

**In the matter of a mediation/arbitration under the *Labour Relations Act, 1995*
for the renewal of a collective agreement expiring March 31, 2025.**

BETWEEN

COMMUNITY LIVING LONDON

(The “Employer”)

And

OPSEU/SEFPO and its Local 166

(The “Union”)

SOLE ARBITRATOR: Gerry Lee

APPEARANCES:

For the Employer:

Michelle Palmer, Executive Director & others.

Jessica Toldo, Counsel Hicks Morley.

For the Union:

Lisa Fewster, President OPSEU/SEFPO Local 166 & others.

Ange Thompson, OPSEU/SEFPO Staff Representative

Tim Elphick, OPSEU/SEFPO Supervisor, Region 1 & 2

The matters in dispute proceeded to a hearing held via Zoom on August 18, 2026.

INTRODUCTION

The Employer and the Union members provide important services in the Developmental Services sector. The parties have been in a work stoppage situation since May 25, 2026. Following intensive discussions between the parties on August 18, 2026, the parties requested that I issue an award addressing the outstanding issues. In addition, this award also includes an agreed upon return to work protocol.

The renewal collective agreement shall have a three-year term commencing April 1, 2025, and expiring March 31, 2028. The collective agreement settled by this award shall consist of the unamended provisions of the predecessor collective agreement and the terms of this award together with any agreed-upon items. Any union or employer proposal not directly dealt with in this award are hereby dismissed.

AWARD

Article 21 – Hours of Work

ADD NEW Relinquishing of Shifts

A part-time employee may give away to another part-time employee up to three (3) shifts per calendar year on the condition the part-time employee finds and confirms the part-time employee working their scheduled shift.

The following must be satisfied:

- a) The part-time employee must request permission from the supervisor to give away a shift to another part-time employee, including identifying the part-time employee who will be working the shift. Such permission shall not be unreasonably withheld; and,
- b) The part-time employee must offer their shift in accordance with the call out procedure. Such shift must be in compliance and shall not put the part-time employee in an overtime position.

ADD NEW Call In Procedure

Call-In Procedure

Emergency Shift - In the event that a shift requires backfill due to an employee call-in and the shift is scheduled to begin within **24** hours, the assignment shall be awarded to the first responding employee who meets all compliance requirements, where possible.

Non-Emergency - When additional hours become available after the schedule is posted, the Employer shall utilize the following process to fill the required hours.

- Step 1 Offer the shift to all part-time employees trained within the location. Such shift must be in compliance and shall not put the employee in an overtime position. The shift will be awarded by seniority.
- Step 2 Offer the shift to part-time employees agency wide. Such shift must be in compliance and shall not put the employee in an overtime position. The shift will be awarded by seniority.
- Step 3 Offer the shift as overtime in order of seniority to full-time employees trained within the location. The shift will be awarded by seniority.
- Step 4 Offer the shift as overtime in order of seniority to full-time employees agency wide. The shift will be awarded by seniority.

ADD NEW LOU

The Union will not file any grievance or seek a remedy from the Employer in relation to Bill 124 or request to re-open wages unless and until the government provides funding specifically ear marked for a Bill 124 remedy, and any remedy will be limited to the amount received from the government for bargaining unit employees for that purpose.

AMEND Article 17.01

17.01 Bereavement Leave

In the case of the death of a spouse including a same-sex or common-law spouse or child including a stepchild an employee shall be permitted to be absent for seven (7) calendar days. In the case of death in the immediate family, namely mother, father, **grandchild, step-grandchild** and stepparent an employee shall be permitted to be absent for not more than five (5) days. In the case of the death of an employee's sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepbrother, stepsister, an employee shall be permitted to be absent for not more than three (3) days. In the case of the death of a grandparent or "grandparent-in-law" ~~or grandchild~~, an employee shall be permitted to be absent for not more than two (2) days. Such leaves shall include the day of the funeral and a memorial or celebration service which may occur later. Part-time employees shall be paid for only the days for which they had been scheduled to work.

AMEND Article 19.01

Full-time Employees

19.01 Full-time employees will be entitled to annual paid vacation as set out below:

- a) From the commencement of full-time employment until December 31 of that year, full-time employees will earn 1.25 days per month of full-time employment.
- b) During the first, second, third and fourth complete years of full-time employment (January to December), full-time employees earn 1.25 days per month of full-time employment.
- c) During the fifth through eleventh complete years of full-time employment (January to December), full-time employees earn 1.66 days per month of full-time employment.
- d) During the twelfth through twentieth complete years of full-time employment (January to December), full-time employees earn 2.08 days per month of full-time employment.
- e) During the twenty-first and subsequent complete years of full-time employment (January to December), full-time employees earn 2.5 days per month of full-time employment.

- f) During the thirtieth and subsequent complete years of full-time employment (January to December), full-time employees earn 2.92 days per month of full-time employment.

AMEND Article 21.17

21.17 Part-time Pay for Meetings

Part-time employees required to attend a meeting with management at the Employer's request shall receive a minimum of ~~two (2)~~ **three (3)** hours pay, **unless the meeting is scheduled during or immediately prior to or immediately following a shift, or actual time spent whichever is greater.** The time shall be paid from the commencement of the meeting with a representative of management.

AMEND Article 23.01

- 23.01 Travel rates paid to employees who use their own cars on approved Employer business shall be paid at the rate of sixty (60) cents per km for the entire trip. **Effective August 20, 2026**, travel rates paid to employees who use their own cars on approved Employer business shall be paid at the rate of ~~sixty (60)~~ **sixty-five (65)** cents per km for the entire trip. All staff using their own vehicle for approved Employer business shall be expected to carry, at their own expense, at least ~~one~~ **two** million (\$~~1~~**2**,000,000) dollars public liability insurance.

General Wage Increases

April 1, 2025 – 3.00% general wage increase

April 1, 2026 – 3.00% general wage increase

April 1, 2027 – 3.00% general wage increase

Note (not to form part of the Collective Agreement):

- Wages retroactive only for all employees employed at the time of ratification, including employees on statutory leaves. Retroactivity shall be paid on a separate deposit within sixty days from ratification.

Sleepover

~~Tied to minimum wage~~

CONCLUSION

At the request of the parties, I remain seized of any issues arising out of the implementation of this Award.

Dated this 20th day of August, 2026.

A handwritten signature in cursive script that reads "Gerry Lee".

Gerry Lee, Mediator/Arbitrator

APPENDIX A
OPSEU L166, CLL Bargaining Day 2 - Agreed Items
November 28, 2025

AMEND and move Article 26 – Pension Plan to Article 22. Renumber as required.

26.01 ~~Within thirty (30) days following ratification of the Collective Agreement, the Parties agree to begin the process of transferring the current pension plan to the CAAT (College of Applied Arts and Technology) Defined Benefit Pension Plan. The Parties agree to The~~ **Employer shall provide employees with the CAAT (College of Applied Arts and Technology) pension plan** ~~an~~ **with the option of 1% or 5% contribution with the equivalent** **e** **Employer match.** Contributions to be made in accordance with the provision of the plan. Participation in the plan is mandatory for eligible full-time employees and optional for eligible part-time employees.

Signed November 28, 2025.

For the Union

J. Campbell
[Signature]
S. Gaudin
[Signature]
[Signature]
[Signature]

For the Employer

[Signature]
[Signature]
Michelle Palmer
[Signature]

APPENDIX B
OPSEU L166, CLL Conciliation Day 1 - Agreed Items
December 5, 2025

Housekeeping

- Delete article 2.02
- Article 6.05, remove "Unit", add comma & capitals on Local President, Union Steward, and Collective Agreement:

6.05 The ~~Unit~~ sSteward shall be granted two (2) hours per week, without loss of pay, to attend to the legitimate Union business of the Unit. The ~~Local p~~President or designate if in the employ of the Employer, shall be granted fifteen (15) days annually, paid for by the Employer, for the purposes of administration of the local, including time utilized by the Local President as a ~~u~~Union sSteward and for the involvement in any committee under this ~~e~~Collective ~~a~~Agreement.

- Article 6.06, capitals on Union Steward.
- Article 6.07, correct the spelling of "grievor", capital S on Steward. Remove reference to Grievance Committee:

6.07 ~~"The Grievance Committee~~ Union representation for a grievance will be comprised of the grievor, a sSteward of the grievor's choice and the staff representative or designate."

- Article 6.09, capital A on Agreement
- Article 21.11, apostrophe on "coworker's"
- Move Article 27.02 to Article 22 and renumber accordingly
- Rename Article 22 to "Benefits"
- Change "client" and "client group" to "people supported" throughout the agreement
- Delete Article 24.06
- ARTICLE 28 – TERM OF AGREEMENT, Correct the numbering
~~27.01~~ **28.01** "The term of this Agreement shall be from..."

AMEND Article 4.01

- 4.01 **The Employer and Union share the commitment to an equitable and diverse workplace.** The Employer and Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code*.

AMEND Article 6.04

- 6.04 **Employees shall have the right to assistance of OPSEU/SEFPO representatives and stewards at all times.** ~~with the approval of the supervisor or manager involved. Such approval shall not be unreasonably withheld.~~

AMEND Article 12.05 & 12.06

Part-Time Employees

- 12.05 Where the employer requires additional regularly scheduled part-time ~~hours help~~ they will first offer ~~these~~ additional hours, where practical, **as follows:**
- a) **first offer to part-time employees who currently have scheduled shifts within the location. The hours will be awarded by seniority.**
 - b) **second offer** to part-time employees who have applied in writing for additional hours of work **or change of work location** to the Human Resources Department or designate. The granting of additional regularly scheduled hours will be based on skills, ability, knowledge, training, competence and the ability to relate to the client group. Where these factors are judged to be relatively equal then seniority shall govern.
- 12.06 Where a part-time employee wishes to change work locations **or work hours**, they will apply to the Human Resources Department or designate in writing for a transfer which must be considered before hiring from outside the bargaining unit.

AMEND Article 13.03 b)

- 13.03 b) An employee who accepts an acting position outside of the bargaining unit shall continue to pay union dues and accumulate seniority for the first thirty (30) working days; after which the employee shall maintain but not further accumulate seniority and shall not pay union dues. The employee shall retain the right to return to their former position in the bargaining unit, on completion of the acting assignment, or to a comparable position if the former position no longer exists. Further, if outside the bargaining unit for a period of eighteen (18) months, **the employee will lose all seniority. Upon returning from the acting position, an employee must remain in the bargaining unit for thirty (30) calendar days before making use of this opportunity again.**

Replace existing Article 19.03 with the following:

- 19.03 Written vacation requests submitted to the program supervisor prior to February 1st will be granted on the basis of seniority within the work location, subject to staffing requirements. Thereafter, vacation will be granted on a first request basis, subject to staffing requirements. Supervisors will respond in writing to all vacation requests within thirty (30) days following February 1 or 30 days of the request thereafter.

Replace existing Article 19.10 with the following:

19.10 Written vacation requests submitted to the program supervisor prior to February 1st will be granted on the basis of seniority within the work location, subject to staffing requirements. Thereafter, vacation will be granted on a first request basis, subject to staffing requirements. Supervisors will respond in writing to all vacation requests within thirty (30) days following February 1 or 30 days of the request thereafter.

* ADD NEW Article 20.04

An employee may request to substitute a statutory holiday for a different day for religious or cultural observance. The substitution of a statutory holiday shall be in accordance with the public holiday provisions of the *Employment Standards Act* of Ontario.

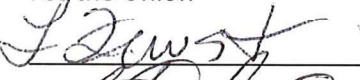
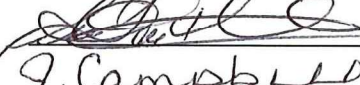
* ADD NEW Article 20.07

An employee may request to substitute a statutory holiday for a different day for religious or cultural observance. The substitution of a statutory holiday shall be in accordance with the public holiday provisions of the *Employment Standards Act* of Ontario.

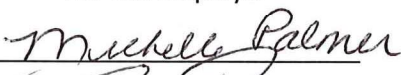
* Renumbering will be required

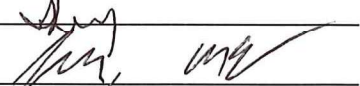
Signed December 5, 2025.

For the Union



J. Campbell
S. Gaudin
Bryan Gracey
K. Gaudin

For the Employer




J. Gaudin
J. Gaudin

APPENDIX C
OPSEU L166, CLL Mediation - Agreed Items
August 19, 2026

UN #11

Grammatical corrections in Article 13.02

- 13.02 An employee shall lose all seniority and shall be deemed to have terminated their employment if they:
- a) voluntarily leaves the employ of the Employer or ~~is~~ retired;
 - b) ~~is are~~ discharged and is not reinstated through the grievance procedure or arbitration;
 - c) ~~is are~~ absent from work without permission for one (1) scheduled shift during which time they have not contacted the Employer;
 - d) fails to return to work on termination of an authorized leave of absence;
 - e) utilizes ~~the a~~ leave of absence for purposes other than which it was granted;
 - f) fails to return to work within seven (7) calendar days after being recalled from layoff with notice sent by registered mail, provided that the employee shall have three (3) calendar days to respond to the notice and if the employee desires to return to work the employee shall communicate that desire to the Employer within three (3) calendar days and agree to return to work within fourteen (14) calendar days of the date of the notice or as the Employer and the employee shall otherwise agree;
 - g) ~~is are~~ off the payroll for a continuous period of three (3) months for any reason other than illness or injury or approved leave of absence. In the case of a leave of absence this period may be extended upon mutual agreement in writing prior to the end of the three (3) month period.

AMEND

- 16.05** The number of hours an employee is absent due to illness or accident shall be deducted from the employee's sick leave credits ~~in four (4) hour blocks~~. Where an employee is absent on WSIB or weekly indemnity only the actual hours paid shall be deducted from the sick bank.

AMEND

- 16.08** There will be an operating directive that for an employee with an overtime bank of over twenty-four (24) hours, time taken by employees for reasonable and necessary doctor and related medical appointments shall be deducted from overtime credits of employees who have accumulated overtime. For an employee with an overtime bank of twenty-four (24) hours or less, the employee shall have the option to deduct from their overtime credits or sick leave credits taken by employees for reasonable and necessary doctor and related medical appointments. Employees who do not have accumulated overtime will have the ~~time~~ **hours** deducted from the sick bank.

AMEND

- 19.09** Part-time (In lieu of benefits)

Part-time employees, including sleep-over and contract employees shall receive, in addition to their regular salary, ~~four (4) percent in lieu of vacation~~, **vacation pay, in accordance with the *Employment Standards Act, 2000***, and after five hundred and twenty (520) hours, an additional eight (8) per cent in lieu of sick leave and benefits.

Part-time employees will have the option of purchasing benefits through the current provider.

Travel Insurance Grievance (Not to Form Part of Collective Agreement)

The Union agrees to withdraw Union Policy Grievance #2024-0166-0018, in accordance with the following remedy, which shall not form part of the Collective Agreement:

Remedy for employees impacted by insurance increase:

Impacted employees shall be reimbursed up to seventy-five dollars (\$75.00), on a one time basis, upon proof of insurance payment change with supporting documentation to the Employer by October 30, 2026.

The Employer shall supply a letter on request to any employee for the purposes of obtaining sufficient insurance. Such letter shall be drafted by the Employer.

Sleepover Grievance (Not to Form Part of Collective Agreement)

The Union agrees to withdraw Union Policy Grievance #2023-0166-0006.

Signed August 19, 2026.

For the Union

Lisa Fewster

Signed by:

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Jackie Campbell

Signed by:

0BC0E93EF7424A0...

Barbara Gracey

Signed by:

FDB2A2BFCCF2429...

Sandy Gamham

Signed by:

4B3CFBA051144C0...

Sue Fairweather

Signed by:

630DEB3675DE49D...

Angie Thompson

5101DA8C8C2A4F9...

For the Employer

"Michelle Palmer"