### SCHEDULE A

## [Final Offer Applicable May 31, 2019] PARTICIPATION HOUSE PROJECT (DURHAM)

### FINAL OFFER FOR SETTLEMENT WITHOUT PREJUDICE

#### Between:

## PARTICIPATION HOUSE PROJECT (DURHAM) (the "Employer")

#### and

#### CANADIAN UNION OF PUBLIC EMPLOYES, LOCAL 2936-01 (the "Union")

The following proposals are tabled without prejudice.

Further the Employer reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective the date of ratification, unless otherwise stated herein.

All elements of this proposal are contingent on acceptance of the offer in its entirety.

The following proposals are in addition to the changes already negotiated and agreed as between the parties prior to the date of this proposal (attached at Appendix 1).

This offer applies commencing at May 31, 2019 until withdrawn in writing. It reflects reductions in the 2019-2020 stipends which were available until May 30, 2019.

These reductions are a result of the Union's decision to demand a No Board Report (an inherent threat of strike action), which forced the Employer to spend funds previously set aside for stipends on strike contingency planning commencing May 31, 2019.

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#### [Final Offer Applicable May 31, 2019]

#### Article 16.01 Float Day

Part-Time Employees shall receive one half (¼) one (1) float day for each increment of six (6) months to a maximum of two (2) one half (¼) float days per calendar year at regular rate of pay. Each ¼ float day must be used within the six (6) month increment received and will not be carried over. Six (6) month increments will be defined as: January 1<sup>st</sup> – June 30<sup>th</sup> and July 1<sup>st</sup> – December 31<sup>st</sup>.

A float day is defined as eight (8) hours and shall be taken at a time mutually agreeable with a minimum of two (2) weeks' notice. Requests received In writing shall be considered on a first request basis. If two (2) or more requests are received at the same time, seniority will rule. No hours may be carried over from one year to the next. Responses to requests shall be responded to within seven (7) business days.

(the rest of article remains unchanged)

# Article 22.02 Part-time in Lieu of Benefits

Upon completion of probation, a Part-time Employee shall receive five (5%) percent in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, save and except holiday pay, vacation pay, reporting pay, jury and witness duty, bereavement pay and maternity benefits) a percentage of the Employees straight time hourly rate for all hours paid

#### Article 22.07 Multi-Sector Pension Plan (MSPP)

b) Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to 2,5% 3.0% of Applicable Wages to the plan. the Employer shall contribute four percent (4.0%) of applicable Wages to the Plan.

#### Article 30.01 Duration

This agreement shall be binding and remain in effect from April 1, 2018 to March 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date of the agreement.

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#### [Final Offer Applicable May 31, 2019]

#### Schedule A

[\*Note, the stipend amounts have been reduced from our previous offer as a result of the Union's demand for a No Board Report (an inherent threat of strike action), which required that the Employer spend funds set aside for stipends on Strike Contingency Planning]

Direct Support Professionals and Team Leaders

2018-19 - stipend

DSP and TL: FT - \$1000.00 PT- \$800 Cas - \$150

2019-20 - stipend

DSP and TL: FT - \$800.00 PT- \$500 Cas - \$150

2020-21 (total \$0.20 increase paid as follows)

DSP and TL Apr 1, 2020 - \$0.10 Oct 1, 2020 - \$0.10

2021-22 (total \$0.24 increase paid as follows)

DSP and TL Apr 1, 2020 - \$0.10 Oct 1, 2020 - \$0.14

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#### [Final Offer Applicable May 31, 2019] This proposal does not form part of the Collective Agreement New Job Classification for overnight positions

This position will be called Overnight Counsellor – Awake and Overnight Counsellor – Asleep and this classification shall be added to the Wage Grid.

#### <u>Qualifications: (this shall not appear in the collective agreement and is provided for</u> <u>information purposes only – the employer reserves its management right to change or</u> <u>modify qualifications for this position at any time)</u>

Qualifications required:

- a. HCA Certificate, other relevant post-secondary education in personal care delivery or completion of high school with one year of full time work experience in a related field.
  - i. Experience pertaining to working with individuals with disabilities is preferable
  - ii. Valid driver's license
- iii. Valid and on-going mandatory training certificates in First Ald, Fire Safety, Safe Management, Medication Administration, etc.
- b. Staff who occupy this position will not be eligible to apply to Direct Support Professional positions unless they complete the DSW or equivalent.

# Wages and Stipends:\* (this section shall be included in Schedule "A" of the Collective Agreement)

- a. Staff currently in Overnight Awake and Overnight Asleep Roles
  - i. Red circle wages as per Wage Grid dated September 22, 2018.
  - ii. Red circling of wages will remain until negotiated Overnight Counsellor wages reach the red circled level.
  - iii. Eligible for full stipends as follows (to be included in Schedule "A" of the Agreement.

	Year 1	Year 2	Year 3	Year 4
	2018-2019	2019-2020	2020-2021	2021-2022
Full-time	\$1000	\$800	\$500	\$500
Part-time	\$800	\$500	\$300	\$300

#### b. Staff Accepting Overnight Counsellor position after Ratification

Wages for these staff will be as outlined below - to be added to Schedule "A".

Awake Hours:	
Probation	20.20
Start	20.40
1 year	20.60
2 years	20.80

ii. Asleep Hours: Current minimum wage as per ESA

iii. Stipends:

	Year 1	Year 2	Year 3	Year 4
	2018-2019	2019-2020	2020-2021	2021-2022
Full-time		\$400	\$500	\$500
Part-time		\$200	\$300	\$300
CAS		\$150	\$250	\$250

#### [Final Offer Applicable May 31, 2019]

# Move to Direct Support Role: (This section shall be included in the Letter of Understanding related to Overnight Counsellors - Awake and Asleep - see attached).

#### a. Staff in Overnight Awake and Overnight Asleep Roles on date of Ratification

- Staff in overnight positions on date of ratification will be grandfathered to have the ability to move to Direct Support Professional positions regardless of current education level with proven commitment to continuous professional development.
- However, once the grandfathered employee vacates the overnight position to assume a Direct Support Professional position they will forfeit their grandfathered rights should they want to return after the trial period. (Article 12.05)
- b. Staff accepting Overnight Position after Ratification
  - In order to move from overnight position to a DSP position, staff must possess educational gualifications for DSP role.

Union Status: All will be unlonized positions

Benefits: All appropriate PT and FT benefits as per CBA

[Final Offer Applicable May 31, 2019]

#### LETTER OF UDNERSTANDING

#### Between

### THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

#### and

#### CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2036-01

#### OVERNIGHT COUNSELLOR - ASLEEP/AWAKE

The Parties agree to the following:

#### Schedule:

The scheduled asleep and/or awake hours for this position shall be as per posted schedule and the job posting. The minimum asleep time shall be six (6) hours within a scheduled shift. During their scheduled asleep hours the staff are permitted to sleep, but must remain at the work location to respond to emergencies or incidents that may arise.

#### Rates:

The established overnight asleep position's rate of pay is as follows:

- For the scheduled hours, during which employees are asleep the rate is current Ontario minimum wage as per ESA.
- For the scheduled hours, during which employees are awake the rate is as per Schedule A Overnight Counsellor- Awake.
- Should an employee attend to supported individual's needs during their scheduled asleep hours the Overnight Counsellor - Awake rate of pay will apply to that awake portion of their shift.
- Should Direct Support Professionals accept the overnight shift on a call-in basis they will be paid at the appropriate Overnight Counsellor rate of pay applicable to awake or asleep hours as set out herein.

### **Hours Worked:**

All scheduled overnight hours; both awake and asleep should be considered time worked and seniority shall apply for all combined hours. Move to Direct Support Role:

#### a. Staff in Overnight Awake and Overnight Asleep Roles on date of Ratification

- Staff in overnight positions on date of ratification will be grandfathered to have the ability to move to Direct Support Professional positions regardless of current education level with proven commitment to continuous professional development.
- ii. However, once the grandfathered employee vacates the overnight position to assume a Direct Support Professional position they will forfeit their grandfathered rights should they want to return after the trial period. (Article 12.05)

# b. Staff accepting Overnight Position after Ratification

I. In order to move from overnight position to a DSP position, staff must possess educational qualifications for DSP role.

This letter shall remain in effect for the term of this Collective Agreement.Dated thisday of2019.

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01

PARTICIPATION HOUSE PROJECT (DURHAM REGION)

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#### [Final Offer Applicable May 31, 2019]

#### LETTER OF UNDERSTANDING Between

# The Participation House (Durham Region) (herein after referred to as "the Employer")

#### and

#### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01 (herein after referred to as "the Union")

#### Re: DSW Apprenticeship

The parties agree to endorse the Developmental Services Worker apprenticeship program governed by the *Ontario College of Trades* or its successor governing body;

#### AND THEREFORE it is agreed as follows:

- 1. The Employer may hire Employees that meet the following criteria for vacant Overnight Awake or Overnight Asleep Counsellor:
  - PSW, HCA Certificate, other relevant post-secondary education in personal care delivery or completion of high school with one year of full-time work experience in a related field.
  - Experience pertaining to working with individuals with disabilities is preferable
  - Valid driver's license
  - Valid and on-going mandatory training certificates in First Aid, Fire Safety, Safe Management, Medication Administration, etc.
- Should the Employee express a desire to complete the DSW apprenticeship program, the Employer, along with the Employee agree to submit a completed Application for Apprenticeship.
- 3. Upon Employee's agreement, the Employer will provide a time limited opportunity where employees can utilize their stipend amount (however separately in each year) toward the payment of their tuition fees. This desire will be communicated to the Employer in writing and at least two (2) weeks in advance of established stipend pay out dates.
- 4. Hours of work for apprentices will be in accordance with Article 14 Hours of Work based on the apprentice's classification (i.e. Full-time, Part-time, Casual).
- 5. Apprentices' ability to exercise their rights under Article 12 Promotions and Staff Changes will not be exercised until they complete their apprenticeship.
- The Employer will endeavour to ensure that the apprentice is assigned work and/or shifts that will provide the skills to complete the Apprenticeship Training Standard Log Book.
- 7. Apprentices shall be entitled to all of the benefits of the Collective Agreement unless explicitly mentioned otherwise in this Letter of Understanding.
- 8. For clarification purposes, nothing herein shall impose an obligation on Overnight Counsellors to complete the DSW apprenticeship program.
- 9. This Letter of Understanding is in effect for the life of the 2018 2022 CBA only.

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# Appendix A

## Article Agreed to on August 9, 2018

# 16.08 Paid Holidays

The Employer will seek Employee input for preference and priority to work Christmas, Boxing Day or New Year's Day by October 15<sup>th</sup> of each year. The Employer will investigate equitable ways in distributing the assignment of working such holidays, their ability to maintain service.

The Employer will post the Christmas/New Years schedule by November 15<sup>th</sup>. No changes shall be made without the mutual agreement of the Employee and the Employer.

All approval and shift replacement will be in accordance with the Collective Agreement.

The Employer agrees to allow at least three (3) Employees to book vacation at this time.

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# Article Agreed to on November 19, 2018

17.01 Parties agree to add to the current article

An Employce who is on maternity, parental or Adoption leave shall receive vacation with pay pro-rated to time worked for that year only and will not affect progression. In the event this pro-rated vacation does not amount to two 2 weeks, the employer will provide the employee with additional unpaid vacation time to a combined total of two (2) weeks.

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# Article Agreed to on August 9, 2018

# 17.07 Vacation Accumulation

Vacations shall be taken in the vacation year following the time period in which vacation credits were earned except under extenuating circumstances approved by the Executive Director or designate.

For employees who assume permanent full time status as of April 15, 2017 vacation entitlements are to be used in the anniversary year in which the employee earns the vacation. Their vacations will accumulate at the rates set out in article 17.01 with the following adjustment: First (1) year or more Fifteen (15) working days

In the first year of permanent full time employment the vacation credits will be prorated based on the date of assuming the full time status and the employee's anniversary of employment date.

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# Article Agreed to on November 19, 2018

# 17.10 Vacation Credits while on a leave of absence

An Employee who is on leave of absence excluding sick leave, long term disability leave and leave under WSIB in excess of thirteen (13) weeks shall receive vacation with pay pro-rated to time worked for that year only and will not affect progression. This clause shall be in keeping with the Ontario Human Rights Code.

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# Article Agreed to on August 9, 2018

a) All Employees hired after October 23, 2000 or who voluntarily take the Agency Driver Training will be required to drive the agency van as requested by the Employer. All Employees hired before October 23, 2000 shall not be denied jobs where there is a requirement to drive the van.

Employees will be required to notify the Employer of any change in status to their drivers' licence that results in suspension or loss of her/his licence prior to their next shift.

# b) In regards to Article 12.12 a) the parties agree to the following:

- 1) Applicants to new postings made by Employees who do not drive the van will be considered on an individual basis and will be subject to the Employer's ability to maintain service.
- 2) It is agreed that when the Employer is assessing their ability to maintain services in regards to a posting, vacation, illness, WSIB and L.T.D. of the present incumbents will not be part of the equation in that assessment.
- 3) The parties agree to meet if requested by either party at Labour Management to discuss concerns by the Union or Employer concerning this article.

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# Article Agreed to on October 22, 2018

# 20.08 Automobile Allowance

Travel rates paid to an Employee using his/her own automobile for the Employer's business shall be as follows:

- a) Fifty cents (.50) per kilometer
- b) Employees shall not transport clients in their personal vehicles.
- c) Employees requested by the Employer to use public transportation including bus or taxi in the course of their duties shall be reimbursed for all costs incurred.
- d) No Bargaining unit employee shall be terminated based on the status of motor vehicle ownership or non-ownership.

All travel shall be calculated from the first (1<sup>st</sup>) day to the last day of each calendar month and submitted to the office by the fifth (5<sup>th</sup>) day of the following month.

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# Article Agreed to on October 22, 2018

# 20.09 Educational Allowance

The Employer shall pay to regular Employees the lesser of fifty (50%) percent or one hundred and fifty \$(150.00) dollars of the tuition costs of an academic or technical course approved in writing by the Executive Director or designate prior to course commencement. Payment will be made upon presentation by the Employee, of proof of cost and proof of successful course completion. All courses of study must be field related to areas of Participation House concern. The amount of money given to each individual Employee shall not exceed one hundred and fifty dollars (\$150.00) in any fiscal year.

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# Article Agreed to on September 11, 2018

## Article 20.11 (New) Meal Allowance

When an employee is required to extend their previously scheduled shift of 7 hours or greater and in excess of 2 (two) additional hours and when they have not had prior notice of extension before starting their shift they will be reimbursed up to a maximum of \$20.00 dollars for a delivered meal. Reimbursement will be processed through submission of an expense claim and the attached meal receipt. This expense claim should be received within 5 business days of the occurrence and will be processed within the next pay period. It is understood that employees will not leave the work site to obtain meals.

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# Article Agreed to on November 19, 2018

29.05 Casual Employee

Casual Employee is an Employee who is employed on an en-call-in basis and normally works less than forty-eight (48) hours per pay period and it is understood that casual employees can only be scheduled in advance as per article 14.07 and only after part-time employees have been offered the opportunity to work using the current practice via online staff scheduling care bidding which allows part-time employees to pick up extra available shifts.

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# Article Agreed to on September 11, 2018

# Letter of Understanding Re: Purchasing of Part Time benefits

The Employer and the Union agree to create a committee comprised of part time employees and management within 90 days of ratification of the current CBA. The function of the committee will be:

- Developing a survey directed at part time employees regarding their interest to self-purchase health and dental benefits
- Circulating the survey to part time employees.
- Once 75 % of part time employees express their interest the employer will ascertain costs based on expressed priorities and interest of those surveyed.
- Once this information is received the committee will share the findings of monthly fees and content of the benefit package to part time employees
- Developing and conducting secondary survey to determine interest based on cost of the package.

Should 50% plus 1 of part time employees currently employed at the time of ratification () be interested in purchasing the benefits, the employer will tender to find a provider.

Upon engagement of a provider part time employees will be presented with the opportunity for a voluntary enrollment. The burchase of benefits on a voluntary

A policy and procedure will be drawn to address issues relating to premiums payment, eligibility and membership and will be vetted by the committee.

Enrolment in the benefit program will not result in loss of the payment in lieu of benefits.

The Parties agree that once this process is completed this LOU will be removed from the CBA.

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# LETTER OF UNDERSTANDING

# Between

## THE PARTICIPATION HOUSE PROJECT (Durham Region)

and

# CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01 CASUAL STAFF AVAILABILITY AND PARAMETERS OF EMPLOYEMENT

When the Employer offers shifts to a casual employee and the casual employee refuses more than 5 consecutive offers a letter will be sent to the employee stating that they have been removed from the call-in list and they must contact the employer with a reasonable explanation for the reason of the repeated refusals and failure to meet their employment agreement.

If the Employer does not hear from the employee within a reasonable period of time, fourteen days, another letter will be sent confirming that they have been removed from the list and that their employment has ended.

A refusal will be defined as each attempt to contact the employee with work opportunity. When offering available shifts to casual staff, managerial staff or their designates will record that the employee a=accepted, r=refused, c=could not be reached or u=union business. Messages will only be left for the purpose of documenting that contact was attempted. Employees may at their discretion return the call but the employer is under no obligation under any circumstances to hold the vacancy in reserve. The obligation does not apply to casual employees while they are on an approved leave of

absence as set out in Article 19.

The Employer's above-mentioned records will be open to the Employee and his union steward in any disciplinary action related to availability

Dated this day of

2019

**CANADIAN UNION OF PUBLIC** EN OYEES AND ITS LOCAL 2936-01

# LETTER OF UNDERSTANDING

#### Between

# THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

# CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

# **RE: PREVENTION OF VIOLENCE IN THE WORKPLACE**

The Employer and the Union recognize their joint obligation to create and sustain a safe workplace that is free from harassment.

The Employer and the Union agree that within sixty (60) days from the ratification date of this Agreement the parties will meet to jointly develop a policy on workplace safety and prevention of violence in the workplace, which shall include a definition of Violence and Risk.

The policies and procedures referred-to above will form part of the Employer's Health and Safety Policy. Written policies will be provided for each employee to review and then will be placed within Policy and Procedure Binders at each site location.

The policies and procedures will include but not be limited to:

- The requirement that all employees complete and maintain Crisis Prevention and Intervention certification through a MCSS approved body for Adult Development Services.
- Consistent and appropriate implementation of Crisis Prevention and Intervention protocols and prescribed behaviour management programs to increase workplace safety.
- Review, as required and at staff meetings, of support arrangement for individuals who exhibit challenging behaviour.
- IV) Provision of adequate information about the previous, actual or potential challenging behavior of an individual supported towards employees and the procedures for identifying, evaluating and communicating risk.
- V) The Joint Health and Safety Committee shall meet and review the anti-violence policies at least once per year.
- VI) Reporting and debriefing protocols will be incorporated into this policy.
- VII) "Violence" means the attempted, threatened or actual conduct of any person that causes or is likely to cause injury, and includes any threatening statement or behavior that gives a worker reasonable cause to believe that persons, including employees, supported individuals or members of the public are at risk of injury. Violence includes the application of force, threats with or without

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weapons, severe verbal abuse and persistent sexual or racial harassment.

It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates.

Dated this of

day of

2019.

**CANADIAN UNION OF PUBLIC** EMPLOYEES AND ITS LOCAL 2936-01

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# LETTER OF UNDERSTANDING

## Between

# THE PARTICIPATION HOUSE PROJECT (Durham Region) and CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01 <u>CORE COMPETENCIES</u>

Should core competencies be introduced into the workplace it is understood that the purpose of core competencies is to improve the quality of supports being provided to the individuals who are supported by the agency and to develop and enhance the skills of the employees providing these supports. Core Competencies will not be implemented as a tool in agencies discipline processes.

Dated this

day of

2019.

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01

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# LETTER OF AGREEMENT

## Between

# THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

and

# CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

### RE: DOWNSIZING

The parties agree that the Employer will make every attempt to maintain forty-five (45) positions within the organization during the life of this Collective Agreement.

The parties further agree that short-term lay-offs may occur, i.e. summer shutdown and lay-off of up to eight (8) weeks.

The parties further agree that should the Ministry cut funding or extenuating circumstances arise that would necessitate a long term lay-off, the parties will meet to discuss how this will take place before it is announced to the membership.

# For clarification purposes:

The parties acting on behalf of the Union would be: Unit Chair, CUPE National Representative and the Negotiating Committee.

The parties representing the Employer would be: The Employer designates and the Board designates.

Dated this day of

2019.

CANADIAN UNION OF PUBLIC **EMPLOYEES AND ITS LOCAL 2936-01** 

# LETTER OF UNDERSTANDING

## Between

# THE PARTICIPATION HOUSE PROJECT (DURHAM REGION)

# and $\cdot$

# CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2936-01

# CONVERSION TO FULL TIME

Should the MCSS provide funds to the agency for the specific purpose of converting part time positions to full time positions the parties agree to meet within sixty (60) days of receipt of written confirmation and ministry funds. This meeting will occur with the Labour Management Committee to discuss the issues surrounding the conversion of part time positions to full time positions.

Dated this day of

2019.

**PARTICIPATION HOUSE PROJECT** 

(DURHAM REGION)

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01

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# LETTER OF UNDERSTANDING

## Between

# THE PARTICIPATION HOUSE PROJECT (Durham Region)

#### and

# CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01

# ADVOCACY

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

The Employer will continue to advocate, 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 advocate collectively, for increased funding to improved wages and benefits for its workers through associations of membership eg. OASIS etc.

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 dependent on the agreement of each party to participate in that process.

Where possible, the Employer further agrees to make efforts to attend a forum hosted by CUPE where the concept of central bargaining will be explored.

Dated this day of

2019.

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2936-01