

COLLECTIVE AGREEMENT

- between -

**THE GOOD NEIGHBOURS' CLUB
O/A HAVEN TORONTO**

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES
and its LOCAL 2289-05**

Expiry Date

December 31, 2022

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ARTICLE 1 – PREAMBLE

- 1.1 It is the purpose of both Parties to this Agreement:
- a) to maintain harmonious and mutually respectful relations between the Employer and its Employees;
 - b) to recognize the value of joint discussions concerning changes to working conditions;
 - c) to encourage efficiency in operations;
 - d) to provide a mechanism for the amicable adjustment of grievances which may arise; and
 - e) to ensure that there is an effective and efficient delivery of all programs.
- 1.2 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.
- 1.3 The Employees will endeavour to work together with the Employer to assure the best possible service.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.1 The Employer recognizes the Union as the sole Collective Bargaining Agent for all Employees of the Employer in the City of Toronto save and except Executive Director, Manager of Finance and Administrative, Director of Development and Community Relations and positions at or above the level of Manager.
- 2.2 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 2.3 No Employee shall enter into any other agreement with the Employer, which may conflict with the terms of this Agreement.

ARTICLE 3 – NO DISCRIMINATION & NO SEXUAL HARASSMENT

- 3.1 The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code and agree that no Employee covered by this Agreement shall be discriminated against contrary to that Act.
- 3.2 For the purposes of this Agreement, "disability" shall be defined as follows:
"disability" means;

- a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes HIV infection, diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
 - b) a condition of mental impairment or a developmental disability;
 - c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
 - d) a mental disorder; or
 - e) an injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997* ("handicap").
- 3.3 Any Employee who has become unable to perform the normal and regular duties of his/her job as a result of a disability shall be given consideration for work within such Employee's skills, qualifications and capabilities. To the extent that the Employer can provide such work, this position would not be subject to a job posting under Article 18, nor could such Employee displace another Employee as a result of this Article.
- 3.4 The Employer and the Union acknowledge that there shall be no discrimination on the grounds of disability by the Employer where the Employee is incapable of performing or fulfilling the essential duties or requirements of his/her position because of disability, or where the Employee cannot be accommodated without undue hardship on the Employer considering the cost, outside sources of funding, and health and safety requirements.
- 3.5 Union Membership - The Employer and the Union agree that there shall be no intimidation, restraint or coercion exercised or practiced with respect to any Employee by reason of his membership or activity, or non-membership or lack of activity in the Union.

ARTICLE 4 – UNION SECURITY

- 4.1 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 levied by the Union on its members.
- 4.2 The Employer agrees to forward Union dues that have been deducted from an Employee's pay to the Union monthly by the 15th day of the month following the month in which the deductions are made.
- 4.3 The Employer will, at the time of making each remittance hereunder to the Secretary Treasurer of the Union, supply a statement showing names and classifications of Employees and their gross wages paid for the month in respect of which dues are being remitted.

- 4.4 The Union will indemnify and save the Employer, its agents, and/or Employees, harmless from any claims, or any liability arising out of suits, judgments, attachments, and from any and all forms of liability as a result of any deduction(s) from wages in respect of check-off of dues or fees, assessments or any action taken at the request of the Union.
- 4.5 When Income Tax T-4 slips are prepared, the Employer will type, on each slip, the total amount deducted during the subject year from the Employee's wages pursuant to this Article in respect of regular Union dues.
- 4.6 The Employer agrees to provide the Union Steward with an opportunity to interview new Employees for a period of up to fifteen (15) minutes within the first two (2) weeks of commencement of employment. The purpose of this meeting is to acquaint such Employees with the role of the Union and the terms of this Agreement. Such meeting will be held at a time and location mutually agreed upon between the Steward and the Employee's Supervisor.
- 4.7 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or his or her designate) to the Union Steward, with a copy to the CUPE National Representative.
- 4.8 No Employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the Management of the Employer.

ARTICLE 5 – NO STRIKES AND NO LOCKOUTS

- 5.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, neither it nor its representatives will authorize, call, direct or take part in any strike, picketing, slowdown or stoppage of or interference with work in or about the Employer's premises or premises at which the Employer provides any of its services.
- 5.2 In the event that Employees engage in any of the activities described by paragraph 5.1 above, the Union and its representatives (including Stewards) will instruct the Employees to cease such activity forthwith, return to work and perform their usual duties.
- 5.3 The Employer agrees that it will not threaten, cause or direct any lockout of its Employees for the duration of this Agreement.
- 5.4 The words "strike" and "lockout" shall also have the meaning given to those words in the *Ontario Labour Relations Act*.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 The Union recognizes and acknowledges that all Management rights and prerogatives, the direction of the working forces, and the Management of the Employer's Agency, are vested exclusively with the Employer and without limiting the generality of the foregoing, the exclusive functions of the Employer shall include the following rights:
- a) to operate and manage the organization in every and in all respects;
 - b) to maintain order, discipline, and efficiency amongst its Employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its Employees; the Employer reserves the right to amend or introduce new rules from time to time; proposed amendments to existing rules, or the proposed introduction of new rules, will be discussed at Labour/Management Committee meetings;
 - c) to select, hire, retire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline Employees for just cause, provided that a claim that an Employee who has completed probation has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
 - d) to establish standards of service; to amend or modify standards; to determine new methods to be used; to determine the requirements of a job and the qualifications of an Employee to perform the work required;
 - e) to determine the nature and kind of services provided by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of equipment to be used, the methods of operating and control of materials, goods or equipment to be used, the control of materials and parts, the quality and quantity of services;
 - f) to have the right to plan, direct and control the work of the Employees, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new and improved methods, facilities, combine or split up departments, or classifications, or work locations, work schedules, and to increase or reduce personnel in any particular area, or on the whole, and the number of Employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to establish starting and quitting times, to assign Employees to shifts as required;
 - g) to determine the number of shifts, schedules of work, requirements, to select and retain Employees for positions excluded from the bargaining unit, to determine new methods to use, and to determine the requirements of a job and the qualifications of an Employee to perform the work required;
 - h) to properly supervise each Employee and to complete a written evaluation of each Employee annually; and
 - i) to exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement, or any predecessor Agreement, except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

- 6.2 Failure by the Employer to exercise any of its Management rights shall not be considered as a waiver or abandonment of any of such rights nor shall it preclude the Employer from exercising the same in some other way, which is not in conflict with the express provisions of this Agreement.
- 6.3 All Management rights and prerogatives will exist except as they are expressly modified or restricted by the terms of this Agreement.

ARTICLE 7 – UNION/EMPLOYER COOPERATION

- 7.1 The Union and the Employer agree to co-operate in the pursuit of their objectives which include efficiently and effectively providing counseling and support to financially disadvantaged, unemployed or unemployable, under housed and homeless senior men in Toronto.
- 7.2 The Parties acknowledge that volunteers have been utilized in the past, and continue to be utilized, by the Employer to assist with tasks to be performed by the Employees. The Parties acknowledge the value of the contributions of volunteers towards achieving the goals of the Employer and recognize that the increased use of volunteers is one way to improve the quality and efficiency of services offered by the Employer to its clients. However, the Employer agrees that the use of volunteers will not result in the reduction of the regular working hours of any regular full-time Employees' positions.

ARTICLE 8 – APPOINTMENT OF UNION STEWARD/BARGAINING COMMITTEE

- 8.1 The Employer recognizes the right of the Union to appoint or otherwise elect two (2) Employees as Stewards, one of whom will be the Chief Steward.
- 8.2 Stewards shall be permanent Employees of the Employer in the bargaining unit and shall have successfully completed probation.
- 8.3 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- 8.4 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 8.5 A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Union who have successfully completed the probationary period. The Union will advise the Employer of the Bargaining Committee members. The Union Bargaining Committee will receive their regular rate of pay and applicable benefits while attending at negotiations for days, which they otherwise would have worked, but for negotiations up to, but not including, conciliation. It is understood that hours spent in negotiations shall not be counted as time worked for the purposes of calculating overtime entitlement.

- 8.6 The Employer agrees to meet with the Union Bargaining Committee to negotiate a renewal of this Agreement.
- 8.7 **Union Representative Visits:** A representative of the Canadian Union of Public Employees shall be allowed access to the Employer's premises to assist Employees in grievance meetings and all matters arising out of this Agreement provided that he/she first obtains the Employer's approval on at least two (2) hours' notice in advance of the planned arrival. The Union representative shall not interfere with or disrupt the services provided by the Employer.
- 8.8 The Union acknowledges that Stewards have regular duties to perform on behalf of the Employer and that such persons must continue to perform their regular duties, and that so far as possible, all activities of the Union and the Stewards will be carried on outside regular working hours unless otherwise permitted by the Employer or pursuant to this Agreement.
- 8.9 It is agreed that the Union and the Employees may not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without the express written permission of the Employer.
- 8.10 Where a Steward is permitted to be temporarily absent from his/her regularly scheduled hours of work, in order to attend to processing a grievance, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside of his/her regular hours of work. The Employer reserves its right to limit the length of any absence if it deems the time so taken to be excessive, which right shall not be exercised unreasonably. It is understood that only one (1) Steward is required to process a grievance.

ARTICLE 9 – DEFINITION OF A GRIEVANCE

- 9.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

ARTICLE 10 – GRIEVANCE PROCEDURE

Complaint

- 10.1 It is the mutual desire of the Parties hereto that complaints of Employees shall be adjusted as quickly as possible and it is understood that an Employee has no grievance until he/she has first given the Employer an opportunity to adjust his/her complaint.
- 10.2 If an Employee has any complaint or question, which he/she wishes to discuss, he/she shall take the matter up with the Executive Director or his/her designate within ten (10) working days after the circumstances giving rise to the complaint or question has originated or occurred.
- 10.3 If such complaint or question is not settled to the satisfaction of the Employee concerned, within a period of two (2) working days following advice of the Executive Director or his/her designate's decision, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

- 10.4 Should differences arise between the Employer and an Employee as to the interpretation, application, administration, or alleged violation of this Agreement, work shall continue as directed by the Employer and an effort shall be made to settle such differences in accordance with the following grievance procedure.

Grievance Procedure

- 10.5 All grievances shall be taken up in the following manner:

Step No. 1

An Employee having a grievance shall submit the grievance, in writing (signed by the grievor and a Union Steward) to the Executive Director or his/her designate within ten (10) working days of the actual occurrence giving rise to the grievance. The grievance will set out the nature of the grievance, the remedy sought, and the provisions of this Agreement, which are alleged to have been violated, in clear and concise terms. A meeting will then be held between the Executive Director, or his/her designated representative, and the Employee with ten (10) working days. It is understood that at such a meeting, the Executive Director or his/her designated representative, may have such counsel and/or assistance as he/she may desire and that the Employee may have a Union Representative and a Steward present at the request of either the Employee or the Employer. The decision of the Executive Director or his/her designated representative, shall be given in writing within three (3) working days following the meeting.

Step No. 2

Should the Executive Director or his/her designated representative, fail to render a written decision as required in Step No. 1 or (failing settlement of any grievance under the foregoing procedures), arising from a grievance as defined in Article 9.1, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received as required by this Agreement, within seven (7) working days after the decision under Step No. 1 is given or within fifteen (15) working days following the meeting under Step No. 1 of the grievance procedure, the grievance shall be deemed to have been settled and abandoned and the same grievance shall not be made the subject matter of a further grievance.

- 10.6 At each Step of the grievance procedure, the grievor shall have the right to be present. At no time may an Employee or group of Employees file a grievance on behalf of another Employee.
- 10.7 Any of the time allowances referred to above may only be extended by the mutual written consent of the Parties.
- 10.8 In this Agreement, for the purposes of determining time within which any action is to be taken or completed with respect to the grievance procedure or arbitration, "working days" are those days that are exclusive of Saturdays, Sundays and paid holidays.
- 10.9 No matter may be submitted to arbitration, which has not been properly carried through all Steps of the grievance procedure.

ARTICLE 11 – DISCIPLINE, SUSPENSION AND DISCHARGE GRIEVANCE

- 11.1 In the event an Employee, who has completed probation, is disciplined, discharged or suspended from employment and the Employee feels that the discipline, discharge or suspension is unjust, the case may then be taken up as a grievance.
- 11.2 Such grievance shall proceed directly to Step No. 1 of the grievance procedure and must be presented in writing, dated and signed, within five (5) working days after notice of the discipline, suspension or discharge was given, or within five (5) working days after the Employee ceases to work for the Employer, whichever is the earlier.
- 11.3 During the probationary period, an Employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. No grievance shall be filed by a probationary Employee or the Union that the discipline or dismissal of a probationary Employee was not for just cause.
- 11.4 When an Employee is called to a meeting with a representative of the Employer, at which discipline will be discussed, the Employee is entitled to have a Union Steward present during the meeting.
- 11.5 At a prearranged time with the Employer, and in the presence of a representative of the Employer, an Employee will have access to his personnel file. The Employee will be permitted to have copies of any material contained in his/her personnel file, but will not remove any of the contents from the file.

ARTICLE 12 – EMPLOYER'S GRIEVANCE

- 12.1 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representatives, or any Employee, in writing, dated and signed, by forwarding a written statement of said grievance to the Union Representative of the Union, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Union within seven (7) working days. When submitting the grievance, the Employer shall suggest at least three (3) alternative working days, and times and places at which the meeting may be held. Failing to hold the meeting shall be deemed to be a denial of the grievance. The representative of the Union shall give its decision, in writing, within seven (7) working days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement, a grievance may be referred to arbitration by the Employer by written notice of intent in accordance with Step No. 2 of the grievance procedure.

ARTICLE 13 – UNION POLICY GRIEVANCE

13.1 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 No. 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this Clause may not be used to institute a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves initiate and the regular grievance procedure shall not be thereby by-passed.

ARTICLE 14 – ARBITRATION

- 14.1 When either Party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other Party of the grievance, and shall contain the name and address of the Party's Nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter, designate its Nominee to the Board of Arbitration. The two (2) Nominees so nominated shall endeavour, within ten (10) working days after the appointment of the second of them to agree upon a third person to act as Chair of the Board of Arbitration. If the Nominees are unable to agree upon the third person as Chair, within ten (10) working days after the appointment of the second of them, then either Party may request the Minister of Labour to appoint the third member and Chair of the Board of Arbitration. Notices of desire to arbitrate a dispute and of nomination of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 14.2 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 14.3 Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require and the expenses of its own Nominee and one half (1/2) of the expenses and fees of the Chair.
- 14.4 Group Grievances: Where it appears that two (2) or more Employees have the same grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and the grievors will be listed on the grievance form.
- 14.5 If there should be an accumulation of grievances to be referred to arbitration of a similar nature, one Board of Arbitration shall be constituted to deal with all such grievance disputes.
- 14.6 The Board of Arbitration shall have authority only to determine disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only those grievances as defined in Article 9.1 shall be arbitrable.

- 14.7 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Board of Arbitration may dispose of a grievance in any manner, which it deems just and equitable in the circumstances. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chair shall govern.
- 14.8 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.
- 14.9 Any grievance involving the interpretation, application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any Party.
- 14.10 At any stage of the grievance procedure, including arbitration, the Parties may have the assistance of the Employee(s) as a witness and all reasonable arrangements will be made to permit the conferring Parties or the Board of Arbitration to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer.
- 14.11 The Parties may agree to the use of a sole Arbitrator and the provisions of this Article shall then apply with any appropriate revisions.
- 14.12 In resolving disputes, an Arbitration Board will determine the nature of the differences in order to address their real substance.

ARTICLE 15 – PROBATION

- 15.1 A newly hired Employee shall be known as a probationary Employee until he has actually worked and successfully completed a period of employment of three (3) full calendar months.
- 15.2 Before the expiry date of the probationary period, the Employer will confirm to the Employee the decision to:
- a) confirm his appointment as having completed his probation;
 - b) extend probationary status by no more than three (3) full calendar months provided that the intention to extend probationary status is first agreed upon by both the Employer and the Union; or
 - c) terminate the Employee.
- 15.3 Probationary Employees will be advised of deficiencies in their performance during the term of their probationary period.

ARTICLE 16 – SENIORITY

- 16.1 a) Seniority is defined, for full-time Employees, as the Employee's length of continuous service with the Employer since the Employee's most recent date of hire and shall include service with the Employer prior to the date of certification of the Union. For part-time Employees, seniority is the number of hours worked by the Employee since the Employee's most recent date of hire. An Employee will be considered on probation and will not be placed on any seniority list until he/she has successfully completed the probationary period set out in Article 15. After an Employee has successfully completed the probationary period, his/her name shall be placed on the appropriate seniority list.
- b) If a part-time Employee becomes full-time then his/her seniority shall be converted to a date of hire on the basis that one (1) year of seniority is equal to 2080 hours worked as a part-time Employee. If a full-time Employee becomes part-time then his/her seniority shall be converted to a number of hours worked on the basis that the Employee will receive 2080 hours of seniority for each full-time year worked with a pro rata amount for part years of seniority as a full-time Employee.
- 16.2 a) Both Parties recognize that job security will increase in relation to seniority as provided herein.
- b) A layoff will be defined as a reduction in the permanent work force.
- c) In the event of a layoff, the Employer will determine the job category in which the layoff is to occur. The Employer will then consider the qualifications, skills, ability, availability, and knowledge of permanent Employees holding positions in the job category in which the layoff is to occur. If all of these factors are relatively equal, seniority shall be the governing factor provided that it does not interfere with the Employer's ability to properly and efficiently schedule Employees. A permanent Employee about to be laid off may bump an Employee in his job category with less seniority.
- d) When recalling permanent Employees from layoff, the Employer shall determine the job category to which the recall is to occur. The Employer will then consider the qualifications, skills, ability, availability, and knowledge of permanent Employees who are on layoff from the job category to which the recall is to occur. If all other factors are relatively equal, seniority shall be the governing factor.
- 16.3 No new permanent, contract or temporary Employees will be hired until those permanent Employees on layoff have been given an opportunity to recall and agree to report in accordance with Article 17.1 (f).
- 16.4 Notwithstanding anything herein contained, it is hereby agreed that there is no right of recall for probationary Employees who are laid off under this Article. The Employer will have the right, however, to recall a probationary Employee, in its own discretion.

- 16.5 When Employees are to be recalled by the Employer, they will be notified by registered mail or by telephone at their last place of residence, or at their last telephone number known to the Employer. It shall be the Employee's responsibility to keep the Employer informed of his/her most current address and telephone number. If the Employee fails to do so, the Employer will not be responsible for failure of a notice to reach such Employee.
- 16.6 A uniform reduction in the number of hours scheduled in a work week for any classification of Employees or for all Employees shall not constitute a layoff should the Employer determine to reduce hours on this basis. The Employer will continue to have the right to layoff and recall Employees as per Article 16.2 above.
- 16.7 Separate seniority lists shall be maintained by the Employer for full-time and part-time Employees. The Employer shall update and post the seniority lists on the bulletin board in January and July of each year. The Employer shall supply the Union with a copy of each updated seniority list. The Union will then have a period of twenty (20) calendar days within which to challenge the seniority list(s). If no challenge is received by the Employer in writing within the said twenty (20) day period, the seniority of each Employee will be deemed to be conclusive thereafter. Where two (2) or more Employees commenced work on the same day, preference shall be given in accordance with the date of application for employment.
- 16.8 Grievances concerning lay-offs and recalls will be initiated at Step 1 of the grievance procedure.
- 16.9 The Employer will provide notice of permanent layoff in accordance with the *Employment Standards Act*.

ARTICLE 17 – LOSS OF SENIORITY AND DEEMED TERMINATION

- 17.1 An Employee shall lose all seniority and shall be deemed to have quit the employ of the Employer and the employment of the Employee shall be deemed to have been terminated without further notice for any of the following reasons:
- i) voluntary resignation;
 - ii) retires or is retired;
 - iii) discharged for cause and is not reinstated;
 - iv) layoff in excess of eighteen (18) months;
 - v) absence from work for two (2) consecutive working days, without notifying the Employer, in which case such Employee shall be deemed to have quit the employ of the Employer, without notice, unless a reasonable explanation is provided to the Employer;

- vi) failure to notify the Employer of an intention to return to work, within forty-eight (48) hours of being notified of recall by registered mail or by telephone, or failure to return to work within seven (7) calendar days after being notified of recall by registered mail or by telephone (unless the Employee is ill). Registered mail sent to the Employee's most recent address, on his/her employment file, shall be interpreted as proper notice and leaving a telephone message at the Employee's residence will also constitute proper notice. For purposes of recall, it shall be the responsibility of the Employee to keep the Employer informed of his current address and telephone number;
 - vii) failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the Employee to the Employer; or
 - viii) engages in gainful employment elsewhere without authorization while on an approved leave of absence.
- 17.2 Transfers Outside Bargaining Unit: No Employee shall be transferred to a position outside the bargaining unit without his/her consent. If an Employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the bargaining unit. Such Employee will have the right to return, or may be returned by the Employer, to his position in the bargaining unit at any time within the trial period which may be for up to three (3) consecutive months. If an Employee returns or is returned to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 18 – JOB POSTING

- 18.1 In the event that a new bargaining unit position is created, in which there is not already an incumbent who is performing the existing duties, or when a permanent vacancy occurs in an existing classification, unless the Employer decides that it is not going to fill a vacancy or that it intends to postpone the filling of a vacancy, the Employer will post such new positions or permanent vacancies for a period of seven (7) working days, on the Employees' bulletin board and place a copy in each Employee's mail box.
- 18.2 The posting will stipulate the classification, required qualifications, knowledge, skills, experience, education, and training, as well as the shifts, expected days and hours of work, the rate of pay and the start date.
- 18.3 In the event that two (2) or more Employees apply, the Employer shall consider the qualifications, knowledge, skills, experience, education, training, and seniority of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority will fill the vacancy.
- 18.4 If no qualified internal applications are received by 5:00 p.m. on the seventh (7th) working day following the posting date, the Employer may start proceedings to secure applications for the vacancy from other applicants, including persons outside of the bargaining unit.

- 18.5 The Employer reserves the right to hire from the outside work force when there is no applicant from the bargaining unit satisfactory to the Employer to perform the work required.
- 18.6 Within seven (7) working days of the date of an appointment to a vacant position, the name of the successful applicant will be posted in each Employee's mailbox.
- 18.7 A successful internal applicant will be placed on a trial period for a period of three (3) full calendar months. The applicant will become permanent after the trial period unless:
- a) the Employee, at any time within the trial period, feels that he/she is not suitable for the position and wishes to return to his/her former position; or
 - b) the Employer, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and requires that the Employee return to the Employee's former position; and
 - c) in the event of either a) or b) above, the Employee will return to the Employee's former position and salary without loss of seniority. Any other Employee promoted or transferred as a result of the rearrangement of positions will also be returned to his/her former position and salary without loss of seniority.

ARTICLE 19 – LABOUR MANAGEMENT COMMITTEE

- 19.1 A Labour-Management Committee will be established consisting of two (2) Employee representatives and two (2) representatives of the Employer. The Committee will meet at the request of either Party at a mutually agreeable time and place for the purpose of discussing issues relating to the workplace, which affect the Parties or bargaining-unit Employees. A Union representative(s) may attend such meetings as required.
- 19.2 The Committee shall receive a notice and agenda for the meeting at least two (2) working days in advance of the meeting.
- 19.3 The two (2) Employee representatives serving on the Committee will be paid their regular rates of pay if a meeting is held during their scheduled working time.
- 19.4 The Committee will deal with matters of mutual concern excluding grievances or matters pertaining to negotiations and it is not empowered to alter or amend this Agreement.
- 19.5 An Employer representative(s) and an Employee representative(s) will be designated as Joint Chairpersons of such meetings.
- 19.6 Minutes of each meeting will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting. Such minutes will be provided to the Union's representative(s) and to the Employer.
- 19.7 The Parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to provide the best possible services to the community and to those who use the Employer's services.
- 19.8 The Committee will be able to make recommendations and suggestions to the Union and the Employer with respect to the discussions in Committee meetings.

ARTICLE 20 – HOURS OF WORK AND SCHEDULING

- 20.1 It is understood that this Article shall not be interpreted as a guarantee of normal hours of work per day, or of hours of work per week, or of days of work per week nor shall this Article be interpreted as a guarantee that the normal hours of work will not be increased or decreased if found necessary by the Employer having due regard for its organization, nor is it a guarantee of any Employee's working schedule(s).
- 20.2 The regular workday for Employees will be up to eight (8) hours per day and forty (40) hours per week inclusive of meal periods.
- The Parties agree that the Employer may require Employees to work in excess of eight (8) hours per day and forty (40) hours per week, up to a maximum of twelve (12) hours per day and sixty (60) hours per week. The Parties will enter into an agreement in writing in this regard within thirty (30) days of ratification of this Agreement for the purpose of complying with the provisions of the *Employment Standards Act*.
- 20.3 It is agreed and understood that actual starting and quitting times may be adjusted by the Employer from time to time provided that adequate notice is given.
- 20.4 Work Schedule: The scheduling of hours of work and the establishment of shift schedules will be prepared by the Employer in consultation with the Employees.
- 20.5 The Employer will endeavor to post its work schedule as soon as practicable and in advance of the week in which Employees are required to work.
- 20.6 Requests for changes in posted work schedules must be submitted, in writing, and are subject to the approval of the Employer having regard to the needs of the organization.
- 20.7 Any Employee who is unable to report for work for any reason shall give the Employer a minimum of eight (8) hours' notice, except where it is not reasonably possible because of illness, injury or emergency, in which case as much notice as reasonably possible will be given by the Employee.
- 20.8 The Employer will not be obliged to provide work or pay any Employee for work scheduled and not performed where the Employer is unable to provide work because of fire, lightening, power failure, storms or similar causes which are beyond the control of the Employer. In such circumstances, it is understood that the Employer agrees to comply with the *Employment Standards Act*, as amended from time to time.

ARTICLE 21 – OVERTIME

- 21.1 The Parties agree that, for the purposes of calculating overtime, an Employee's hours of work will be averaged over a consecutive two (2) week period. The Employee will only qualify for overtime if the average hours worked per week during the consecutive two (2) week period exceeds forty-four (44) hours (inclusive of meal periods).
- 21.2 Overtime will be compensated by receiving time off (lieu time) at the rate of time and one-half, or the Employer may pay the Employee at the rate of time and one-half of the Employee's regular rate of pay.

- 21.3 The Parties' averaging agreement regarding overtime shall be made in writing and signed within thirty (30) days of ratification of this Agreement for the purpose of complying with the provisions of the *Employment Standards Act*.
- 21.4 There shall be no pyramiding of overtime or premium hourly rate or any benefits under this Agreement.
- 21.5 All overtime must be authorized by the Employer.
- 21.6 If the Employer determines that lieu time off is to be taken, it will be taken at a time that is mutually convenient. If the Parties cannot agree on a mutually convenient time, the Employer will have the right to schedule the time off having regard to the needs of its organization.
- 21.7 Lieu time is to be taken within three (3) calendar months of the work week in which the overtime was earned. If the employment of an Employee ends before the lieu time is taken, the Employer will provide the Employee with overtime pay for the overtime hours worked by the Employee.

ARTICLE 22 – LEAVES OF ABSENCE

- 22.1 Where practicable, the Employer shall have the discretion to grant a leave of absence, without pay, for valid reasons, provided only that the Employer receives at least three (3) week's 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, and such discretion shall not be unreasonably exercised. Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing.
- 22.2 No Employee will accumulate seniority, vacation allowance, or be paid for holidays while an Employee is on an unpaid leave of absence for a period greater than thirty (30) calendar days, but seniority or other accumulated credits established at the point of leave will be reinstated upon return to work.
- 22.3 It is understood that Employees who are on approved leaves of absence, with pay, shall retain and accumulate seniority.
- 22.4 Pregnancy, Parental and Adoption Leave - Pregnancy, Parental and Adoption Leave shall be granted in accordance with the provisions of the *Employment Standards Act*.
- 22.5 **Bereavement Leave**
- a) When a death occurs in the immediate family of a permanent Employee who has successfully completed probation, such Employee shall be granted a leave of absence for up to five (5) calendar days. The days granted shall be between the date of the death and the day after the funeral or memorial service, as the case may be. Upon completion of probation, any Employee who was otherwise entitled but did not receive paid bereavement leave will be paid in accordance with the Article 22.5 b) below.

- b) If one (1) or more of the aforementioned day(s) of leave of absence would have been the Employee's regularly scheduled work day(s), the Employee will only be paid his regular pay for hours during the leave which he/she otherwise would have worked but for the leave of absence. The Employer may grant additional bereavement leave time off, without pay, when requested by an Employee.
- c) "Immediate family" shall be defined as father, mother, brother, sister, spouse, common-law spouse or partner, child, step-child, grandparents, grandchildren, aunts, uncles, nieces and nephews.
- d) Up to two (2) additional calendar days with pay may be granted for travel out of town in excess of 250 kilometers.

22.6 Jury Duty Leave - The Employer will grant a leave of absence to an Employee who is called upon to serve as a juror in any court. The Employer will pay such an Employee the difference between his/her regular earnings and the payment received for jury services. This will be affected by the Employee signing over his/her jury fees (excluding any amount received for mileage and meal allowance) to the Employer, and the Employer will continue the Employee's regular wage payments. The Employee shall notify the Employer immediately after selection for jury duty and of the dates that he/she is to serve on jury duty. The Employee will come to work during those regularly scheduled hours that he/she is not required to attend at court. The Employee will provide the Employer with a signed document from the clerk of the court stating the days in attendance.

22.7 Pay During Leave Of Absence for Union Work - An Employee shall receive the wages and benefits (if applicable) provided for in this Agreement when on an unpaid leave of absence for Union work. However, the Union shall reimburse the Employer for all wages and benefits provided to such Employee during the period of absence.

ARTICLE 23 – PAYDAYS AND PAYCHEQUES

- 23.1 Attached hereto and forming part of this Agreement is Schedule "A" which sets out the salary schedule to be effective during the term of this Agreement.
- 23.2 Employees shall be paid in advance for pay periods occurring during the absence due to vacations provided that three (3) weeks' written notice is given to the Employer.
- 23.3 Employees who perform work in a higher classification covered by this Agreement shall receive the following rates of pay:
 - a) The Employee's regular rate of pay for the first day worked in a higher classification; and
 - b) Ninety percent (90%) of the difference between the Employee's regular rate of pay and the rate of pay for the higher classification from the second (2nd) working day on.

ARTICLE 24 – PAID HOLIDAYS

- 24.1 a) Employees who have completed their probationary period shall receive the following paid holidays:
- | | |
|------------------|--|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Easter Monday | Civic Holiday (1 st Monday in August) |
| Canada Day | Christmas Day |
| Thanksgiving Day | Boxing Day |
| Labour Day | |
- b) All Employees who have completed their probationary period shall receive two (2) Float Days annually to be taken on mutually convenient dates. If the Employer and the Employee cannot agree on mutually convenient dates, the Employer will have the right to schedule the days off.
- 24.2 If an Employee is not on vacation, he is entitled to a day off with public holiday pay for the paid holiday listed in Article 24.1 a).
- 24.3 Public holiday pay will be in the amount which is equal to the total of regular wages and vacation pay that were paid to the Employee in the four (4) weeks preceding the work week in which the public holiday fell, divided by 20.
- 24.4 In order to qualify for public holiday pay, the Employee must have worked his full regularly scheduled shift immediately proceeding and immediately following all paid holidays, unless the Employee is absent due to illness.
- 24.5 Authorized work performed on a public holiday listed in Article 24.1 a) will be paid a premium pay at the rate of one and one half (1½) times the Employee's regular rate of pay in addition to public holiday pay.
- 24.6 No Employee is entitled to public holiday pay and premium pay in accordance with Article 24.5 if, without reasonable cause, he did not report to work after having agreed to work.
- 24.7 In the event that a public holiday falls during an Employee's vacation, the Employer shall have the option of substituting another day off with public holiday pay or, if the Employee and the Employer agree in writing, the Employer may pay the Employee public holiday pay.

ARTICLE 25 – VACATIONS

- 25.1 For the purpose of calculating eligibility, the vacation year will be the period from January 1st to December 31st of the same year and calculated based upon entitlement earned in the year of completion.
- 25.2 Employees will be scheduled to take vacations by the Employer while having due regard for its operations. Employees will submit their request for preferred vacation dates and such requests will be considered by the Executive Director or the Associate Executive Director or her/his designate in establishing a vacation schedule.
- 25.3 Vacations are not cumulative from year to year unless otherwise agreed to by the Employer. Vacation time accumulated and not used in the year in which it was earned must be used by March 31st of the following year of employment unless otherwise mutually agreed to by the Employee and the Employer. Maximum carry over is ten (10) days.
- 25.4 Permanent full-time Employees will be entitled to vacations, with pay, in accordance with the following schedule:
- i) A full-time Employee who has completed less than one (1) year of continuous service as of the December 31st cut-off date shall receive one (1) day of paid vacation for each full completed calendar month of service up to a maximum of ten (10) days;
 - ii) A full-time Employee who has completed one (1) year, but less than five (5) years, of continuous service as of the December 31st cut-off date shall receive fifteen (15) days of vacation with pay;
 - iii) A full-time Employee who has completed five (5) years, but less than twelve (12) years, of continuous service as of the December 31st cut-off date shall receive twenty (20) days of vacation with pay;
 - iv) A full-time Employee who has completed twelve (12) years of continuous service as of the December 31st cut-off date shall receive twenty-five (25) days of vacation with pay.
- 25.5 Management has the ability to restrict the scheduling of vacation according to the needs of the business. Such restrictions will not be unreasonable.
- 25.6 Permanent part-time Employees will be entitled to paid vacation leave based on a pro-rata basis by comparing the hours they regularly and recurrently work each week in relation to a forty (40) hour work week worked by a permanent full-time Employee. (For greater clarity, and by way of example, a permanent part-time Employee who regularly works fifteen (15) hours per week, and who has completed one (1) year of service would be entitled to 15/40 of a permanent full-time Employee's paid vacation entitlement, which would be six (6) calendar days.) All other Employees will receive vacation pay in accordance with the Employment Standards Act.
- 25.7 In calculating the wages earned during the vacation year for the purposes of determining vacation pay for other Employees referred to in Article 25.6, no account shall be taken of any vacation pay previously paid.

- 25.8 A permanent full-time Employee whose employment terminates at any time in the vacation year, prior to using his/her earned vacation, will be entitled to a proportionate payment of his/her wages in lieu of such unused vacation, prior to the date of termination.
- 25.9 When a permanent Employee is hospitalized due to illness or injury during his/her period of vacation, vacation credits will not be deducted in respect of the period of hospitalization and resulting recuperation, such credits may be scheduled for use at another time in the year in respect of which the Employee must use vacation credits.

ARTICLE 26 – GENERAL CONDITIONS

- 26.1 Any disciplinary notice, that is given to any Employee, shall be removed from the Employee's file after twelve (12) months from the date of issue provided that the Employee has not been disciplined, in a similar way, during the said twelve (12) month period.
- 26.2 **Invalidity:** It is assumed by the Parties hereto that each provision of this Agreement is in conformity with all applicable laws of Canada and the Province of Ontario. Should it later be determined that it would be a violation of any legally effective Canadian or Provincial Order or Statute to comply with any provisions of this Agreement, the Parties hereto hereby agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to such Canadian or Provincial Order or Statute, and the other provisions of this Agreement shall not be affected thereby and the remainder of this Agreement shall remain in full force and effect.
- 26.3 **Retirement Age:** The Employer will have the right to implement and apply a mandatory retirement policy that is in compliance with the Ontario Human Rights Code, or any other Federal or Provincial legislation, as amended from time to time.
- 26.4 **No Pyramiding:** In no event shall there be any pyramiding of benefits or payments under this Agreement.
- 26.5 **Bulletin Boards:** The Employer agrees that notices concerning Union activities may be posted on a bulletin board provided by the Employer. All Union notices must be signed by proper officials of the Local Union and submitted to the Employer for approval before being posted. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's approval. No change shall be made in any such notice either by the Employer or by the Union after it has received approval by the Employer.

ARTICLE 27 – BENEFITS

- 27.1 The Employer agrees to pay one hundred percent (100%) of the premiums for the benefits provided by the existing United Way Group Benefit Plan. The Employer has the right to select an alternative insurance carrier to provide complete coverage of its choice in respect of any of the benefits provided by the existing United Way Group Benefit Plan. The Employer will supply the Union with a copy of the insurance policy in respect of benefits upon request.
- a) Vision
The Employer will pay for eyeglasses and exams up to a maximum of four hundred (\$400) dollars, which shall include the cost of glasses, contact lenses and eye examinations over a period of two (2) consecutive years. It is understood that the four hundred (\$400) maximum includes the United Way Group Benefit Plan's payment.
- 27.2 The Parties acknowledge that pension benefits are administered through the CUPE Multi-Sector Pension Plan ("MSPP"). The Employer agrees to make contributions to the MSPP in accordance with the terms of the Letter of Understanding #2 dated May 28, 2004 forming part of this Agreement.
- 27.3 It is understood that the Employer's obligation pursuant to this Agreement is to pay the specified amount of the premiums.
- 27.4 It is understood that the benefits referred to in Article 27.1 will accrue to an Employee on a leave of absence or on a lay off until the last day of the month that follows the month that the Employee began the leave of absence or lay off.
- 27.5 All Employees are covered by the Worker's Safety and Insurance Board (WSIB).
- 27.6 Post sixty-five (65) benefits for active employees
All bargaining unit employees over age sixty-five (65), who are actively at work, shall continue to receive group benefits for life insurance [with graduated diminishing rate of return to age seventy (70)] as prescribed in the most current applicable group benefit plan booklet. Such employees shall be covered for the portion of expenses (annual deductible amounts and other such fees or costs) incurred outside of the Ontario Drug Benefit Program that would normally be included for all employees under age sixty-five (65).
The employee shall pay for the product or service and submit a claim for refund in the manner set out by the benefit carrier. All other health and medical benefits will continue until the employee ceases employment, or the conditions of the Group Plan change. Long-term disability coverage ceases at age sixty-five (65).

ARTICLE 28 – SICK LEAVE

- 28.1 It is agreed that all Employees shall be entitled to continuation of pay when absent due to illness, injury, disability, or exposure to a communicable disease, as outlined below in this Article:
- a) Full-time Employees who have completed their probation shall be entitled to twelve (12) sick leave credits as of January 1st and earned at a rate of one (1) day per month.
 - b) Permanent part-time employees who have completed their probation shall be entitled to pro-rated sick leave credits based on a forty (40) hour work week.
 - c) Days worked by an Employee during the probationary period will be counted for the purposes of calculating sick leave credits after the Employee has completed his/her probationary period.
- 28.2 Employees will be paid their regular wages out of their respective sick leave banks during a period of legitimate illness until their sick leave credits are exhausted. Accumulated sick leave shall not be paid out to any Employee at any time for any reason.
- 28.3 Additional sick days, with or without pay, may be granted at the Employer's discretion.
- 28.5 a) It is the responsibility of the Employees to report absence to their Executive Director as soon as possible on the day of such absence, and where possible advise the Executive Director as to the length of time they expect to be absent. Employees will be required to furnish a note from a Medical Doctor, Dentist, Chiropractor, or any Alternative Health-Care Practitioner (as defined by the Regulated Health Professions Act and pre-approved by the Executive Director) respecting any illness or injury after three (3) working days of continuous absence to their Executive Director.
- b) The Employer may require the production of a physician's medical report from an Employee who is ill or injured, or from an Employee who has been ill or injured, or from any Employee who wishes to return to work following an illness or injury, in the event that the illness or injury lasts more than seven (7) continuous working days. The report will include the physician's opinion as to when or whether the Employee will be capable of resuming his/her normal duties.
- It is understood that the Employer may also require the production of medical reports from Employees in cases where the Employer has reasonable grounds to believe that an Employee has not been absent from work as a result of an illness or injury.
- Where the Employer requests an Employee to produce a medical report, the physician's fee for the medical report will be borne by the Employer provided that the Employee provides proof of payment or an invoice from his/her physician for the medical report.

- 28.6 Employees shall also be entitled to continuation of pay when absent while under examination or treatment of a Physician, Chiropractor, Dentist, or alternative Health Care Practitioner (as defined by the Regulated Health Professions Act and pre-approved by the Executive Director). Any such time used shall be deducted from the Employee's sick leave entitlement with no more than four (4) hours per day allowed for appointments with physicians, chiropractors, dentists or alternative health care practitioners.
- 28.7 If an Employee is absent for part of a workday and takes sick leave under this Article, the Employer shall be entitled to accumulate such sick leave taken at any time within the calendar year and deduct a full-day or half-day credit from the Employee's sick leave bank.
- It is understood that a full-day deduction from a full-time Employee's sick leave bank is equal to eight (8) hours of accumulated sick leave and a half-day deduction from the full-time Employee's sick leave bank is equal to four (4) hours of accumulated sick leave.
- An Employee's own medical appointments of two (2) hours or less may be exempt from this Article at the Employer's discretion.
- 28.8 a) Full-time Employees who have completed probation may use up to a total of four (4) sick day credits out of their respective sick banks due to the unforeseen illness, injury or medical emergency of a child, step-child, father, mother, spouse, or common law spouse or partner. An Employee who wishes to take sick leave under this paragraph shall advise his/her Employer that he/she will be doing so.
- b) After three (3) working days of continuous absence, the Employer may request from the full-time Employee a note from a regulated health professional as defined by the *Regulated Health Professions Act* confirming said illness, injury or medical emergency and the full-time Employee shall provide said note within two (2) working days of the Employer's request.
- 28.9 An Employee injured during working hours who is required to attend the hospital and/or clinic will not have a sick day deducted for that day.
- 28.10 Benefits received under a work related injury insurance plan, shall be subsidized to equal full salary, to the extent of banked sick leave credit. The subsidized rate shall be deducted from the staffs accumulated sick days credit until sick leave credits are exhausted.
- 28.11 An employee shall be entitled to use 3 (three) mental health days as part of their regular sick bank.

ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY

- 29.1 The Employer and the Union will mutually cooperate to maintain a safe workplace and to attend to the elimination of any conditions which are hazardous to the health and safety of the Employees in compliance with the Ontario Occupational Health & Safety Act, as amended from time to time. The Parties will work co-operatively with a view to ensuring a healthy and safe work environment.

- 29.2 The Labour/Management Committee will be responsible for developing policies and procedures aimed at maintaining standards of health and safety in the workplace. Any meetings of the Labour/Management Committee in this regard shall be subject to Article 19.

ARTICLE 30 – INTERPRETATION

- 30.1 Where the masculine or feminine pronoun is used in this Agreement, it shall mean and include the opposite pronoun where the context so applies. Where the singular is used it may also be deemed to mean the plural within the appropriate context.
- 30.2 The terms “regular pay”, “straight time pay”, and “regular rate of pay” when used in this Agreement shall mean the amounts indicated in the wage classification schedule as hourly earnings only and shall not include any amounts other than those hourly earnings.
- 30.3 “Employee” shall mean a person in the bargaining unit described in Article 2.1.
- 30.4 “Probationary Employee” shall mean an Employee who is on probation as set out in Articles 15.1 and 15.2 b).
- 30.5 “Permanent Employee” shall mean an Employee who has completed the probation period and who is not a temporary or contract Employee.
- 30.6 “Permanent full-time Employee” shall mean an Employee who has successfully completed the probation period and who is scheduled to work twenty-seven and a half (27 ½) hours or more each week on a regular and recurring basis. Such Employee is not a temporary Employee or casual Employee as defined herein.
- 30.7 “Permanent part-time Employee” shall mean an Employee who has successfully completed the probation period and who is scheduled to work less than twenty-four (24) hours each week on a regular and recurring basis. Such Employee is not a temporary Employee or contract Employee as defined herein.
- 30.8 “Temporary Employees” shall mean an Employee who has been hired to:
- a) replace an Employee who is on approved leave for the duration of the leave; or
 - b) to work during periods of peak or excessive workload for a period no longer than eight (8) weeks; and
 - c) temporary Employees are paid the Union entry level rate of pay for the position that they are employed in.
- 30.9 “Contract Employee” shall mean an Employee who has been hired for a period no longer than 365 calendar days or such longer period as may be agreed to, in writing, by the Employer and the Union:
- a) to work on a specific task or project; or
 - b) to perform work for a predetermined period of time; or
 - c) to perform work which is funded by special grants.

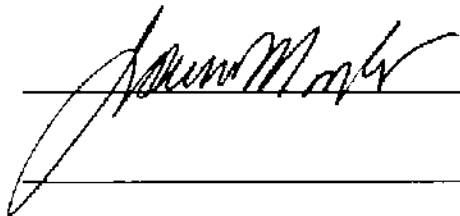
ARTICLE 31 – DURATION

- 31.1 This Agreement shall come in to force January 1, 2020 and continue to be in effect up to and including December 31, 2022 and shall remain in effect from year to year thereafter unless either Party gives to the other Party written notice of termination or desire to amend this Agreement.
- 31.2 Notice that amendments are required may only be given within the period of not more than ninety (90) days prior to the expiration date of this Agreement.
- 31.3 This Agreement may be amended by mutual consent of the Parties.
- 31.4 This Agreement will become effective as of the date of its execution by the Parties.

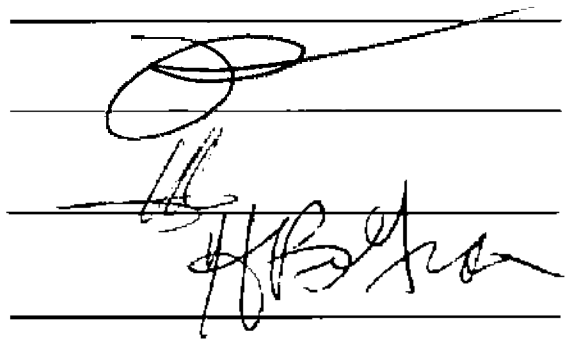
IN WITNESS WHEREOF the Parties have signed this Agreement

this 28th day of OCTOBER, 2020

THE GOOD NEIGHBOURS CLUB



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2289-05**



SCHEDULE A - WAGES

BASIC PAY SCALE

HOURLY POSITIONS

POSITION	2019 RATE	01Jan2020 +1.5%	01Jan2021 +1.5%	01Jan2022 +1.5%
Senior Cook	\$19.15	\$19.44	\$19.73	\$20.03
Support Care Worker	\$16.92	\$17.43	\$17.95	\$18.49

*Supplemental wage increases for Support Care Workers of an additional 1.5% for each year

SALARIED POSITIONS

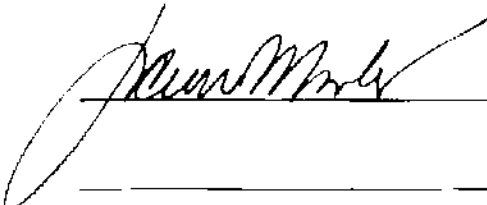
POSITION	2019 RATE	01Jan2020 +1.5%	01Jan2021 +1.5%	01Jan2022 +1.5%
Social Worker Crisis Outreach	\$52,032.34	\$52,812.83	\$53,605.02	\$54,409.10
Social Worker Community Outreach	\$52,032.34	\$52,812.83	\$53,605.02	\$54,409.10
Development Coordinator	\$49,267.94	\$50,006.96	\$50,757.06	\$51,518.42

Probationary employees will be paid fifty cents (.50¢) per hour less than the basic rate for the positions set out above.


IN WITNESS WHEREOF the Parties have signed this Agreement

this 28th day of OCTOBER, 2020

THE GOOD NEIGHBOURS CLUB



CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2289-05



LETTER OF UNDERSTANDING #1 - MEAL PERIODS & BREAKS

The Employer and the Union agree that the reference to "meal periods" in Article 20.2 means one half (1/2) hour meal break per eight (8) hour shift, and two fifteen (15) minute breaks per eight (8) hour shift. For shifts shorter than five (5) hours, employees are entitled to one fifteen (15) minute break. Employees who are salaried shall have one half hour (1/2) meal break *per* shift, and two fifteen (15) minute breaks per shift, and shall continue to work their regularly scheduled hours from 8:00 a.m. to 4:00 p.m.

Breaks are to be scheduled at times which will be the least disruptive to the operations of the Good Neighbours' Club and will permit the Club to continue to provide services to clients of the Good Neighbours' Club.

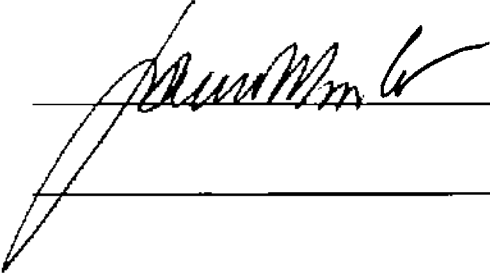
The Employer and the Union agree that the meal periods and other breaks as set out above shall be taken during the course of a shift, and shall not be taken at the end of a shift.

The Employer and the Union acknowledge that Employees, insofar as possible, are encouraged to remain at the Employer's premises during paid meal periods and other breaks, and may be required to provide services to clients of the Good Neighbours' Club during these times.

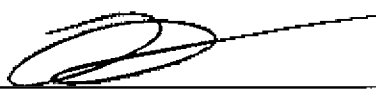
IN WITNESS WHEREOF the Parties have signed this Agreement

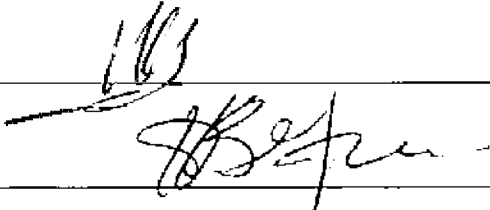
this 28th day of OCTOBER, 2020

THE GOOD NEIGHBOURS CLUB



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2289-05**





LETTER OF UNDERSTANDING #2 - PENSION PLAN

1) In this Letter of Understanding, the terms used shall have the meanings as described:

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

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

- i) the straight time component of hours worked on a holiday;
- 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-time and part-time employees in the Bargaining Unit who have completed five hundred (500) hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

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

The Union and the Employer acknowledge and agree that under 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 negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

.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 Letter of Understanding .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)
 - Employer

- 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
 - Employer

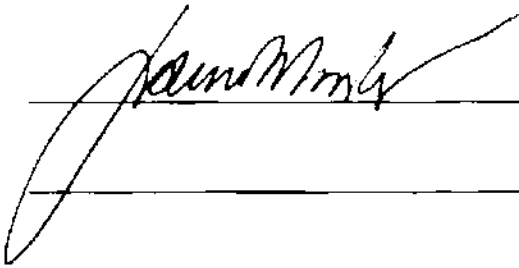
- iii) To be provided initially and as status changes
 - Full Address
 - Termination Date (where applicable MM/DD/YY)
 - Marital Status

.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 1, 2001 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.

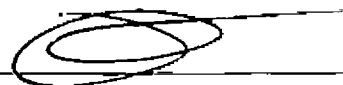
IN WITNESS WHEREOF the Parties have signed this Agreement

this 28th day of OCTOBER, 2020

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