**

The driver of an Employer vehicle who receives a traffic violation using the Employer's vehicle shall pay the ticket out of their own funds.

**ARTICLE 28 – CONDITIONS OF EMPLOYMENT**

**28.01 Criminal Reference Check**

A criminal reference check referred to in the Ministry of Community and Social Services guidelines and dated within three (3) months of the date of application shall be provided by the applicant. At the discretion of the Executive Director, a new criminal reference check shall be requested and supplied by the employee. The costs for the criminal reference check shall be paid by the Employer.

**ARTICLE 29 - PROFESSIONAL DEVELOPMENT**

**29.01 Core Competencies**

In the event core competencies is introduced in the workplace it is agreed that content of the Development Services Human Resources Strategy document entitled “The Intention of Core Competencies . . . Outlining the Principals” dated March 19, 2010, as set in Appendix “B” shall be the conditions by which this initiative is operationalized within the workplace.

Note: The Intention of Core Competencies document to be appended to the Collective Agreement is attached as Appendix “B” of this kit.

**29.02 Regulatory Colleges**

The Employer shall not unilaterally impose a requirement for any bargaining unit member to become a member of a College.

**ARTICLE 30 – COPIES OF AGREEMENT**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee’s rights and obligations under it. For this reason, the Employer shall provide a printed copy of the Agreement to each location and an electronic copy of the Agreement to each employee within thirty (30) days of the ratification of the Agreement.

**ARTICLE 31 – TERM OF AGREEMENT**

**31.01** This Agreement shall be binding and remain in effect from April 1, 2020 to March 31, 2022 in accordance with the terms of the Agreement between

the parties, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least three (3) months prior to the expiration date in each year that it desires its termination or amendment.

**31.02 Past Practices Extinguished**

The parties agree that all past practices expire upon ratification of this Collective Agreement, excepting those identified in this Agreement.

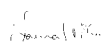
**31.03 Changes in Agreement**


If, during the term of this Agreement the parties agree to amend or add to this Agreement, such changes shall be in the form of a Letter of Understanding appended to this Agreement and shall expire upon the expiry of this Agreement.

Either party desiring to propose changes or amendments to this Agreement shall, within the period of one hundred and twenty (120) days, give, in writing to the other party, notice of the changes or amendments proposed with supporting rationale for the change. The parties shall meet within thirty (30) days from the giving of notice or within such further period as the parties agree upon to bargain in good faith and make every reasonable effort to effect a renewed Collective Agreement.


Signed at Ottawa, Ontario this 22 day of February, 2021.

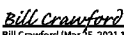
**For the Employer:**


  
\_\_\_\_\_  
Laura McCrae


  
\_\_\_\_\_  
Kim Gallant

**For the Union:**

  
\_\_\_\_\_  
Brigitta Rakgole

  
\_\_\_\_\_  
Bill Crawford

  
\_\_\_\_\_  
Job Wandallo

  
\_\_\_\_\_  
Michel Revelin

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**

**RE: REGARDING GOVERNMENT LOBBYING**

---

The Employer and the Union agree to lobby the Provincial Government for increases to base funding.

The Employer will continue to lobby, individually with local Members of Provincial Parliament, and through the Annual Budget process for increased funding to improve wages and benefits for its workers.

The Employer further agrees to lobby, collectively through Community Living Ontario and Ontario Agencies Supporting Special Needs (OASIS) for increased funding to improve wages and benefits for its workers.

The Employer agrees to meet and work with the Union and other agencies to learn and have meaningful discussion regarding the development of structures and possible options that will assist toward the facilitation of central bargaining for the next round of collective bargaining.

It is agreed that participation in a Central Bargaining process for the next round of bargaining is dependant on the agreement of each party to participate in that process.

**Signed at Ottawa, Ontario this 22 day of February, 2021.**

**For the Employer:**

\_\_\_\_\_  
Laura McCrae

*Kim Gallant*  
\_\_\_\_\_  
Kim Gallant (Feb 22, 2021 16:06 EST)

Kim Gallant

**For the Union:**

*Brigitta Rakgole*  
\_\_\_\_\_  
Brigitta Rakgole (Mar 24, 2021 15:35 EDT)

*Bill Crawford*  
\_\_\_\_\_  
Bill Crawford (Mar 25, 2021 16:16 EDT)

Bill Crawford

*Job Wandallo*  
\_\_\_\_\_  
Job Wandallo (Mar 31, 2021 14:28 EDT)

Job Wandallo

*Michel Revelin*  
\_\_\_\_\_  
Michel Revelin

:mw\*cope 491  
January 21, 2021

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**

**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, CUPE. Further the parties would invite the Ministry of Children, Community and Social Services and other labour partners such as OPSEU to participate at the DSAG table.

**Signed at Ottawa, Ontario this 22 day of February, 2021.**

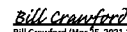
**For the Employer:**


  
\_\_\_\_\_  
Laura McCrae

  
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Kim Gallant

**For the Union:**

  
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Brigitta Rakgole

  
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Bill Crawford

  
\_\_\_\_\_  
Job Wandallo

  
\_\_\_\_\_  
Michel Revelin

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**

**RE: TARGETED FUNDING**

---

This will confirm the understanding of the parties during the term of the Collective Agreement, with respect to the following matter.

In the event that the Ministry of Children, Community and Social Services (MCCSS) provides the Employer with targeted funding for wages and/or benefits during the term of the Collective Agreement, the Employer agrees to apply said targeting funding in accordance with the directives and guidelines of the Ministry. Before applying said targeted funding the Employer will disclose the directives and guidelines of the Ministry to the Union.


Signed at Ottawa, Ontario this 22 day of February, 2021.


**For the Employer:**

**For the Union:**

  
\_\_\_\_\_  
Laura McCrae

  
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Brigitta Rakgole

  
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Kim Gallant

  
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Michel Revelin

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January 21, 2021



**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**

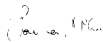
**RE: COMPREHENSIVE COMPENSATION STUDY**


---

The Union and the Employer acknowledge the efforts of Developmental Services stakeholders (MCCSS, Unions and Employers) to address compensation, benefits and base funding issues through the Developmental Services Advisory Committee. Upon completion of a study of these issues and the subsequent recommendations of the Developmental Services Advisory Committee, the Union and the Employer agree to meet within three (3) months of the release of said document to review the study and recommendations.


Signed at Ottawa, Ontario this 22 day of February, 2021.

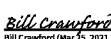
**For the Employer:**


  
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Laura McCrae


  
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Kim Gallant

**For the Union:**

  
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January 21, 2021

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**


**RE: SAFETY STUDY**


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The Union and the Employer acknowledge the efforts of Developmental Services stakeholders (MCCSS, Unions and Employers) to address Health and Safety concerns, including violence in the workplace, through the Developmental Services Advisory Committee. Upon completion of a study of these issues and the subsequent recommendations of the Developmental Services Advisory Committee, the Union and the Employer agree to meet within three (3) months of the release of said documents to review the study and recommendations.


Signed at Ottawa, Ontario this 22 day of February, 2021.


**For the Employer:**


  
\_\_\_\_\_  
Laura McCrae


  
\_\_\_\_\_  
Kim Gallant


**For the Union:**

  
\_\_\_\_\_  
Brigitta Rakgole

  
\_\_\_\_\_  
Bill Crawford

  
\_\_\_\_\_  
Job Wandallo

  
\_\_\_\_\_  
Michel Revelin

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January 21, 2021

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**

**RE: LATERAL MOVES TRIAL**

---

The Parties agree that effective upon the ratification of the renewal of the Collective Agreement, they will continue a trial for the term of the current Collective Agreement, The trial will allow the implementation of a change to the system for the awarding of posted positions where the senior employee is applying for a lateral move.

Employees applying for a lateral move will be awarded posted positions based on seniority and subject to their ability to perform the hours of work posted and to meet all of the posted qualifications for the position.

The Parties agree that awarding of lateral moves by seniority, subject ability to perform the hours of work posted and meet all the posted qualifications for the position shall not include application for posted positions:

1. That would change the applicant's employment status. No promotion in status shall be permitted using the Lateral Moves trial process including:
  - a) Relief staff to part-time or full-time status
  - b) Part-time to full-time status
  - c) Term (contract) positions to permanent positions
2. Where candidates are applying to move from an Asleep position to an Awake position

The parties agree that where an employee is applying for a position that represents a decreased status (full-time to part-time or relief, part-time to relief, Awake to Asleep), the Lateral Moves Trial process shall be implemented.

The Parties agree to meet at Labour Management meetings in the last three (3) months of the term of this Collective Agreement to discuss whether this process is working from their perspectives. The Union agrees to provide input on this Lateral Moves Trial process.

This Letter of Understanding expires at the expiry of the current Collective Agreement.

Signed at Ottawa, Ontario this 22 day of February, 2021.

**For the Employer:**




Laura McCrae

  
Kim Gallant (Feb 22, 2021 16:06 EST)

Kim Gallant


**For the Union:**

  
Brigitta rakgole (Mar 24, 2021 15:35 EDT)

Brigitta Rakgole

  
Bill Crawford (Mar 24, 2021 14:11 EDT)

Bill Crawford

  
Job Wandallo (Mar 31, 2021 14:28 EDT)

Job Wandallo



Michel Revelin

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January 21, 2021

**LETTER OF UNDERSTANDING**

**between**

**OTTAWA FOYERS PARTAGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES and it's Local 4826**

**RE: DIRECT FUNDING FROM PROVINCE PRIOR TO ENTERING  
RESIDENTIAL LIVING**

---

The Union and the Employer recognizes that many clients applied for direct funding from the Province prior to entering residential living. After entering residential living, direct funding for the clients were eventually approved and the clients receive both direct funding and residential living. However, clients in residential living who then applied for direct funding were denied by the Province thus creating a two-tier system.

The Parties agree to lobby the government to create a fair and equitable system that incorporates residential living and direct funding.

**Signed at Ottawa, Ontario this 22 day of February, 2021.**


**For the Employer:**


  
\_\_\_\_\_  
Laura McCrae

  
\_\_\_\_\_  
Kim Gallant

**For the Union:**

  
\_\_\_\_\_  
Brigitta Rakgole

  
\_\_\_\_\_  
Bill Crawford

  
\_\_\_\_\_  
Job Wandallo

  
\_\_\_\_\_  
Michel Revelin

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January 21, 2021

**APPENDIX "A" – WAGE GRID**

**April 1, 2020 to March 31, 2022**

<b>2020</b>					
<b>OCCUPATION</b>	<b>LEVEL</b>	<b>Wednesday April 1, 2020</b>	<b>Pay Equity April 1, 2020</b>	<b>Negotiated Increase April 1, 2020</b>	<b>Total Wage April 1, 2020</b>
Residential Counsellor *includes:	0-1 year	\$23.13	\$0.20	\$0.24	\$23.57
Overnight Awake Counsellor Primary Counsellor	between 1-2 years	\$24.13	\$0.20	\$0.24	\$24.57
ComputerWise Instructor	after 2 years	\$25.13	\$0.20	\$0.24	\$25.57
Overnight Asleep Counsellor	All	\$18.98	\$0.20	\$0.24	\$19.42

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January 21, 2021

<b>2021</b>					
<b>OCCUPATION</b>	<b>LEVEL</b>	<b>Thursday April 1, 2021</b>	<b>Pay Equity April 1, 2021</b>	<b>Negotiated Increase April 1, 2021</b>	<b>Total Wage April 1, 2021</b>
Residential Counsellor	0-1 year	\$23.57	\$0.23	\$0.24	\$24.04
*includes: Overnight Awake Counsellor	between 1-2 years	\$24.57	\$0.23	\$0.24	\$25.04
Primary Counsellor ComputerWise Instructor	after 2 years	\$25.57	\$0.23	\$0.24	\$26.04
Overnight Asleep Counsellor	All	\$19.42	\$0.23	\$0.24	\$19.89

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January 21, 2021

## **APPENDIX “B” – DEVELOPMENTAL SERVICES HUMAN RESOURCES STRATEGY**

March 19, 2010

The intention of core competencies...outlining the principles

Every day in Ontario, thousands of direct support employees assist people with a developmental disability to live more inclusive and dignified lives. The quality of these services and supports has a direct impact on the quality of life for the people supported. The model of core competencies is designed to recognize and promote the personal motivations as well as the professional traits and behaviours that exemplify the best direct support employees in the sector. 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 following statements of principle guide the implementation of the core competency model and outline its intent and benefits.

Recognize the professional nature of direct support work:

Supporting people with a developmental disability to live more inclusive and dignified lives is very rewarding work. Effective supports require creativity, motivation and many more professional traits and behaviours. The core competency model provides recognition of the professional nature of the work that we do every day.

Recruit the right people:

The core competency model is designed to enhance our ability to recruit people who share our values for more inclusive communities. The nature of our work demands that we recruit the best people we can and the core competency model will help us do that. An important goal of the Developmental Services Human Resource Strategy is to make the sector a career of choice for both new and experienced employees.

Provide job enhancement opportunities and make career paths more transparent:

The introduction of a core competency model in the sector is designed to benefit employees by providing job enhancement opportunities and making career paths more transparent. The model provides the sector with a unique ability to assist direct support employees in fulfilling their career potential and to consider ongoing advancement. By clarifying the types and levels of core competencies for positions across the organization, the core competencies model provides the sector with an important tool for succession planning.



Engage and inspire direct support employees to remain in the sector:

By highlighting the professional nature of direct support work and creating career opportunities, the core competency model will improve retention in the sector. However, the implementation of core competencies in the sector seeks to go beyond retention by striving for a more engaged and inspired workforce.

Provide a strength based approach to developing and enhancing direct support work:

Our professional work in support of people with a developmental disability is dedicated to seeing people grow, meet new challenges and aspire to new dreams. The core competency model reflects this attitude as a 'going forward' process for employees in the sector. Core competencies provide a professional development mechanism to move from effective services to superior, life-enhancing supports. The core competency model will provide a valuable tool for feedback to enhance direct support work. 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.

Signed at Ottawa, Ontario this 22 day of February, 2021.

**For the Employer:**


  
\_\_\_\_\_  
Laura McCrae

  
\_\_\_\_\_  
Kim Gallant

**For the Union:**

  
\_\_\_\_\_  
Brigitta Rakgole

  
\_\_\_\_\_  
Bill Crawford

  
\_\_\_\_\_  
Job Wandallo

  
\_\_\_\_\_  
Michel Revelin

:mw\*cope 491  
January 21, 2021

## **SCHEDULE "A" – MSPP PARTICIPATION AGREEMENT**

### **PARTICIPATION AGREEMENT**

The Agreement made this 9<sup>th</sup> day of November, 2011.

**B E T W E E N:**

**OTTAWA FOYERS PARTAGE  
(the "Employer")**

**- AND -**

**MULTI-SECTOR PENSION PLAN  
by its Trustees  
(the "Trustees")**

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 4826 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 31st day of March, 2014, (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation

to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

**OTTAWA FOYERS PARTAGE:**

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**MULTI-SECTOR PENSION PLAN, by its Trustees**

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