

# COLLECTIVE AGREEMENT

Between

**SECOND BASE (SCARBOROUGH) YOUTH SHELTER**  
*(Hereinafter referred to as the "Employer")*



And

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS  
LOCAL 4358**  
*(Hereinafter referred to as the "Union")*



April 1, 2006 - March 31, 2011



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## ARTICLE 1 – PREAMBLE

- 1.01 The purpose of this Agreement is to establish and maintain harmonious relations between the Employer and the Employees concerned; to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and efficiency of operations; to facilitate the co-operative resolution of problems when they arise; to provide procedures for final and binding settlement of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees within the bargaining unit.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Employer's services and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 No amendment, change or alteration of this Agreement shall be effective unless and until made in writing and signed by the authorized representatives of the parties to this Agreement.

## ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees of Second Base (Scarborough) Youth Shelter employed in the City of Toronto save and except Executive Director, Shelter Manager, Kitchen Manager, Office Manager and Manager of Program Development and Community Services.
- (b) The Employer will keep the Union informed of any potential changes to the above positions, including position titles. Where a new position(s) is created, the Employer will meet with the Union to negotiate the bargaining unit status of the newly created position(s). Any disputes between the parties regarding the foregoing shall be dealt with pursuant to the Grievance and Arbitration provisions of this Agreement.
- 2.02 (a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not perform *the work of the bargaining unit, except for the purposes of instruction, in emergency situations, or when employees are not readily available; and provided the performance*

*of such work does not result in a lay off or reduction in regular hour of work of employees.*

- (b) Notwithstanding (a) above, both the Employer and the Union value the contributions of Volunteers towards the goals of the Agency and agree that Volunteers will not cause any reduction in hours to Employees or cause the elimination of any bargaining unit position. The Employer further agrees that the use of Volunteers will not be expanded beyond the extent of existing practice as at December 10, 1999 without prior consultation and agreement of the Union.
  - (c) The Employer will provide the Union with a list of all Agency volunteer functions on a semi-annual basis.
  - (d) For the purposes of clarity, it is understood that the Employer accepts student placements from accredited post-secondary institutions from time to time and such persons shall not be covered by the terms of this Agreement.
- 2.03 (a) For the purpose of this Collective Agreement, the term "employee" and "employees" shall mean an employee who is, or employees who are employed by the Employer in the bargaining unit.
- (b) The Employer currently employs individuals in three (3) categories: full time employees, part time employees and relief/casual employees.
  - (c) "Part Time" is deemed to refer to those employees who regularly work not more than twenty-four (24) hours per week.
  - (d) For employees hired after the ratification of this Agreement, no employee may be employed by the Employer in more than one (1) position concurrently.
- 2.04 The Employer, or its representative, agrees that it will not enter into any other agreement, oral or written, with any Employees covered by this Agreement either individually or collectively, which may conflict with the terms of this Collective Agreement.
- 2.05 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.
- 2.06 Union Officers, Stewards and Committee members may be granted leave from their regular duties during working hours in order to carry out their functions under this Agreement, including but not

limited to, the investigation and processing of grievances, attendance at meetings with the Employer and participation in negotiations and arbitration. Permission to leave work shall first be obtained from the appropriate Manager. Such permission will not be unreasonably withheld. All time spent in performing such Union duties directly attending meetings with the Employer shall be considered as time worked and compensated pursuant to the terms of this Agreement.

- 2.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon notification to the Employer, such representative(s)/advisor(s) shall have access on the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

### ARTICLE 3 – NO DISCRIMINATION

- 3.01 (a) The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restriction, or coercion exercised or practised against any Employee by reason of age, race, creed, colour, national origin, political or religious affiliation or activity, sexual orientation, marital or parental status, place of residence, family membership, ethnic origin, social assistance status, handicap, nor by reason of her membership or activity in the Union, or because of any Employee exercising her rights under any provincial or federal legislation or applicable regulation.
- (b) The parties agree to uphold the provisions of the Ontario *Human Rights Code*.
- 3.02 The parties are committed to equity in the workplace so that no person is denied employment opportunities for reasons unrelated to ability to do the job. To this end, a joint Employment Equity Committee shall be established, to review all aspects of employment for evidence of differential treatment of employees and to recommend changes to policy and/or practices that appear to be discriminatory.
- (a) The Employer participates in this process fully aware that the Committee's findings and recommendations shall be referred to the Labour/Management Committee for approval and/or implementation and may become the subject of collective bargaining between the parties, where necessary.

- (b) The Employer will honour requests by the Committee for access to such personnel data agreed by the parties to be necessary to complete an investigation by the Committee. Such information will not be unduly withheld.
  - (c) Nothing in this Article shall be construed as a barrier to the formulation of any Employment Equity plan mutually agreed upon by the parties to this Agreement.
- 3.03 (a) Throughout this Agreement all parties shall acknowledge that wherever the feminine gender is used, it shall also be considered to be reference to both genders. Where the singular is used it may also be deemed to mean the plural within the appropriate context.
- (b) For the purposes of this Agreement "days" shall mean working days, save and except Saturdays, Sundays and paid public holidays, except as where otherwise indicated for the purposes of this Agreement.
- 3.04 All references to "spouse" in this Collective Agreement shall include common-law and/or same sex partner.
- 3.05 The Employer and the Union recognize and uphold the inherent dignity, worth and rights of each individual. We undertake to pursue equality; freedom from adverse discrimination and harassment; and, to pursue the removal of all barriers to equal opportunity. Further, the Employer and the Union undertake to ensure a workplace environment pursuant to the foregoing.

#### **ARTICLE 4 – NO STRIKE AND NO LOCKOUT**

- 4.01 The parties agree that there will be no strike or lockout during the term(s) of this Agreement. The word "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act*.
- 4.02 (a) An employee covered by the terms of this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

- (b) No employee shall be disciplined for participation in any lawful political action(s) called for by the Canadian Labour of Congress, its affiliates, or subordinate bodies, it being understood that an Employee so participating shall not represent themselves as an Employee from Second Base (Scarborough) Youth Shelter.

## ARTICLE 5 -- UNION SECURITY

- 5.01 The parties hereto agree to compulsory check-off of Union dues for all employees who come within the bargaining unit. The amount to be deducted shall be the regular union dues as established by the Union, or assessments reviewed by the Union.
- 5.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15<sup>th</sup>) of the following month.
- 5.03 The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of full-time, part-time and casual/relief employees and the wages earned during the month by these employees, with a copy to the Local Secretary-Treasurer.
- 5.04 (a) The Employer will at the time of making each remittance also supply the Local Union with a statement indicating any new hires, transfers, promotions, layoffs, recalls, resignations, retirements, deaths and terminations of employment.  
  
(b) The Employer will supply the Local Union with a statement showing the names, addresses and phone numbers of employees on a quarterly basis.
- 5.05 The Employer will ensure that each T4-slip includes the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.
- 5.06 All employees of the Employer working in a position which falls within the bargaining unit shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

- 5.07 The Employer agrees to advise potential bargaining-unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues Check-off provisions of any Collective Agreement that may be in effect from time to time.
- 5.08 The Employer agrees to provide a Union Steward with an opportunity to interview new employees for a period of up to thirty (30) minutes, during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the Collective Agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the appropriate Manager, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.
- 5.09 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the Recording Secretary of the Union (or designate), or the CUPE National Representative with a copy to the Recording Secretary of the Union, as applicable.
- 5.10 The Employer shall place at the disposal of the Union, a bulletin board for Union purposes, at each work location. The Union may post documentation that pertains to general information and interests to its members. The Employer retains the right to approve material posted herein, provided it is reasonably deemed harmful to the Employer's operations. Further, the Employer agrees that it will not post or cause to be circulated material reasonably deemed harmful to the Union.

#### **ARTICLE 6 - COMMITTEES**

- 6.01 (a) The Labour/Management Committee shall be a permanent joint Committee consisting of two (2) Union representatives and two (2) Employer representatives, with the power to add persons who may be required to assist the parties from time to time. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairperson of the meetings.
- (b) The Committee will meet quarterly at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace that affect the parties or bargaining unit employees,

excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings. Should either party believe it necessary to meet between the regularly scheduled Committee meeting, a request for a meeting shall be made in writing with an agenda provided and the parties will endeavour to meet within ten (10) working days of such request.

- (c) Each party shall provide specific agenda items to the other party ten (10) days in advance of meetings, wherever possible.
  - (d) The Employer will provide a Secretary to the Committee, where possible and reasonable to do so. Failing the availability of a Secretary, the taking of minutes shall rotate between the parties. Minutes of each meeting will be prepared and signed by the Co-Chairpersons as soon as possible after the closing of the meeting. Such minutes will be provided to Committee members within five (5) days of such meeting.
- 6.02
- (a) The Employer recognizes the right of the Union to appoint or otherwise elect up to *three (3)* bargaining-unit employees as Stewards.
  - (b) The Employer agrees to recognize a Union Grievance Committee, which shall not exceed two (2) bargaining unit members in number, one (1) of who shall be designated chairperson.
  - (c) The Union shall notify the Employer in writing of the names of its Stewards and members of the Grievance Committee. The Employer shall not be required to recognize any such Steward or Grievance Committee member until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- 6.03
- (a) The Employer will recognize a Negotiating Committee, comprised of a CUPE National Representative, plus two (2) representatives who shall be elected or otherwise selected from amongst bargaining unit Employees. The Union shall provide to the Employer a list of the members of the Committee and the Employer shall not be required to recognize any Committee member until it has been so notified.
  - (b) Within ten (10) days of a written request by the Union, the Employer shall make available to the Union any relevant information and documentation reasonably requested by the Union to enable the parties to bargain in good faith within the meaning of the Ontario Labour Relations Act.

## ARTICLE 7 – MANAGEMENT RIGHTS

- 7.01 The Union recognizes that it is the right of the Employer:
- (a) to manage and direct the operations of the Agency and its workforce;
  - (b) to hire, retire, transfer, classify, layoff, recall, promote, demote, evaluate, train and suspend, discharge or otherwise discipline Employees of the Agency for just cause;
  - (c) to determine job content, scheduling and job assignment;
  - (d) to make, alter and enforce reasonable rules and procedures through its policies to be observed by Employees.
- 7.02 The Employer agrees that in exercising its rights as set out in Article 7.01 above, it will not act in a manner that is inconsistent with the terms of this Agreement and that it shall exercise its rights in a fair and reasonable manner.
- 7.03 Under normal circumstances, the Employer will post new or revised policies one (1) month in advance of the policy coming into effect, with a copy sent to the Union.
- 7.04 The Employer agrees it will be reasonable in the development of any policy pertaining to the issue of the retirement of employees.

## ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

- 8.01 (a) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. The parties are encouraged to attempt to address problems without resorting to a formal grievance wherever possible.
- (b) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 8.02 **Step 1**
- (a) If an employee has a complaint, it shall be discussed with the appropriate Manager within *five* (5) working days after the circumstances giving rise to the complaint or ought to have reasonably come to the attention of the employee. A Steward may accompany an employee presenting the complaint to her Manager.

- (b) Attempts at such informal settlement of complaints shall not exceed ten (10) working days. In the event the complaint is not resolved, the remaining steps of the Grievance Procedure may be invoked.

8.03 **Step 2**

Failing settlement at Step 1, the Union may submit the grievance in writing to the Executive Director (or her designate) within five (5) working days. The grievance shall be in writing on a grievance form and shall contain the nature of the grievance and the remedy being sought. A meeting will be held within five (5) working days of submission of the grievance between the Executive Director (or her designate) and the Union Grievance Committee. The Executive Director (or her designate) shall deliver the response in writing to the Union within five (5) working days.

8.04 **Step 3**

Failing settlement at Step 2, the Union may submit the grievance in writing to the Chairperson of the Personnel Committee within five (5) working days. A meeting will be held within five (5) working days of submission of the grievance between the Chairperson of the Personnel Committee and the Union Grievance Committee. The Chairperson of the Personnel Committee shall deliver a decision in writing to the Union within five (5) working days of the meeting.

8.05 **Step 4**

Failing a satisfactory settlement being reached in Step 3, the Union may decide to refer the dispute to Arbitration not later than thirty (30) working days after the decision of the Chairperson of the Personnel Committee has been received.

8.06 **Group Grievance**

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed at Step 2. Such a grievance shall then be processed within the framework of the grievance procedure.

8.07 **Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within fifteen (15) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the Union.

- 8.08 It is understood that the Employer may at any time file a grievance against the Union and request a meeting to discuss any complaint with respect to the conduct of the Union, its Officers or Committees, arising out of the interpretation, application, administration of alleged violation of the Collective Agreement. If such grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set forth in Article 8.12.
- 8.09 A grievance settled satisfactorily within the time allowed shall date from the time the grievance was filed.
- 8.10 The time limits fixed in the grievance and arbitration procedure may be extended by the written consent of both parties.
- 8.11 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays, paid holidays, or any other leave days contemplated in this Agreement.
- 8.12 **Arbitration Procedure**
- (a) When the Union wishes to submit a grievance to Arbitration, it shall inform the other party within thirty (30) working days of the receipt of the written decision at Step 3 of the Grievance Procedure. Such written notification shall include the name and address of its appointee to the Board of Arbitration.
  - (b) Within seven (7) working days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its appointee to the Board of Arbitration.
  - (c) The two (2) appointees shall select a third appointee to act as an impartial chairperson.
  - (d) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
  - (e) If the party receiving the notice fails to appoint an appointee, or if the two appointees fail to agree upon a Chairperson within ten (10) working days of their appointment, the Union may then request the

Office of Arbitration, Ministry of Labour, appoint an impartial Chairperson.

- (f) The decision of the Board of Arbitration, or the majority thereof, constituted in the above manner shall be final and binding on both parties.
- (g) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement. However, the Board shall have the power to dispose of a grievance by an agreement that it deems just and equitable.
- (h) Each of the parties will bear the fees and expenses of the nominee appointed by the party, respectively and one half (1/2) the fees and expenses of the Chairperson.
- (i) At any stage of the Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.
- (j) Employees involved in the grievance and arbitration procedure shall not suffer any loss of wages or seniority during such process.
- (k) Any monies earned by an employee during a period of suspension shall not be deducted from any awards made under this Article.
- (l) The parties may agree to the use of a sole Arbitrator and the provisions of this Article shall then apply with the appropriate revisions.

## **ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE**

9.01 An employee will have the right to have a Steward present at any formal meeting where the Employer is meting out disciplinary action, or where the Employer is investigating conduct of the employee, which may result in discipline. The Employer shall advise the employee of this right at least two (2) working days in advance of any such meeting. The parties agree that the foregoing does not apply to normal supervision/performance appraisal meetings.

9.02 In cases where the Employer has determined discharge, suspension without pay or discipline is necessary, the employee and the Union will be made aware within five (5) working days, in writing, of the reasons for such action prior to its taking place where the employee is deemed to be a danger to herself or others, the Employer may discharge or suspend her without the

above-mentioned notification, but shall as soon as reasonably possible notify the Union of the action. At any interview where the Employer confirms its actions of disciplining, suspending or discharging an employee, the employee shall be accompanied by a Union Representative who shall be advised in advance by the Employer of the time and place of the meeting. Failure to conform to the requirements of this clause shall render the discipline, suspension or discharge null and void.

- 9.03 In the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance.
- 9.04 In cases of discharge or suspension with or without pay where the disciplinary action is taken up as a grievance, such grievance shall proceed directly to Step 2 of the Grievance Procedure and must be presented within ten (10) working days after the suspension or discharge occurred.
- 9.05 Such special grievance may be settled by confirming the Employer's action in dismissing or suspending the Employee; reversing the suspension with full compensation; reinstating the Employee in her former position with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the arbitrator, as the case may be.
- 9.06 An employee may be discharged during the probation period by the Employer providing there is cause demonstrable through the employee's work record in regard to job specifications, and that the employee, where possible and reasonable to do so, has been forewarned of inadequate performance pursuant to Article 16.03(b) of this Agreement. This forewarning will be rendered by memorandum with documentation of inadequate performance.

*Notwithstanding the above, the Employer shall have the right to discharge a probationary employee for a single incident if such incident is of a critical nature. An Employee may challenge the Employer's decision through the Grievance and Arbitration procedure.*

## **ARTICLE 10 – PERSONNEL FILES**

- 10.01 An employee shall, upon giving two (2) day's notice to the Executive Director, have access to and be allowed to review her

personnel file. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. An employee shall have the right to make copies of any material contained in her personnel file.

- 10.02 No evidence from the employee's record, of which the employee has not been made aware, may be introduced as evidence in any hearing.
- 10.03 Twelve (12) months following a suspension or disciplinary action, including letters of reprimand, or any adverse reports such as letters of counsel, shall be removed from the Employee's record provided that no further discipline had been received during this period, and shall not be used against her.
- 10.04 When the Employer undertakes a written evaluation of an employee, it will complete the process within four (4) weeks. Written evaluations, which are to be filed in the employee's personnel file, shall be shown to the employee in advance. The employee may add the employee's views to such evaluation before it is filed and shall receive a copy. It is understood and agreed that evaluations are not disciplinary in nature. An employee has the right to initiate a complaint pursuant to the provisions of the Grievance Procedure of this Agreement in regard to their evaluation, provided there has been a violation of this clause or that the content is not an objective reflection of her performance.

#### **ARTICLE 11 – SENIORITY**

- 11.01 Seniority shall be defined as an employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification or recognition of the Union. Part-time, casual and relief employees will accumulate seniority on a prorated basis as follows:  
  
one (1) year's seniority for each 1820 hours worked in the bargaining unit as of date of last hire, in the case of an employee whose position's normal daily hours of work would otherwise be eight (8) hours.
- 11.02 Seniority will operate on a bargaining unit wide basis.
- 11.03 The Employer will post a seniority list within thirty (30) days of the ratification of this Agreement, showing the employee's current position and the date when each employee's employment commenced. Where two (2) or more employees commence work

on the same day, preference shall be in accordance with the date of the application for employment.

- 11.04 An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on a quarterly basis.
- 11.05 An Employee who is specifically excluded from qualifying to accumulate seniority under the terms of this Agreement shall maintain her existing seniority, unless and until she loses same pursuant to Article 12.01.

#### **ARTICLE 12 – LOSS OF SENIORITY**

- 12.01 An employee shall lose all seniority and the employment of the employee shall be deemed to have terminated for any of the following reasons:
- (a) Voluntary resignation, unless rescinded within three (3) days;
  - (b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
  - (c) An employee is laid off for a period exceeding eighteen (18) months;
  - (d) An employee is absent from work for three (3) or more consecutive working days without notifying the Employer, unless a reasonable explanation is provided to the Employer;
  - (e) An employee fails to return to work upon the termination of an authorized leave of absence, or utilizes a leave of absence for purposes other than those for which it was granted, unless a reasonable explanation is provided to the Employer;
  - (f) An employee fails to notify the Employer of an intention to return to work within five (5) working days of being notified of recall by registered mail or the employee fails to return to work within ten (10) working days after being notified of recall by registered mail unless the employee is ill. Registered mail sent to an employee's most recent address on her employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee four (4) working days after it was sent by the Employer. For all purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her current address and telephone number.

- 12.02 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside the bargaining unit will not accumulate seniority while so employed. Non bargaining unit employees may apply through the job posting procedure for a vacant position in the bargaining unit. Their applications will be considered as external to the bargaining unit. Seniority shall be reinstated upon successful return to bargaining unit employment where the duration of employment outside the bargaining unit in a permanent position has been sixty (60) days or less, provided there has been no break in service with the Employer.
- 12.03 In the case of an employee temporarily seconded to a non-bargaining unit position, seniority shall be reinstated upon return to her bargaining unit position, provided the secondment does not exceed three (3) calendar months. The secondment period may be extended upon the agreement of the parties, however in no case shall the secondment period be in excess of twelve (12) calendar months in which case the provisions of Article 12.03 shall apply with the appropriate changes.

### **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

- 13.01 When a new position is created, or where the Employer seeks to fill a vacancy of a temporary or permanent nature, which shall include the resignation of an incumbent, inside the bargaining unit, the Employer shall post such position(s) internally for a period of seven (7) calendar days. Positions shall be posted prior to the position being vacated, where possible and reasonable to do so, however shall minimally be posted within one (1) week of vacancy. However, vacancies arising from normal retirement shall be posted thirty (30) days prior to the employee's normal retirement date. It is understood that any decision by the Employer as to the successful applicant to a non-bargaining unit job posting shall not constitute a difference between the parties pursuant to the Ontario *Labour Relations Act*.
- 13.02 The posting shall stipulate the position, qualifications, hours of work and salary, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.
- 13.03 No outside advertisement for any bargaining unit vacancy shall be placed until the applications of present bargaining unit employees have been fully processed.

- 13.04 Both parties recognize:
- a) The principle of promotion within the service of the Employer;
  - b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority able to meet the normal requirements of the job, provided their qualifications and ability are relatively equal. Appointments from within the bargaining unit shall be made within three (3) weeks of posting where possible and reasonable to do so. The job shall be filled within one week of appointment.

- 13.05 The Union shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

- 13.06 (a) The Employer will first consider applicants who are bargaining unit permanent Full-time employees.
- (b) If the vacancy is not filled under the above, the Employer will next consider applicants who are bargaining unit permanent Part-time employees.
  - (c) If the vacancy remains unfilled, the Employer will next consider applicants who are bargaining unit contract, casual and relief employees.

- 13.07 The successful applicant shall be placed in the position for a familiarization period of one (1) month. Where there are performance concerns or problem areas identified, through ongoing supervision during the familiarization period, the Employee shall be advised of the problem areas and of expectations and time limits for improvement. In the event that the Employer determines that the successful applicant is unsatisfactory for the position or is unable to perform the duties of the new position at the conclusion of the familiarization period, the Employee may be returned to her former position. This may result in other Employees being displaced from their new position to their previously held position. In the determination of an Employee's performance pursuant to the foregoing the Employer agrees that it shall act in a manner that is not arbitrary, discriminatory or in bad faith.

- 13.08 An employee who has successfully bid on a vacancy need not be considered for further posted permanent vacancies for a period of up to three (3) months from the date of her selection.

#### **ARTICLE 14 – QUALIFICATIONS**

- 14.01 Employees who do not have present job qualifications for the jobs they perform respecting education and experience will be deemed to be so qualified.

#### **ARTICLE 15 – TRAINING AND DEVELOPMENT**

- 15.01 (a) It is the intent of the Employer to develop and implement appropriate and relevant Staff Training and Development programmes and/or information to provide an opportunity for employees to upgrade/refresh their skills and knowledge in areas directly related to the function(s) of the Employer, including but not limited to C.P.R. Training; Crisis Prevention Training; W.H.I.M.I.S. Training and familiarization with Employer policy and procedures.

- (b) Where compulsory or voluntary "in house" training sessions are made available to employees, time spent by employees in attendance shall be paid for at the Employee's normal rate of pay on a straight time basis.

- (c) Where an employee and their supervisor identify additional training or development needs, which may be met by attendance at a conference, workshop, seminar or through part time study at an accredited college, university or graduate school outside of the Employer's own training program, and such additional training is beneficial to both the employee and the Employer's operations, the following shall apply:

The employee's supervisor will endeavour to have the employee participate in such training to a maximum of four hundred dollars (\$400.00) per year per full time employee. These requests shall be considered equitably for all employees and will take into account the individual's personal development goals and the training budget allocated for the current fiscal year.

The allocation of the above training allowance can take a number of forms:

- (i) the Employer will pay for the training and the employee attends on her own time;

- (ii) the Employer will maintain wages and benefits for the employee for any time lost from regularly scheduled work and the employee will be responsible for any other costs associated with the training;
- (iii) the Employer and the employee will share the costs of the training.
- (d) The Employer reserves the right to deduct the amount paid for the training (or agreed to options) should the employee not attend such training and the employee is unable to provide a satisfactory reason to the Employer for not attending. Such deduction shall be to a maximum of fifty dollars (\$50.00) per pay, until the total amount has been reimbursed to the Employer.
- (e) Employees are not eligible for this training allowance until they have completed their probationary period.
- (f) The allotted training allowance shall include all related costs, out of pocket expenses, travel, lodging costs, etc.

#### ARTICLE 16 – PROBATION

- 16.01 A newly hired full-time employee will be on probation for three (3) months (or 480 hours of work for part-time/relief/casual employees).
- 16.02 Probationary employees shall be entitled to all rights and benefits of the Collective Agreement unless otherwise specifically excluded under the terms of this Agreement.
- 16.03 (a) The Employer may, upon written agreement of the Union, which shall not be unreasonably withheld, extend the probationary period of a full or part time employee for a further one (1) calendar month of employment. The employee and the Union will be notified, in writing, no later than the two (2) week period preceding the expiration of the original probationary period.
- (b) Employees will not be permitted to take vacation until after the successful completion of their probationary period, unless otherwise mutually agreed to in writing.
- (c) Where there are performance concerns or problem areas identified, through ongoing supervision during an employee's probationary period, the employee shall be advised of the problem areas and of expectations and time limits for improvement. The affected

employee must be provided with adequate time and assistance to bring about satisfactory improvement in job performance.

*Notwithstanding the above, the Employer shall have the right to discharge a probationary employee for a single incident if such incident is of a Critical nature. An Employee may challenge the Employer's decision through the Grievance and Arbitration procedure.*

## **ARTICLE 17 – LAYOFF AND RECALL**

- 17.01 In the event of a proposed layoff, the Employer shall provide notice of the proposed layoff to the union at least ten (10) days prior to the issuing individuals layoff notices in accordance with Article 17;03 to employees. Following such notice to the union the Employer will meet with the union as soon as practicable to discuss the reasons for the layoff and to identify and explore alternatives to the layoff, including discussion of information relating to staffing, work organization and financial information. At the same time the parties shall establish a Joint Redeployment Committee in Accordance with Article 17.02.
- 17.02 The Joint Redeployment Committee shall be comprised of two (2) representatives of the union and two (2) representatives of the Employer. Membership, terms of reference, frequency and time of meetings and other details of the Committees functioning will be subject to agreement between the Employer and the union. Meeting of the Redeployment Committee shall be held during Normal working hours and time spent attending such meetings shall be considered time worked for all purposes and shall be paid at the employee's normal rate on a straight time basis. Time spent outside of regular hours by employees attending the Redeployment Committee meeting will be paid at the employee's normal rate of pay on a straight time basis. Any agreement reached by the Redeployment Committee will be final and binding on all concerned. if no agreement is reached Article 17.03 shall apply.
- 17.03 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. The Employer shall advise the Union of those employees affected who may then bump any employee with less seniority, providing the employee exercising the right has the necessary qualifications and ability after a familiarization period of fifteen (15) days, if necessary, to perform the work of the employee with less seniority. The Employer shall, if necessary, provide the provision of a training period of up to fifteen (15) days during the

aforementioned familiarization period to perform the available work. The right to bump shall include the right to bump up.

- 17.04 The Employer agrees to provide employees with a minimum notice of 60 calendar days written notice of permanent lay-off, or 30 calendar days written notice of temporary lay-off, or such written notice as required under the Employment Standards Act of Ontario, whichever is greater. For the purpose of this Article, "temporary lay-off" shall be defined under the Employment Standards Act of Ontario.
- 17.05 The Employer shall provide training with respect to drafting a resume, the conduct of an employment interview and how to conduct a job search to employees who are actually laid off. The Employer will also advise laid off employees with respect to particular job opportunities that come to the Employer's attention.
- 17.06 When an employee is to be laid off, the employee shall be allowed up to three (3) paid working days to engage in a job search. Such days shall be taken at a time mutually agreed upon by the employee and their supervisor. An employee's request shall not be unreasonably denied.
- 17.07 It is agreed and understood that employees shall continue to accumulate seniority while on layoff.
- 17.08 Employees on layoff shall be given preference for temporary vacancies. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 17.09 No full-time employee shall be laid off by reason of her duties being assigned to one or more part-time, casual or relief employees.
- 17.10 In case of a subsequent increase in service demands, daily hours of work, or weekly hours of work, an employee shall have the opportunity of recall from layoff to an available opening in the order of their seniority. Employees shall be recalled to available openings provided they have the necessary educational qualifications and ability after a familiarization period of fifteen (15) days to meet the normal requirements of the job. The Employer shall, if necessary, provide the provisions of a training period of up to fifteen (15) days during the aforementioned familiarization period in order to meet this requirement.
- 17.11 In determining the necessary educational qualifications for the position and ability of an employee to perform the work for the

purposes of this Article, the Employer shall not act in an arbitrary or unfair manner.

- 17.12 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 17.13 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 17.14 The Employer shall notify and update the Union on a monthly basis of any employee(s) on recall and the status of such recall.
- 17.15 During the first three (3) months of layoff, or until the employee is eligible for benefits with a new employer, whichever shall occur first, the Employer will continue to pay its share of benefits for employees who were eligible for coverage under the Employer's group insurance plans provided the employee pays her share.
- 17.16 An employee may extend the benefit coverage period by an additional six (6) months provided the employee is not employed and provided the employee requests such coverage within fifteen (15) days of the completion of the three (3) month coverage. It is understood that the Employer will not continue to pay its share of benefits through the additional six (6) month period.
- 17.17 No member of the Union so long as she is President of the Union shall be laid off for any reason.
- 17.18 Upon return from layoff to full-time employment, the Employer will immediately reinstate paying one hundred percent (100%) of group insurance plan premiums, without the three month waiting period, provided that they have satisfied the initial three (3) month waiting period.

#### **ARTICLE 18 – HOURS OF WORK**

- 18.01 It is understood that this Article sets out the normal hours of work for employees covered by this Agreement and provides a basis for calculating time worked only.
- 18.02 The normal hours of work shall be forty (40) hours per week for full-time Youth Workers, exclusive of meal periods. It is understood, however, that Employees who, as a part of their regular duties supervise clients during meal periods shall have such meal periods included as part of their regular hours of work for the purposes of this Article.

- 18.03 The normal hours of work shall be thirty-five (35) hours per week for all other full-time Employees, exclusive of meal periods.
- 18.04 Part-time Employees shall not regularly work more than twenty-four (24) hours per week.
- 18.05 (a) Relief workers can be offered shifts up to a maximum of twenty-four (24) hours per week. It is agreed and understood that the offering of shifts shall be done by seniority. Where each relief worker has worked twenty-four (24) hours in any given week, the Employer may, by seniority, offer additional shifts, but such work shall not exceed thirty-two (32) hours per week.
- (b) Where continuity in staffing is required, as reasonably determined by the Employer, a relief worker may be offered a block of shifts to cover absences of full-time staff due to vacation, prolonged illness, or other absences as agreed to by the parties.
- (i) Where such full-time relief work exceeds, or is anticipated to exceed, one (1) month, the relief worker will be compensated at the equivalent hourly rate applicable to a full-time employee.
- (ii) Further, where such full-time relief work exceeds, or is anticipated to exceed three (3) continuous months, the relief worker will be eligible for all fringe benefits provided for in this Agreement.
- (c) The Employer is responsible for booking relief shifts, unless prior permission has been given to employees.
- 18.06 The Employer shall schedule Employees to consecutive days of work and consecutive days off. Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off. The employer will make reasonable effort to schedule employees for one (1) weekend off in a three (3) week period. The weekends off is not applicable to employees hired specifically to work weekends.
- 18.07 There shall be no scheduled back-to-back, roller-coaster or split shifts for full-time bargaining-unit Employees. Not more than Six (6) consecutive days of work shall be scheduled without days off.
- 18.08 Employees may be permitted to exchange shifts with other Employees classified at the same level with prior approval of their supervisor. Such approval will not be unreasonably withheld.

- 18.09 Unless notified beforehand not to report for work, an Employee reporting for work at her scheduled starting time where no work is available shall be paid a minimum of four (4) hours pay on a straight time basis.
- 18.10 On occasion, an employee with Team Leader status may be asked if they wish to take "on-call" duties. "On-call" is defined as being available by telephone contact or paging device to offer assistance and advice to the Shelter. It is understood that "on-call" will be offered on a rotating basis in order of seniority.
- 18.11 The hours and days of work of each employee shall be posted in an appropriate place at least one (1) month in advance. Once posted, the shift schedule may only be altered or changed with two (2) weeks notice and further provided mutual consent exists, except in the case of an emergency in which case the employer will advise the employee as far in advance as may be practicable.
- 18.12 Where major changes in the scheduling of work are required, the Employer agrees to advise and discuss such changes with the Union prior to their implementation. The Employer shall prepare and submit changes in work schedules to affected Employees for discussion and a Union representative may attend any meetings. In implementing any changed work schedules, the Employer shall give careful consideration to the views of affected Employees and the Union.
- 18.13 Consistent with providing required services, Employees will be granted a fifteen (15) minute rest period for each completed half shift.
- 18.14 When an employee is required to attend a staff meeting on a regularly scheduled day off, she will be paid a minimum of four (4) hours' pay on a straight time basis. The Employee will not be required to perform any other duties.
- 18.15 Once every second month, employees shall be allowed an extra hour paid lunch period for the purpose of attending a Union meeting.
- 18.16 On occasion, an Employee with Team Leader status may be asked if they wish to take "on-call" duties. "On call" is defined as being available by telephone contact or paging device to offer assistance and advice to the Shelter.

Where an Employee has agreed to perform "on-call" duties, they will be compensated based on the following:

- (a) A flat rate of fifty dollars (\$50.00) per "on-call" shift during the week. For the purposes of this section, a "shift" is defined as commencing at 5:00 p.m. and ending at 8:00 a.m. the following morning.
- (b) A flat rate of one hundred and fifty dollars (\$150.00) per weekend. For the purposes of this section, a weekend is defined as 5:00 p.m. Friday through 8:00 a.m. Monday.
- (c) In addition to the above, if the Employee is actually required to work as a result of being "on call", such hours will be paid at overtime rates in accordance with Article 19 of this Agreement.

#### ARTICLE 19 – OVERTIME

- 19.01 The working of overtime shall normally be voluntary. Under normal circumstances, all employees must receive prior approval from their supervisor before working overtime.
- 19.02 *Employees normally scheduled to work a forty (40) hour work week on a fixed shift basis shall be entitled to overtime pay on an hour for hour basis for all hours worked in excess of forty (40) hours in any given week up to forty-four (44) hours. Employees normally scheduled to work forty (40) hour work week on a shift basis which includes rotating days of work shall be entitled to overtime pay on an hour for hour basis for all hours worked in excess of eighty (80) hours on a bi-weekly basis. Employees shall be entitled to compensatory time off and Article 19.05 below shall apply accordingly. Hours worked in excess of forty-four (44) hours per week, shall be paid in accordance with Article 19:04 below.*
- 19.03 Employees normally scheduled to work a thirty-five (35) hour work week shall be entitled to overtime pay on an hour for hour basis for all hours worked in excess of thirty-five (35) hours in any given week up to forty-four (44) hours. Employees shall be entitled to compensatory time off and Article 19.05 below shall apply accordingly.
- Hours worked in excess of forty-four (44) hours per week shall be paid for in accordance with Article 19.04 below.
- 19.04 All time in excess of forty-four (44) hours worked in any given week shall be compensated as follows:

- (a) if the employee so elects, she shall be entitled to compensatory time off at a rate of one and one-half (1½) for each authorized hour worked in excess of forty-four (44) hours in any given week; or
- (b) alternatively, an employee may elect to be compensated at one and one-half (1½) times the employee's straight time hourly rate for each authorized hour worked in excess of forty-four (44) hours in any given week.

19.05 Compensatory time off shall be granted within sixty (60) days of the day on which the excess hours were worked at a time determined by the Employer. The Employer will take into consideration the wishes of the employee. An employee's request for time off under this Article shall not be unreasonably denied. Where such time off cannot be scheduled within the sixty (60) day period referred to above, the Employer will pay for each hour worked in excess of the employee's regular weekly hours of work pursuant this Article.

19.06 Where an employee has completed her regularly scheduled hours of work and, without prior notification, agrees to and is called in to work outside her regularly scheduled working hours, or without notification, agrees to and is called in on a paid holiday or other leave day, she shall receive credit for all hours worked with a minimum guarantee of four (4) hours except to the extent that such four (4) hour period overlaps or extends into her regularly scheduled shift in which case she shall be credited with the actual hours worked up to the commencement of her regular shift. Where no public transportation is available and the employee is unable to provide her own transportation, the Employer shall either provide transportation or reimburse the employee for any necessary cost for transportation to and from work.

19.07 Where an employee is required to perform unscheduled overtime work of an emergency nature and as a result incurs legitimate out-of-pocket expenses arising out of the care of the employee's dependants, the Employer shall reimburse the employee for such expenses, upon submission of receipts, provided they are reasonable.

19.08 For the purposes of this Article, the work week shall be defined as a period of seven (7) calendar days commencing 12:01 a.m. on Sunday and ending at 12:00 midnight the following Saturday.

19.09 When an employee is required to work a shift on any statutory holiday as set out in this Agreement, all hours worked shall be paid at time and one half (1 ½) the employee's regular straight time hourly rate. For purposes of clarity, payment of time and one half

(1 ½) for hours worked shall apply with respect to hours worked between 12:01 a.m. and midnight. An employee who works a scheduled overnight shift, which commences at 11:00 p.m. just prior to 12:01 a.m., will also receive time and one half (1 ½ for one (1) hour from 11:00 p.m. to 12:01 a.m. at the start of the shift.

## **ARTICLE 20 – LEAVES OF ABSENCE**

20.01 The Employer shall grant leave of absence without pay for legitimate reasons, provided that the Employer receives at least four (4) weeks' advance notice in writing (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer. The granting of such leaves shall not be arbitrarily denied. Employees when applying must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing, copied to the Union.

### **20.02 Pregnancy/Adoption Leave**

- (a) Applies only to full time employees, provided the employee has at least thirteen (13) weeks service, the Employer shall grant such leave, without pay, at the written request of the employee, for any period up to a maximum of fifty-two (52) weeks. During such leave, seniority for all purposes shall continue to accrue. The Employer may request a certificate from a legally qualified medical practitioner stating the expected birth date.
- (b) The Employer will continue to pay their share of the cost of M.S.P.P., life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits.
- (c) Employees shall be entitled to use vacation or other forms of leave provisions to extend their leave up to fifty-six (56) weeks.
- (d) At least sixty (60) days prior to the expiration of the approved pregnancy/adoption leave arrangements, employees may make written request for an additional leave of absence of up to fifty-two (52) weeks.

Such requests will be made in writing to the Executive Director, or her designate, who will advise the employee in writing within thirty (30) days of receipt of the request.

Applicable extended health care benefits provided under this Collective Agreement may continue, providing the premium costs of

such benefits are paid by the employee to the Employer during the extended leave period.

**20.03 Paid Pregnancy/Adoption Leave**

This Article applies to full time employees only. An employee entitled to pregnancy/adoption leave under this Article, who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Employment Insurance Benefit Plan. The S.U.B. payment is contingent upon acceptance of the S.U.B. Plan by E.I. for registration.

In respect of the period of pregnancy/adoption leave, payments made according to the S.U.B. Plan will consist of the following:

- (a) For the first two weeks, payments equivalent to one hundred percent (100%) of the salary which the employee would otherwise have earned during the period

**20.04 Parental Leave**

Applies to full time employees only, provided that the employee meets the definition of spouse as defined in this Agreement and has at least thirteen (13) weeks service, and is not eligible for pregnancy/adoption leave, she shall qualify for parental leave. Parental leave without pay shall be granted at the written request of the employee for any period up to a maximum of thirty-seven (37) weeks. It is understood that the employee will submit the written request two (2) weeks prior to the commencement of the leave. Such leave shall commence within thirty-five (35) weeks after the birth/adoption or after the child first comes into the custody or care of a parent. During such leave, seniority for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of the M.S.P.P., life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits. Employees shall be entitled to use vacation or other forms of leave provisions to extend their leave up to forty-one (41) weeks.

**20.05** It is understood that benefits coverage beyond the applicable statutory requirement under this section is subject to agreement of the insurance provider. The Employer agrees to make best efforts in undertaking to ensure agreement of the insurance provider is obtained.

20.06 **Paid Parental Leave**

This article applies to full time employees only. Any spouse not receiving pregnancy/adoption leave, provided she has thirteen (13) weeks service, on request in writing, leave of absence, with pay, shall be granted at the time of the birth/adoption of the child. Such leave of absence shall not exceed five (5) working days unless extended in writing by the Employer. Such leave shall commence within thirty-five (35) weeks of the birth/adoption at a time mutually agreed between the employee and the Employer. The Employer's agreement shall not be unreasonably denied.

20.07 Any employee, provided she has thirteen (13) weeks service, shall be granted, on request in writing, a leave of absence for up to five (5) paid working days for the purposes of assuming guardianship/custody of a child. For the purposes of this section, child does not refer to a foster child who is in the guardianship/custody of an Agency.

20.08 **Reinstatement**

Recognizing that the Employer exists to serve its clients and that service must be provided with as much continuity as possible, employees will be asked to advise the Employer, in writing, whether they intend to return to work on the expiration of such leaves or not. Employees who have advised the Employer that they do not intend to return to work following such leaves will be eligible for group insurance and medical benefits for the duration of their leave. Employee premium contributions (if any) will be paid monthly in advance for benefits to be continued.

If during pregnancy/adoption or parental leave, an employee who advised that she would not return to work following her leave changes her mind, she must advise the Employer immediately in writing. Should the employee's previous position have been permanently filled, the employee may be assigned to an existing vacancy in the area in which she was last employed or the employee will be placed on the recall list on the same basis as a laid off employee, pending a suitable vacancy in the area in which she was last employed. In either case such vacancy need not be posted, provided the returning employee fills the vacancy.

20.09 **Jury and Witness Duty**

An employee called for jury duty or subpoenaed as a witness shall receive for each day absent from regularly scheduled working hours, her regular pay for her regularly scheduled working hours,

providing the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court and pays to the Employer any fee received for each day of absence.

20.10 **Educational Leave**

The Employer agrees to grant educational leave on the following basis:

- (a) Any employee who has completed at least two (2) years of continuous service with the Employer may make written request for educational leave up to one (1) year in duration to attend an accredited college, university, graduate school, or training program, either in Canada or abroad, for the purpose of improving work oriented educational qualifications. It is agreed, however, that Employees shall have the right to request an extension of such leave, provided the request is received by the Employer a minimum of three (3) months in advance of the expiration of the initial leave.
- (b) Such requests will be made to the Executive Director or her designate, at least sixty (60) days prior to the requested commencement date of such leave, and the Director will advise the employee in writing within thirty (30) days of her decision regarding such a request. Such leaves shall not be unreasonably denied.
- (c) Should an educational leave of absence be granted, the employee's benefits and salary will be discontinued at the commencement of the leave and any remaining vacation entitlement will be paid to the employee. Seniority for all purposes shall continue to accrue during any such leave.
- (d) Sick leave credits will be retained but not accumulated during such leave and will be reinstated at the original levels upon return from educational leave.
- (e) The employee will advise the Employer, at least thirty (30) days in advance, of the date of her expected return. Should the employee's previous position have been permanently filled, the employee may be assigned to an existing vacancy in the area in which she was last employed or the employee will be placed on the recall list on the same basis as a laid off employee, pending a suitable vacancy in the area in which she was last employed. In either case, such vacancy need not be posted, providing the returning employee fills the vacancy.

20.11 **Bereavement Leave**

- (a) Bereavement Leave with pay shall be granted upon request for three (3) paid working days due to the death of a family member. This includes the death of: spouse, mother, father, son, daughter (including foster parent and foster daughter or son), aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian. Other significant person will be considered.
- (b) Additional leave with pay of up to two (2) paid working days may be granted where out-of-town travel beyond a one hundred (100) kilometre radius of Toronto is required. Other exceptional circumstances may be considered, and requests for such leave shall not be unreasonably denied.

20.12 Leave of absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, of twenty-five (25) days during each calendar year of this Agreement. The granting of this leave shall be subject to the following:

- (a) Not more than two (2) employees will be absent at any time;
- (b) Every reasonable effort will be made to provide the Employer with eight (8) weeks advance notice in writing. Minimally, however, such notice will be provided at least two (2) weeks in advance.
- (c) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.

## ARTICLE 21 – WORKLOAD

21.01 The parties recognize that workload should be addressed on an ongoing basis. It is hereby agreed that the Employer and the Union will continue to discuss workload issues as part of ongoing dialogue during the period of this Collective Agreement.

- (a) **The Employer**
  - Is committed to addressing the issue of workload and will remedy concerns arising with respect to this issue;
  - Conducts employer-wide workload reviews on a periodic basis and as required basis;

- Will share the results with the Union at Labour/Management meetings.

(b) **The Union**

- May provide input and suggestions at the Labour/Management meetings with respect to the established criteria for workload reviews;
- May provide information as to the impact of workload on bargaining unit employees;
- May provide suggestions to assist workers in managing their workload.

**ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

22.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of her wages and deductions.

22.02 When an employee is temporarily transferred to perform the duties of a higher rated position, the employee will continue to receive the pay for their position unless such transfer is anticipated to be one (1) shift or more in duration. If the transfer is anticipated to be one (1) shift or more in duration, then the employee shall be paid the job rate for such higher position for the time so worked. Where an employee is transferred to a lower paying position, their rate of pay shall not be reduced unless the transfer is made pursuant to the job posting provisions of this Agreement.

22.03 An employee handling cash (Personal Needs Allowance), public transit tickets or tokens, or other such property on behalf of the Employer, shall not be responsible for shortages, or damage to property, except in the case of criminal negligence. Notwithstanding the foregoing, the Employer may discipline employees for just cause where an employee acts in a manner which is negligent or irresponsible.

22.04 **Transportation Expenses**

- (a) An employee who is required by the Employer to use her vehicle in the course of performing her duties and responsibilities, will be entitled to receive a travel allowance of thirty (.30¢) cents per kilometre. It is understood and agreed that employees using their personal cars on Employer business shall maintain third party

liability insurance in an amount not less than one million dollars (\$1,000,000).

- (b) The Employer shall provide employees with public transportation tokens/tickets where an employee is required, as a normal part of her duties, to utilize public transit.
- (c) The Employer will designate a parking space at the facilities so that employees may park.
- (d) In addition to (a) above, the Employer will reimburse employees (upon receipt of a valid receipt by the twenty-fifth (25<sup>th</sup>) of each month) for parking and personal expenses incurred through the required use of a vehicle or out-of-pocket expenses for work related activities. Reimbursement for these expenses will be made on the thirtieth (30<sup>th</sup>) of each month.
- (e) Should an employee's vehicle be damaged or vandalized while working or on the Employer's premises, the Employer will reimburse the employee the cost of any repairs not otherwise paid for by any other source up to a maximum of three hundred dollars (\$300.00). To be eligible the employee must submit an incident report to the Employer within twelve (12) hours of the incident and the resulting damage. The employee must also provide the employer with information respecting her comprehensive vehicle insurance and proof that she has submitted an insurance claim.

#### **ARTICLE 23 – BENEFITS**

- 23.01 (a) All full-time bargaining unit employees shall be eligible for group benefits after three (3) months of employment. All benefits shall be extended to spouses (including same sex partners) and dependants.
- (b) For clarity, it is agreed that the Employer's only obligation with regard to the provision of the following negotiated group benefits is to pay the cost of any required premiums for the Plan(s).

#### **ARTICLE 24 – MULTI SECTOR PENSION PLAN**

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

24:01 "Plan" means a retirement vehicle as determined by the Union.

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

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay

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

"Eligible Employee" means full and part time employees in the bargaining unit who have completed five hundred (500) hours of service **and have completed their probationary period**

24.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to **two percent (2%)** of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to **three percent (3%)** of Applicable Wages to the Plan.

24.03 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.

24.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiated a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

24.05 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 24.05 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

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

the Trustees of the Plan in the form attached hereto as Schedule 'B'.

- 24.06 All disputes that any employee may have in relation to the Plan will be resolved in accordance with the procedures that are specified and prescribed by the Plan.
- 24.07 The Employer will remit the amount to the bank on a monthly basis, which shall be reflected on each employee's pay slip.

#### **ARTICLE 25 – LIFE INSURANCE PLAN**

- 25.01 The Employer shall pay one hundred percent (100%) of the premium rate for coverage of all full time bargaining unit employees under the group life insurance plan with Greatwest Life of Canada, and an Accidental Death and Dismemberment Plan according to the annual earnings of the employee, providing for life insurance equal to one (1) times the annual earnings of the employee. Dependant Life Insurance will be provided for dependants of all bargaining unit employees in accordance with the current terms provided to bargaining unit employees.

#### **ARTICLE 26 – INCOME MAINTENANCE PLAN**

- 26.01 The Employer shall pay one hundred percent (100%) of the premium rate for the Long Term Disability Plan, which is currently in effect.

#### **ARTICLE 27 – EXTENDED HEALTH CARE PLAN**

- 27.01 The Employer shall pay one hundred percent (100%) of the premium rate for the Extended Health Care Benefit Plan which is currently in effect and, which shall include both the Vision Care Plan and Drug Plan, for all full-time bargaining unit employees.

#### **ARTICLE 28 – DENTAL CARE PLAN**

- 28.01 The Employer shall pay one hundred percent (100%) of the premium rate for the Dental Care Benefit Plan, which is currently in effect for all full-time bargaining unit employees.

#### **ARTICLE 29 – BENEFITS FOR EARLY RETIREES**

- 29.01 The Employer agrees to provide coverage to retirees for the benefits provided in Article 27 (Extended Health Care Plan) and

Article 28 (Dental Care Plan) of the Collective Agreement, subject to the following provisions:

- (a) Employees who have been employed with Second Base Youth Shelter for a minimum of five (5) years prior to retirement;
- (b) The Employer shall pay for the cost of the above benefits based on the following formula: the percentage of premiums paid shall be two (2) times the employee's years of service with the Employer at early retirement;
- (c) This applies only to retirees between the ages of 55 and 64 inclusive and would include current and future retirees between these ages.

#### **ARTICLE 30 – JOINT BENEFITS COMMITTEE**

30.01 The Labour/Management Committee shall study and review the employee benefits programs annually and make improvements as are mutually agreeable. The Committee shall have full access to all pertinent information concerning benefit plans.

30.02 A copy of all policies and amendments of the benefits referred to in the aforementioned Articles shall be provided to the Union. In addition, the Employer shall once a year provide the Union with a copy of the financial/actuarial statement for all employee benefit plans.

30.03 The Employer may substitute another carrier for any benefit plan provided the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and shall provide to the Union, full specifications of the benefits programs contracted for.

#### **ARTICLE 31 – PAID HOLIDAYS**

31.01 Employees shall receive the following paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

31.02 Employees shall be additionally entitled to two (2) special leave days off with pay each calendar year. Such special leave days shall be taken on a date mutually agreed in advance between the employee and the Employer. Employee requests shall not be unreasonably denied.

- 31.03 Any Employee required to work on any holiday set out in Article 31.01 above shall be paid at the rate of one and one half (1 ½) times her regular straight time hourly rate of pay and shall be entitled to a day off with pay at a time mutually agreeable between the employee and the Employer. Employee requests shall not be unreasonably denied. If the employee so elects, she shall be entitled to compensatory time off, and Article 19 shall apply accordingly.
- 31.04 Where an employee is required to work authorized overtime in excess of her regularly scheduled hours of work on a paid holiday, or is called back to work after having completed a regular shift on a paid holiday, such employee shall receive two (2) times her regular straight time hourly rate of pay for such hour worked. If the employee so elects, she shall be entitled to compensatory time off, and Article 19 shall apply accordingly.
- 31.05 An employee shall be granted leave for a religious holiday, upon written request to the Employer at least two (2) weeks prior to the date of the religious holiday. An employee may use compensatory time, vacation, or may request substitution of the next public holiday following the religious holiday.
- 31.06 The parties agree that wherever practicable full time employees shall be given either Christmas Day or New Year's Day off.

## **ARTICLE 32 - VACATIONS**

32.01 For the purpose of computing vacations, the term "full year of service" shall refer to twelve (12) months of continuous employment.

Permanent full-time employees shall be entitled to vacations with pay in accordance with the following schedule:

- (a) For less than one (1) full year of service, employees shall be entitled to vacation with pay on the basis of .833 days per month of employment;
- (b) For one (1) to five (5) full years of service, four (4) calendar weeks of paid vacation;
- (c) For six (6) to ten (10) full years of service, five (5) calendar weeks of paid vacation;
- (d) For eleven (11) or more full years of service, six (6) calendar weeks of paid vacation.

- 32.02 Permanent part-time employees shall be entitled to vacations in accordance with the foregoing, but their vacation pay shall be prorated in the amount that their scheduled hours of work bears to the normal hours of work in that classification.
- 32.03 Relief employees shall have their vacation pay calculated on the basis of four percent (4%) of their gross annual earnings.
- 32.04 Vacation schedules shall be posted by April 1<sup>st</sup> of each year and shall not be changed without the consent of the employee. All vacation requests are to be submitted two (2) weeks prior to the April 1<sup>st</sup> deadline each year. Should any request be submitted after the vacation schedule has been posted, the Employer will endeavour to accommodate such request where reasonable and possible to do so.
- 32.05 An employee who has scheduled vacation may, on three (3) weeks' notice, request a change in their scheduled vacation. Approval of such change will not be unreasonably denied. It is understood that where a Relief worker has been scheduled to work in the place of such an employee and their request has been approved, the Relief worker cannot grieve the cancellation of her scheduled shifts. The Relief worker shall, however, be entitled to fill the shifts of the rescheduled vacation.
- 32.06 If there is a dispute over a respective vacation date between employees, seniority of an employee will be the governing factor, if the senior employee's request was submitted in accordance with this Agreement.
- 32.07 Permanent employees may take their vacation in a consecutive and unbroken manner. Employees may use banked compensatory time and/or other forms of leave in conjunction with vacation days. Vacations will normally be taken in the calendar year for which they are earned. By agreement of the Employer, an employee's vacation or part thereof may be carried over to the following year, provided it is completed by the end of the pay period in which March 31<sup>st</sup> falls. Such agreement will not be unreasonably withheld.
- 32.08 Where an employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled as outlined in this Article upon the return of the employee from sick leave. It is understood that illness shall include situations where an employee is off due to an occupational injury or

illness and is receiving W.S.I.A. benefits or awaiting adjudication of her claim.

- 32.09 A Permanent employee whose employment terminates at any time in the vacation year prior to using her earned vacation will be entitled to a proportionate payment of her vacation entitlement that was earned prior to the date of termination.
- 32.10 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 20.11. The portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.

### ARTICLE 33 – SICK LEAVE

- 33.01 Sick leave is defined as the period of time an employee is absent from work with full pay and benefits by virtue of being ill or disabled, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* (W.S.I.A.).

In determining eligibility for sick leave hereunder, the Employer shall take into consideration other than purely physical illnesses such as severe stress, anxiety or psychological exhaustion resulting directly from an employee's performance of job duties.

- 33.02 Full-time employees will accumulate sick leave credits at the rate of one and one-quarter (1 ¼) working days per four (4) weeks of employment. Permanent part-time employees will accumulate leave credits on a prorated basis.
- 33.03 Employees may accumulate sick leave credits from year to year to a maximum of eighty-five (85) days. Time off for vacations will be counted as active employment for the purposes of this Article.
- 33.04 The Employer may request a medical certificate as a condition of payment of any sick leave hereunder and/or evidence of the fitness of an employee to return to work after a period of three (3) or more days of illness.

Should the Employer require an employee to obtain a medical certificate, the Employer shall reimburse the employee for the cost of the medical certificate.

## ARTICLE 34 – WORKERS' COMPENSATION

- 34.01 All employees shall be covered by the Workplace Safety & Insurance Act, 1997. No employee shall have her employment terminated as a result of being absent from work with a compensable accident, where such absence is less than two (2) years. Where such absence is more than two (2) years, such employee shall not be terminated where there exists a reasonable possibility that the employee will be able to return to work in the foreseeable future. Notwithstanding the foregoing, the provisions of the Ontario Human Rights Code relating to disability and accommodation continue to apply.
- 34.02 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by the Workplace Safety & Insurance Act, 1997) shall receive from the Employer the difference between the amount payable for regular loss of earnings by the Workplace Safety & Insurance Act, 1997) and the rate of pay of their classification. If for any reason the employee's classification is eliminated, the difference paid shall be in comparison to an equal classification.
- Should an individual be initially denied their claim for W.S.I.A., and are awaiting an appeal of a pending settlement of the insurable claim, the employee shall continue to receive full pay and benefits of this Agreement for a period not to exceed sixteen (16) weeks. Should the appeal not be successful, the employee shall be responsible to reimburse the Employer for any monies paid through the value of vacation credits, sick leave, lieu time. Should the employee remain owing monies beyond that which is reimbursed as stated above, the Employer and the employee shall mutually agree on a repayment schedule which will be paid back within two (2) years.
- 34.03 In order to continue receiving their regular salary, the employee shall sign their compensation to the Employer. In return, the Employer shall indicate the amount received from the compensation as a deduction from gross income on the employee's income tax (T4) form.
- 34.04 An employee receiving payment for a compensable injury under Workplace Safety & Insurance Act, 1997) shall accumulate seniority and shall be entitled to all benefits under this Agreement.

- 34.05 While on Workers' Compensation, the Employer shall continue to pay its share of all premiums for employee benefit plans, including M.S.P.P., based on one hundred percent (100%) of earnings.
- 34.06 The Employer agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the Workplace Safety & Insurance Act, 1997), shall be reinstated in the position the employee held on the date of injury.

#### **ARTICLE 35 - MODIFIED WORK**

- 35.01 The Employer and the Union are jointly committed to re-integrating employees back into the workplace who have suffered a permanent full or partial injury or illness. The Employer and the Union will work together to identify work suitable for employees returning to work and requiring accommodation.
- 35.02 The Employer and the Union agree that employees, who have been off work due to injury, accident, or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.
- 35.03 The Employer shall notify the Union of the names of all bargaining unit employees off work due to a work related injury (whether or not the employee is in receipt of Workers' Compensation (W.S.I.B.) benefits) and those on L.T.D. by the 15th of each month.
- 35.04 The Employer agrees to supply the Union with a copy of the Workers' Compensation Board's (W.S.I.B.) Form 7 (Employer's Report & Accidental Injury or Industrial Disease) at the same time as the form is sent to the Board.
- 35.05.1 Prior to any bargaining unit employee returning on a modified work program, the Employer will notify the Union and the matter will be reviewed at a special meeting of the Labour/Management Committee.
- a) **MANDATE:**
- The Committee's terms of reference for this special meeting are to review the employment possibilities of these employees and to identify positions to which they could return, with or without modification(s).
- b) **OPERATION:**
- During its deliberations, the Committee will consider the employee's ability to return to work and their work limitations. The Committee

will identify work areas that could accommodate the employee's capabilities.

35.06

**PROCESS**

- a) Candidates for the modified work program are those employees who are unable to return to their former jobs, without modification, and are deemed to be fit for modified work.
- b) Employees shall be accommodated in the following manner and sequence:
  - i) the employee shall be returned to her own position, with or without modification as necessary, for a reasonable assessment period;
  - ii) when a suitable vacant position is identified at the same level and classification, the Committee will recommend that the employee be assigned to the position, with or without modification as necessary, for a reasonable assessment period;
  - iii) when a suitable vacant position is identified at a different level and classification and the employee has the necessary qualifications, the Committee will recommend that the employee be assigned to the position, with or without modification as necessary, for a reasonable assessment period.
- c) During this period, the Employer shall afford the employee a reasonable amount of orientation and training.

35.07

At any time during the assessment period, the employee may request a review or withdraw from the assigned modified work or from the program if she feels that further injury may result. The Employer may also suggest to the Committee that the employee be withdrawn if it is determined that the employee's health or well being is at risk. Any such action by the employee or the Employer must be supported by a medical evaluation.

35.08

The Committee may recommend that the assessment period be extended, if it is deemed to be beneficial.

35.09

An employee may be assigned to a vacant position and paid at the rate of the job being performed. If that rate is lower than the rate of the job they were working when injured they shall be paid at the higher rate and "red circled" until the rate of the job increases to their level of pay.

## **ARTICLE 36 – JOB CLASSIFICATIONS**

- 36.01 The Employer agrees to draw up job descriptions for all bargaining unit positions and a copy shall be provided to the Union within sixty (60) calendar days of ratification of this Agreement. When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description at least thirty (30) calendar days in advance of the Employer implementing such new or changed classification.
- 36.02 When a new classification is created, or the job content of an existing classification is changed, and/or an employee feels a job is unfairly or incorrectly classified, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

## **ARTICLE 37 – TECHNOLOGICAL CHANGE, RESTRUCTURING AND REORGANIZATION**

- 37.01 The Employer agrees to meet with the Union Executive, during the term of this Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to the introduction of technological changes, restructuring or re-organization which may have an affect on bargaining unit employees.
- 37.02 By the same token, if the Employer is considering the introduction of technological change, restructuring or re-organization which will have an affect on bargaining unit employees, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union.
- 37.03 At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the affect, if any, the change may have on the working conditions and terms of employment of the employees affected.
- 37.04 Provided such changes are not the direct result of insufficient funding, no employee covered under the Job Security provisions contained within this Agreement shall be laid off or have her regular

hours of work reduced because of the introduction of technological change, restructuring or re-organization.

- 37.05 Any bargaining unit employee who has her position declared redundant as a result of the introduction of technological change, restructuring or re-organization, shall have the ability to exercise their displacement rights pursuant to Article 17.03.
- 37.06 No bargaining unit employee who is displaced from her job due to the introduction of technological change, restructuring or re-organization will suffer a reduction in salary as a result of this change.
- 37.07 Training provided with respect to the introduction of technological change, restructuring or re-organization shall be given during hours of work. Any time devoted to training due to the foregoing shall be considered as time worked.

#### **ARTICLE 38 – AMALGAMATION, REGIONALIZATION AND MERGER**

- 38.01 In the event the Employer merges or amalgamates with any other body, the Employer will make its best effort in undertaking to ensure that:
- (a) Employees shall be credited with all seniority rights with the new Employer.
  - (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
  - (c) All work and services presently performed by members of CUPE shall continue to be performed by CUPE members with the new Employer.
  - (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employer.
  - (e) No employee shall suffer a loss of employment as a result of merger.
  - (f) Preference in location of employment with the merged Employer shall be on the basis of seniority, subject to the employee's ability to meet the normal requirements of the job after a familiarization period of fifteen (15) days.

38.02 Notice of regionalization, amalgamation and/or merger, shall be given to the Union in writing ninety (90) calendar days prior to any intent by the Employer to implement the above.

#### **ARTICLE 39 – HEALTH & SAFETY**

39.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions, which are a hazard to the health, and safety of employees. The parties agree to comply with the *Occupational Health and Safety Act*.

39.02 A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. The Health and Safety Committee shall hold meetings every third month or more frequently if required. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.

39.03 Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting and to time off work with no loss of seniority or pay in order to attend educational courses and seminars sponsored by the Union for instruction and upgrading on health and safety matters. Time spent in Committee meetings or investigations shall be considered time worked and shall be paid for in accordance with the terms of this Agreement.

#### **39.04 Health and Safety Complaint/Resolution Procedure**

##### **1. POLICY**

- (a) The Employer will employ sound theory and practices in its efforts to promote employee health and safety and will give detailed consideration to methods of operation, including the determination of relevant policy and procedures, which support employee health and safety.
- (b) All employees undertake, collectively and individually, to maintain appropriate standards of health and safety and to comply with all relevant laws, rules, regulations, policies and procedures in their regard.
- (c) The Employer will give detailed consideration to the development and implementation of appropriate staff training and development to promote employee health and safety.

## 2. COMPLAINT PROCEDURE

- (a) For the purposes of this procedure, a complaint is defined as a difference arising between an individual employee and the Employer relating to specific direction, which in the view of the employee places her at unacceptable risk. For clarification purposes, this procedure is not meant to replace the provisions of the *Occupational Health and Safety Act* regarding an employee's right to refuse or to stop work where she has reason to believe her safety is in danger with respect to health and safety.
- (b) An employee will first give her immediate supervisor the opportunity of resolving her complaint. The complaint will be discussed between the employee and her immediate supervisor within twenty-four (24) hours after the circumstances occurred or had come to the attention of the employee. The supervisor will give her response to the complaint within twenty-four (24) hours.
- (c) Failing resolution and within twenty-four (24) hours of the supervisor's response, the employee may request, through her Union representative, a meeting to present her complaint to the Executive Director or their designate. Prior to this meeting, the employee will submit a statement of her complaint, in writing, to the Executive Director, with a copy to her immediate supervisor. Such meeting shall be held within three (3) days of receipt of the complaint in writing. A bargaining unit employee may request a Union representative be present. The Executive Director or their designate shall deliver their decision within two (2) days following the date of such meeting.
- (d) Any time lines outlined in this procedure may be extended as circumstances might reasonably require or as agreed to by the parties concerned.
- (e) The Executive Director will advise the Joint Union/Management Health and Safety Committee of all complaints and their outcome under items 2(b) or 2(c) above.
- (f) Notwithstanding the above, nothing herein shall prevent an employee from exercising any rights provided under the *Occupational Health and Safety Act* of Ontario, or this Agreement.

### a) **Definition of Violence**

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of employment. This includes the application of force, threats with or without

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

**b) Violence Policies and Procedures**

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the code of conduct for staff, residents or clients, prevention of violence, the management of violent situations and the provision of legal counsel and support to employees who have faced violence. The policies and procedures shall be part of the Employer's health and safety policy and written copies shall be provided to each employee.

**c) Training**

The Employer agrees to provide training and information on the prevention of violence to staff to all employees who come into contact with potentially aggressive persons. The training programme will include adequate opportunities for participation by union instructors.

All employees working in areas where there is a risk of violence shall be trained with a course including but not limited to: causes of violence; factors that precipitate violence; recognition of warning signs; prevention of escalation; controlling and diffusing aggressive situations.

**ARTICLE 40 – SPECIALLY FUNDED POSITIONS**

40.01 It is recognized that, from time to time the Employer engages the services of temporary contract Employees to fill short-term, specially funded positions.

(a) Where the Employer receives such funding, it shall so notify the Union and the position shall be posted pursuant to the job posting provisions of this Agreement. Where the temporary position is filled by a current bargaining unit Employee, the Employee shall be seconded to the temporary position, it being understood that at the conclusion of the temporary assignment, the Employee shall be entitled to return to her former position.

(b) Where the temporary position is filled externally and such employment is less than one (1) year, such person may be laid off, without regard to seniority notwithstanding the provisions of this Agreement, providing she receives no less than six (6) weeks notice of layoff, after which, the layoff and recall provisions of this Agreement shall apply accordingly.

- (c) Should such employment referred to in (b) above continue in excess of one (1) year, such person shall be considered a permanent Employee under the terms of this Agreement and all of the provisions of Article 17 shall apply.

#### ARTICLE 41 – LEGAL LIABILITY

- 41.01 The Agency agrees to provide employees with professional liability insurance. The Agency further agrees to provide the Union with a bona fide copy of the insurance policy.
- 41.02 The employee will be entitled to review and agree on the appointment of a solicitor to represent her from the list of the legal firms who provide civil litigation or defence of criminal charges for the insurance company.

#### ARTICLE 42 – JOB SECURITY

- 42.01 The Employer shall not contract out any work usually performed by members of the bargaining unit, unless mutually agreed to by the parties.
- 42.02 The Employer will, during the terms of this Agreement, explore all other options before considering any bargaining unit layoffs. At any time where there has been a core or special funding reductions, the Employer and the Union will meet to explore all alternative options to layoff.

#### ARTICLE 43 – PRESENT CONDITIONS AND BENEFITS

- 43.01 *All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess will continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union. **Such agreement shall not be unreasonably withheld.** Where any modification has been mutually agreed to, it is understood it is binding on all parties.*
- 43.02 The parties agree that vacation credits, compensatory time credits, sick leave credits, and personal preference day credits which were accrued prior to the date of ratification will be retained and applied in accordance with the Collective Agreement following the date of ratification.

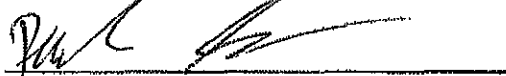
**ARTICLE 44 – COPIES OF AGREEMENT**

44.01 The Union and the Employer desire bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print at its own cost sufficient copies of the Agreement, in a union shop, within eight (8) weeks of the signing of this Agreement. For this reason, the parties shall take turns absorbing the costs of printing the Agreement within eight (8) weeks of signing.

**ARTICLE 45 – DURATION**

45.01 This Agreement shall be in effect from the date of ratification and shall remain in effect up to and including March 31, 2011, and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days prior to the date of termination that it desires amendments.

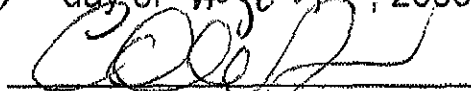
DATED at TORONTO, ONTARIO this 13<sup>th</sup> day of August, 2009.



Paul Taylor

(ED)

For the Employer



H. W. [unclear]

For the Union

## SCHEDULES 'A', 'B', 'C' & 'D' - WAGES

### Schedule A Wages

Effective 31-December -08

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Youth Worker	17.60	18.17	18.66	19.16	19.68
Team Leader	18.16	18.66	19.15	19.68	20.21
Team Leader / Drop In Worker	18.16	18.66	19.15	19.68	20.21
Housing Worker	18.16	18.66	19.15	19.68	20.21
Youth Worker (Relief)	16.83	17.27	17.72	18.20	18.69
Team Leader (Relief)	17.26	17.71	18.18	18.68	19.17
Kitchen Assistant	15.99	16.43	16.88	17.35	17.83
Vol. Co-ordinator	17.17	17.65	18.14	18.66	19.17
Fundraising Co-ordinator	18.50	19.03	19.56	20.10	20.67
Admin. Assistant	17.16	17.64	18.13	18.65	19.16

Full time employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range, but not to exceed the maximum of the range. Where the employer can demonstrate bona fide poor performance issues, an employee's annual increment may be delayed by a maximum of 3 months. The Employer will notify the union of its intent to delay increments for any bargaining unit Employee prior to taking such action. For part-time and relief employees they will receive their step increments after every 2080 hours worked.

Youth Worker	2.8%	2.8%	2.8%	2.8%	2.8%
Team Leader	2.8%	2.8%	2.8%	2.8%	2.8%
Youth Worker (Relief)	3.0%	3.0%	3.0%	3.0%	3.0%
Team Leader (Relief)	2.9%	2.9%	2.9%	2.9%	2.9%
Kitchen Assistant	3.0%	3.0%	3.0%	3.0%	3.0%
Vol. Co-ordinator	2.9%	2.9%	2.9%	2.9%	2.9%
Fundraising Co-ordinator	2.7%	2.7%	2.7%	2.7%	2.7%
Admin. Assistant	2.8%	2.8%	2.8%	2.8%	2.8%

March 31 2006

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Youth Worker	17.12	17.67	18.15	18.63	19.14
Team Leader	17.67	18.15	18.63	19.14	19.66
Youth Worker (Relief)	16.34	16.77	17.21	17.67	18.15
Team Leader (Relief)	16.77	17.21	17.67	18.15	18.63
Kitchen Assistant	15.52	15.95	16.39	16.84	17.31
Vol. Co-ordinator	16.69	17.15	17.63	18.13	18.63
Fundraising Co-ordinator	18.01	18.52	19.04	19.57	20.12
Admin. Assistant	16.69	17.15	17.63	18.13	18.63

2009 Pay Equity Adjustment	Full Time Staff	0.27
	Relief Staff	0.23

Schedule B Wages  
Effective 1-January -09

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Youth Worker	17.91	18.40	18.90	19.42	19.95
Team Leader	18.40	18.90	19.41	19.94	20.48
Team Leader / Drop In Worker	18.40	18.90	19.41	19.94	20.48
Housing Worker	18.40	18.90	19.41	19.95	20.48
Youth Worker (Relief)	17.00	17.46	17.93	18.42	18.92
Team Leader (Relief)	17.48	17.94	18.41	18.90	19.40
Kitchen Assistant	16.21	16.67	17.13	17.61	18.10
Vol. Co-ordinator*	17.19	17.67	18.15	18.66	19.17
Fundraising Co-ordinator*	18.50	19.02	19.56	20.10	20.67
Admin. Assistant	17.43	17.91	18.40	18.91	19.43

\* Role has achieved Pay Equity Target

Full time employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range, but not to exceed the maximum of the range. Where the employer can demonstrate bona fide poor performance issues, an employee's annual increment may be delayed by a maximum of 3 months. The Employer will notify the union of its intent to delay increments for any bargaining unit Employee prior to taking such action. For part -time and relief employees they will receive their step increments after every 2080 hours worked.

CBA Increase 2009  
 Schedule C Wages  
 Effective 31-March-09

1.50%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Youth Worker	18.18	18.67	19.18	19.71	20.25
Team Leader	18.67	19.18	19.70	20.24	20.79
Team Leader / Drop In Worker	18.67	19.18	19.70	20.24	20.79
Housing Worker	18.67	19.18	19.70	20.25	20.79
Youth Worker (Relief)	17.25	17.72	18.20	18.70	19.20
Team Leader (Relief)	17.74	18.21	18.69	19.18	19.69
Kitchen Assistant	16.46	16.92	17.39	17.87	18.37
Vol. Co-ordinator	17.45	17.93	18.43	18.94	19.46
Fundraising Co-ordinator	18.78	19.31	19.85	20.41	20.98
Admin. Assistant	17.69	18.18	18.68	19.19	19.72

Full time employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range, but not to exceed the maximum of the range. Where the employer can demonstrate bona fide poor performance issues, an employee's annual increment may be delayed by a maximum of 3 months. The Employer will notify the union of its intent to delay increments for any bargaining unit Employee prior to taking such action. For part -time and relief employees they will receive their step increments after every 2080 hours worked.

CBA Increase 2010

1.50%

NOTE: WAGES BEFORE 2010 PAY EQUITY  
ADJUSTMENT

Schedule D Wages

Effective 31-March-10

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Youth Worker	18.45	18.95	19.47	20.01	20.55
Team Leader	18.95	19.47	20.00	20.54	21.10
Team Leader / Drop In Worker	18.95	19.47	20.00	20.54	21.10
Housing Worker	18.95	19.47	20.00	20.54	21.10
Youth Worker (Relief)	17.51	17.99	18.47	18.98	19.49
Team Leader (Relief)	18.00	18.48	18.97	19.47	19.99
Kitchen Assistant	16.70	17.17	17.65	18.14	18.65
Vol. Co-ordinator	17.71	18.20	18.70	19.22	19.75
Fundraising Co-ordinator	19.06	19.60	20.15	20.71	21.29
Admin. Assistant	17.95	18.45	18.96	19.48	20.02

Full time employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range, but not to exceed the maximum of the range. Where the employer can demonstrate bona fide poor performance issues, an employee's annual increment may be delayed by a maximum of 3 months. The Employer will notify the union of its intent to delay increments for any bargaining unit Employee prior to taking such action. For part -time and relief employees they will receive their step increments after every 2080 hours worked.

## LETTER OF UNDERSTANDING

### JOINT SCHEDULING COMMITTEE

As Awarded by Arbitrator L. Davie

The parties agree to establish a joint Scheduling committee, consisting of an equal number of Employer and Union representatives. Membership, frequency and time of meetings other details of the Committee's functioning will be subject to agreement between the Employer and the union. Meetings of the joint Scheduling committee shall be held during normal working hours and time spent attending such meetings shall be considered time worked for all purposes and shall be paid at the employee's normal rate on a straight time basis. Time spent outside of regular hour by employees attending the joint Scheduling Committee meeting will be paid for at the employee's normal rate of pay on a straight time basis.

The Purpose of the joint Scheduling committee is to review and develop schedules in accordance with the following principles:

1. Schedules shall be consistent with Article 18-Hours of work (as amended by the Negotiations for this collective Agreement) and Articles 7:01- management's rights.
2. Where a schedule is agreed upon by members of the joint Scheduling committee and subsequently ratified by the Employer and the union, it will be binding on all concerned until such time as either party gives notice to the other that it wishes the Joint Scheduling Committee to consider changes to the Schedule, and a new schedule is agreed upon, or failing agreement, is implemented in accordance with the terms of the collective agreement, including Article 18 and 7.
3. Schedules developed shall not be read or construed as a guarantee to provide work for any particular employee, or any number of employees. Employees may be required to rotate the days on which they work, but shall not be required to rotate shifts. i.e. employees who work on the overnight shift shall not be scheduled to work the day/evening shift and vice versa. Where employees are required to rotate their days of work they shall, wherever possible, be assigned to a schedule which maximizes consistency and predictability in their schedule for week to week having regard to the number of consecutive days worked.
4. The employer will maximize the use of full time employees. the Joint Scheduling committee will work towards solutions to difficulties experienced by the Employer in recruitment, and in scheduling as it

impacts on recruitment, and on developing strategies and schedules which will reduce the use of outside agency staff.

5. In developing schedules, the Joint Scheduling Committee shall, in addition to any other factors which it deems relevant, consider the level of service to be provided to the residents having regard to the financial resources of the employer, and the health and Safety of residents and staff. With respect to this last factor, the parties agree that wherever possible it is preferable, although not mandatory, to have the minimum staffing complement of three (3) employees, per shift (on night shifts, where the complement is three employees, one employee will be a combined awake/asleep position). At least one person per shift shall overlap for one-half (1/2) hour with the next shift.

## LETTER OF UNDERSTANDING

### Extreme Weather Alert Program

The parties acknowledge that the Agency may participate in the City of Toronto's Extreme Weather Alert Program. As such, it is recognized that from time to time the City of Toronto may issue an "Extreme Weather Alert" when the temperature is anticipated to fall below -15 degrees celsius. In these cases, Second Base (Scarborough) Youth Shelter is able to increase its capacity by up to ten (10) youth on an emergency basis.

**Where the Agency agrees to participate in the Extreme Weather Alert program, the following shall apply:**

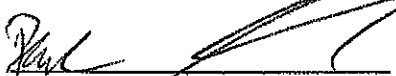
It is agreed and understood that the Extreme Weather Alert contract position will be posted internally for seven (7) calendar days and a copy of said posting shall be mailed to each Shelter Relief Worker at their home address. For the purposes of this agreement, only current Shelter Relief Workers will be considered for this contract position and Article 13.04 shall apply accordingly. This contract will run for the period of November through March of each year the Agency participates in the Program.

Upon the Employer receiving notification of an Alert, the Extreme Weather Alert Worker will be called in to work a shift. For the purposes of this position, a shift is defined as 9:00pm through to 9:00am. The worker shall only be responsible for administrative requirements and shelter needs associated with the additional youth, as well as recording and distributing the P.N.A.'s and required bus tokens to them. It is understood and agreed that the Extreme Weather Alert Worker shall not perform any other bargaining unit work covered under the terms of the Collective Agreement.

The Extreme Weather Alert Worker shall receive the applicable per diem rate per shift as allocated by the City of Toronto.

It is further agreed and understood that, where the Extreme Weather Alert Worker is unable to fill the available shift, the offer of work shall be made to those bargaining unit employees who indicated an interest in being a back-up. The offer of work shall be made by seniority and the bargaining unit employee filling the shift shall then receive the applicable per diem rate.

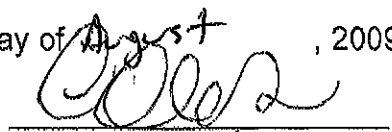
DATED at TORONTO, ONTARIO this 13<sup>th</sup> day of August, 2009.

  
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Paul Taylor  
\_\_\_\_\_

(ED)  
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For the Employer

  
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K. Walcott  
\_\_\_\_\_

For the Union

## LETTER OF UNDERSTANDING

### Work Experience

The parties agree to participate in a placement of students or other persons within Second Base (Scarborough) Youth Shelter for the purpose of gaining work experience. The following conditions shall apply to all placements:

1. Participation in a work experience placement by a bargaining unit employee is completely voluntary.
2. (a) A work experience placement is not to be made when such placement will replace an employee who is on lay-off or whose job has been eliminated due to budget cuts or "downsizing", nor shall such placement be used to avoid hiring an employee.  
  
(b) Should an assigned bargaining unit employee "trainer" be laid off during the placement, the placement will be terminated.
3. No bargaining unit employee will be held liable or responsible for the improper action of any individual participating in a work experience placement.
4. A person placed with the Employer in a work experience shall be subject to the requirement of an acceptable criminal record check.
5. A person placed with the Employer in a work experience is not an employee nor entitled to any preference over any employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
6. At no time will an individual be placed in a workplace during a strike or lockout between the Union and the Employer. If a strike or lockout occurs during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved.
7. If a bargaining unit employee has agreed to supervise an individual on a work experience placement, she will be provided with adequate time to work with the individual.

The Employer and the Union agree that the following will provide the framework within which work experience placements shall operate.

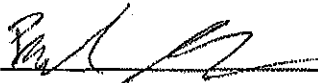
The following terms and conditions must be met in order for a work experience placement to be acceptable:

1. For the purpose of this agreement, work experience placements are identified as follows:
  - (a) A work experience placement is designed to introduce individuals to specific work experiences and skills by placing the individual in a

working environment in order that the individual can experience first hand the demands of the workplace, jobs and skills they will face when entering the work force.

- (b) Such placement shall not exceed one (1) year without mutual agreement between the parties.
- 2 (a) Before the Employer enters any agreement, the Union will receive written notification of the intent to place an individual on work experience.
- (b) If concerns arise which cannot be resolved by the Employer and the Union, such placement may be terminated.
- 3. General occupational health and safety training shall be given to an individual prior to a Work Experience placement.
- 4. Prior to the start of a placement the individual will be given an orientation by a Union Representative as to the role of the Union in the workplace.
- 5. It is the responsibility of the Employer to ensure that the individual has all appropriate safety equipment needed for that work site as required by the Workers' Compensation Board.
- 6. The individual on a work experience placement must be supervised at all times when performing hands on work and will not do any tasks which have not been approved by the Employer and the Union as part of their training program experience.
- 7. Wherever possible, individuals will not be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible individuals must be given instruction concerning the protection of confidentiality.
- 8. Regular meetings between the Union and the Employer will be held to discuss the status of work experience placements.

DATED at TORONTO, ONTARIO this 13<sup>th</sup> day of August, 2009.

  
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Paul Taylor  
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(ED)  
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For the Employer

  
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Kivalley  
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For the Union