

# **COLLECTIVE AGREEMENT**

between

Warden Woods Community Centre

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
and its Local 5218**

**TERM: June 1, 2021 to May 31, 2024**

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## **PREAMBLE**

Whereas it is the desire of both parties to this agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and confidentiality in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manner.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **ARTICLE 1 - MANAGEMENT RIGHTS**

### **1.01 Management Rights**

The Union recognizes and acknowledges that all Management rights and prerogatives and the direction of the working forces, and the Management of the Employer 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 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;
- c) to select, hire, transfer, lay off, recall, promote, demote, classify, assign duties; as well as to discharge, suspend, or otherwise discipline Employees for just cause; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
- d) to determine the nature, kind and standard of services provided by the Employer, the kinds and locations of its operations, the kinds of equipment to be used, the methods of operating and the control of materials, goods, and the quality and quantity of services;
- e) to plan, direct and control the work of the Employees, the operations of the Employer, and the schedules and procedures of work; to determine the job content and requirements of a job and the qualifications of an Employee to perform the work required.
- f) 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 or by law.

1.02 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 that is not in conflict with the express provisions of this Agreement.

## **ARTICLE 2 – RECOGNITION**

2.01 This Agreement shall apply to all employees employed by Warden Woods Church and Community Centre (also known as Warden Woods Community Centre), in the city of Toronto, save and except supervisor, persons above the rank of supervisor, information technology employees, finance employees, community relations administrator, coordinator of early childhood services, children and youth coordinator, coordinator of recreation, coordinator finance and human resources, administrative assistant (to the Executive Director), home help coordinator, and intake and supportive housing coordinator.

Clarity Note: In addition to the specific exclusions above, the parties agree that the following positions are excluded as they are above the rank of supervisor: health and senior services manager, community development manager, building supervisor, director finance and support services and executive director.

### 2.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### 2.03 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

### 2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that as of the date of ratification all work or services performed by the employees shall not be sub-contracted, leased, in whole or in part, to any other plant, person, company, or non-unit employee. It is understood this Article is subject to Letter of Understanding No. 4 (Bargaining Unit Work and Management, Volunteers and Peer Workers) and does not apply to partnerships with other agencies.

Any work assigned to outside agencies must first be offered to bargaining unit employees, who have indicated their availability, and will not attract premium rates. A record will be maintained of these offers. Should no employee be available to perform available work, then agency staff may be utilized. This issue may be an agenda item for the Union Management Committee.

### 2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives(s) shall have access to the Employer's premises, in order to deal with any matters arising out of this Collective Agreement, upon prior approval in writing from the Executive Director (or designate).

## 2.06 Definition of Employee

- a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work thirty-five (35) hours per week or more.
- b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work less than thirty (30) hours per week.
- c) A "contract/seasonal" Employee is an Employee who is hired for a specific period, generally fewer than twelve (12) months, to meet short-term or emergency staffing needs, such as replacing a Permanent employee who is on an authorized leave of absence, to cover peaks in workloads, or when short-term funding is available for specific purposes. Employees will be considered for temporary work opportunities that are expected to exceed three (3) months before outside resources are considered. No temporary position shall extend beyond twelve (12) months without the written agreement of the Union. Such agreement shall not be unreasonably withheld.
- d) A "casual" employee shall be defined as an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability. Work as required to replace regular staff on an emergency basis and to assist with leaves of absence and peak load situations.

Casual staff has the right to decline work, but shall be removed from the casual list if they do not accept any work assignment over a three (3) month period, unless they are on an approved leave of absence.

It is understood that employment beyond any initially stated period does not in any way imply a change in employment status.

## **ARTICLE 3 – NO STRIKES OR LOCK-OUTS**

### 3.01 No Strikes and Lockouts

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, 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 programs.

Similarly the Employer agrees that during the term of this Agreement there will be no lockout.

3.02 In the event that Employees engage in any of the activities described by paragraph 3.01 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.

3.03 The words "strike" and "lockout" shall also have meaning given to those words in the Ontario Labour Relations Act, as amended from time to time.

## **ARTICLE 4 – HARASSMENT/NO DISCRIMINATION**

### **4.01 Discrimination and Harassment**

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, or the association with others similarly protected.

4.02 The Employer agrees to maintain its policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action.

4.03 Cases of discrimination and harassment shall be processed as grievances.

4.04 Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will be filed at Step 2 of the Grievance Procedure /or assigned to an appropriate designate.

### **4.05 Religious Accommodation**

With consideration of operational requirements, including the health and safety of other workers, Employees shall be entitled to make reasonable rearrangements of their duties , in advance and in writing, to their immediate supervisor to permit them to observe the religious obligations and practices of their faiths. Such requests shall not be unreasonably denied.

Employees may be permitted to use compensatory time (e.g., accrued vacation) for payment, provided such requests are made and approved in advance. Otherwise such time will be without pay.

## **ARTICLE 5 – UNION SECURITY AND CHECK-OFF**

### **5.01 Union Security**

All employees of the Employer in the bargaining unit, shall, as a condition of continuing 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 bargaining unit employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from each employee any dues, initiation fees, or assessments levied by the Union on its members.

### **5.02 Deductions**

Deductions shall be made from the payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names, addresses, personal email addresses, where available and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

**5.03 New Employees**

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview and orient each newly-hired bargaining unit employee once during the employee's first month of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview and orientation shall take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed thirty (30) minutes duration. The Employer shall advise the Union of all newly hired employees.
- c) The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, contract/ seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

**5.04 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **ARTICLE 6 – CORRESPONDENCE**

**6.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or his/her designate and the Recording Secretary/President or his/her designate. Other matters as determined between the parties.

## **ARTICLE 7 – LABOUR-MANAGEMENT**

**7.01 a) Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

**b) Union Officers and Committee Members**

The Union recognizes and agrees that Stewards have regular duties to perform in connection with their employment and that such persons must continue to perform their regular duties, and that except in rare circumstances, the business of administering this Agreement will be attended to outside of regular working hours and with the least possible interference with Employer operations. Where permitted by this Agreement and/or as otherwise permitted by management, before leaving his

regular duties, a steward must obtain permission in writing from his or her immediate supervisor to do so, and when resuming his regular duties he will report to his or her supervisor. Such permission shall not be unreasonably withheld.

It is understood that reasonable time spent in accordance with this article will be compensated at straight time for scheduled hours at the steward's regular rate of pay.

Note: Employer does not agree to pay stewards or members for arbitration.

#### 7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee

Bargaining Committee members shall be entitled to leave their work during working hours in order to participate in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

Any member of the bargaining unit involved in negotiations, up to but not including conciliation, shall be compensated (at a rate of straight time) for regularly scheduled hours at negotiations for up to the first three (3) bargaining sessions.

#### 7.03 Union - Management Committee

A Union/Management Committee shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

##### Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Discussions regarding services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances).
- 5) Correcting conditions causing grievances and misunderstandings.
- 6) Other matters as determined between the parties.

##### Meetings of Committee

The Committee shall meet at least once each quarter at a mutually agreeable time and place. The Committee may wish to meet more frequently as necessary upon mutual agreement. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall suffer no loss of earnings for time

spent during their regular scheduled working hours in attending such meetings with this Committee.

#### Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

#### Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee, which the Steward represents, in preparing and processing his/her grievance in accordance with the grievance procedure.

### **8.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her. In the event of the absence of steward in a specific area, in order to prevent delay, the Union may assign another steward or Union officer to represent a member.

### **8.03 Permission to Leave Work**

The Employer agrees that Stewards and/or the grievance shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

### **8.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a grievance is arbitral.

## 8.05 Settling of Grievance

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

### Complaint

The aggrieved Employee shall discuss or email his/her complaint including the facts, circumstances and the specific remedies sought, with his/her Supervisor within ten (10) working days after becoming aware of the occurrence of the circumstances giving rise to the complaint.

### Step 1

Failing settlement at the complaint stage, the Union may file a formal grievance on behalf of an employee to the appropriate Manager (or designate) within ten (10) working days after the circumstances giving rise to the grievance have occurred, or the date the employee ought reasonably to have become aware of such circumstances. The grievance shall be in writing on a grievance form, shall include the nature facts and circumstances of the grievance, the Article(s) that have allegedly been violated and the remedy sought. The Union and Management shall meet within ten (10) days, or such other date as mutually agreed, of the grievance being filed. The Manager (or designate) shall deliver her/his response in writing to the Union within ten (10) working days following the meeting.

### Step 2

Failing settlement at Step 1, the Union may submit the grievance in writing to the Senior Manager, Human Resources (or designate), within five (5) working days from receipt of the response at Step 1 (or if no response is provided as required in Step 1). A meeting will then be held between management, including the Senior Manager, Human Resources (or designate), and the Union. Such meeting shall be held within ten (10) working days of the submission of the grievance at Step 2 unless extended by the agreement of the parties. It is understood that a National Representative of the Canadian Union of Public Employees may be present at such meetings at the request of either party (the Employer or the Union). The Employer shall deliver a decision in writing within ten (10) working days of the meeting.

### Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration.

### 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 1. Such a grievance shall then be processed within the framework of the grievance procedure.

### Mediation

By mutual consent, the parties may agree to use the services of a mediator prior to arbitration. The parties agree to share the costs of the mediation.

## 8.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, the grievance may be submitted directly at Step 2 of the grievance procedure. The grievance shall be in writing

on a grievance form, shall include the nature, facts and circumstances of the grievance, the article(s) and subsection that have allegedly been violated and the remedy sought.

**8.08 Union or Employer may institute Grievance**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. The grievance shall be in writing on a grievance form, shall include the nature, facts and circumstances of the grievance, the Article(s) and subsection that have allegedly been violated and the remedy sought. Such a grievance shall commence at Step 2.

Similarly the Employer may institute a grievance.

**8.09 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

**8.10 Replies in Writing**

Replies to grievances stating reasons shall be in writing at all stages.

**8.11 Meeting Rooms for Grievances**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

**8.12** It is understood that timelines in accordance with Article 8 may be extended, in writing, by mutual agreement of the parties. Such agreement will not be unreasonably withheld.

**8.13 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) calendar days after the dates of the reply at Step 2.

**8.14 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

## **ARTICLE 9 - ARBITRATION**

**9.01 Referral to Arbitration**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.13.

The parties agree to the use of a sole Arbitrator and the initiating party will include the names of suggested arbitrators. If the parties cannot agree, either party may request the Minister of Labour to appoint a sole Arbitrator.

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

**9.02 Payment for Arbitrator**

Each of the parties to the Agreement will share equally the fees and disbursements of the Arbitrator.

**9.03 Powers of the Arbitrator**

The sole arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any provisions in lieu thereof or to give any decision contrary to the express intent of this Agreement.

**9.04 Time Limits**

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement, in writing of the parties.

## **ARTICLE 10 - DISCHARGE AND SUSPENSION**

**10.01 Unjust Discipline, Discharge or Suspension may be Grieved**

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.

**10.02 Discharge Grievance**

A discharge grievance shall proceed directly to Step 2 of the grievance procedure and must be presented, in writing, dated, and signed within ten (10) working days after notice of the discharge and after the Employee ceases to work for the Employer.

**10.03 An Employee may have access to his or her personnel file**

At a prearranged time with the Employer, and in the presence of a supervisor, and if the Employee requests a union representative may be present, an Employee may have access to his/her personnel file. The Employee will be permitted to have copies of any materials contained in his/her personnel file, but will not remove any of the contents from the file.

**10.04** Notices of discipline or suspension shall be removed from the Employee's file eighteen (18) months after the occurrence of the issuance of the discipline, provided no similar occurrence. The Employer will notify the employee in writing indicating the discipline has been removed from file.

10.05 Right to have Steward present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 11 – SENIORITY AND PROBATION**

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall be used in determining preference or priority for promotions, transfers, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time employees (by date of hire) and a separate list for all other employees (by number of hours) showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January and June of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03 below.

Within sixty (60) calendar days of ratification the Employer will prepare the seniority lists. For seniority by hours the Employer will calculate hours as accurately as possible but may be limited on how far back data can be retrieved. The list will be posted for forty-five (45) calendar days and employees may submit a written challenge to the list to the Executive Director (or designate) and the Recording Secretary of the Union (or designate). After the forty-five (45) calendar days the lists shall be confirmed and accepted as the official seniority lists. There shall be no grievance regarding the first official seniority lists once the official seniority lists are posted.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified

11.03 Probationary Employees

Newly-hired employees shall be considered on a probationary basis for a period of three (3) calendar months or 420 hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

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.

Time Off While on Probation

It is expressly understood that time off, for whatever reason will not count toward the probationary period contained herein and the probation period will be automatically extended by any such time off.

After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall only lose her seniority in the event:

- a) The Employee is discharged for just cause and is not reinstated.
- b) The Employee resigns and does not rescind within twenty-four (24) hours.
- c) The Employee is absent from work in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- d) The Employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- e) The Employee is laid off in excess of twenty (20) months. The employee and the union will be informed.
- f) The Employee engages in gainful employment without authorization while on an approved leave of absence.

11.05 Transfers and Seniority Outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority, unless mutually agreeable by both parties.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

11.06 If an Employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing a date of hire. One full year of service is equal to 1950 hours worked.

- 11.07 If an Employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing a date of hire. One full year of service is equal to 1950 hours.

## **ARTICLE 12 – PROMOTION AND STAFF CHANGES**

12.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, that is expected to last three (3) months or longer, the Employer shall post a notice on the Employer's main bulletin boards (and electronically to all staff (and to external candidates) with a copy to the Union. The position shall be posted for a period of seven (7) calendar days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than three (3) months duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate.

12.03 Outside Advertising

Outside advertising for additional employees may be posted simultaneously with internal posting. Current employees shall be, given a full opportunity to apply as provided in Article 12.01(a) before external candidates are considered.

12.04 Recognition of Seniority

In the event two (2) or more Employees apply, the Employer shall consider the qualifications, required knowledge, skills and ability of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority will fill the vacancy.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period thirty (30) working days. The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority and wage or salary.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

12.07 Postings while on Vacation or Leave

When an Employee will be absent on vacation, and/or a leave of absence, the Employee may advise her manager (or designate), in writing, and no more than seven (7) days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the Employee wishes to be considered. If such a job or position then arises during the Employee's vacation, and/or a leave of absence the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

## **ARTICLE 13 – LAYOFFS AND RECALLS**

13.01 Lay offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 13.

13.02 Definition of Layoff

A layoff shall be defined as a reduction in the number of full or part time positions.

13.03 Notice of Layoff

Should the layoff be or become indefinite, the Employer shall give notice in writing to the Employee(s) to be laid off, with copy to the Union.

Wherever reasonably able to do so, the Employer shall provide a minimum of thirty (30) calendar days' notice where a permanent layoff is necessary. Regardless, an employee shall receive such minimum notice in an amount of time equal to that laid out in the *Employment Standards Act, Ontario* for those Employees who have completed probation.

Pay in lieu of the notice shall be given by the Employer where there is insufficient work to permit the Employee(s) concerned to work out the notice period.

The Employer agrees to meet with the Union to provide notice of layoff and to discuss any alternatives that might be available and/or hear any submissions from the Union. Any agreement made in writing between the Employer and the Union will take precedent over the terms of layoff and related provisions in this collective agreement.

13.04 Layoff and Displacement

- a) Layoffs shall be in order of reverse seniority, provided that the senior Employee retained or recalled has the necessary qualifications, skills, and ability to perform the work efficiently and competently.

- b) Prior to the actual layoff of an Employee or Employees, the Employer will identify the least senior Employee(s) within the affected position to be laid off based on seniority in effect as of that date within the bargaining unit.
- c) The affected Employee(s) will be offered a choice of the following:
  - i. be reassigned to a vacant position subject to Article 13.03 (e), or
  - ii. displace the least senior Employee with lesser seniority in the same classification subject to Article 13.03 (e), or
  - iii. displace the least senior Employee in a different classification subject to Article 13.03 (e), or
  - iv. accept the layoff with the right of recall; or
  - v. where the Employer indicates a permanent layoff, the Employee may choose to waive their recall rights and accept the permanent layoff in accordance with Article 14.02. In such cases, the Employee is deemed terminated and loses all seniority and right to recall.
- d) The decision of the Employer shall be given in writing to the Executive Director (or designate) within seven (7) calendar days following notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.
- e) All displacements are subject to the Employee having the necessary qualifications, skills, and ability to perform the work efficiently and competently.
- f) The qualifications shall not be changed for the purposes of allowing or disallowing the displacement of a less senior Employee during the application of this Article.
- g) New Employees shall not be hired until those laid off have been given the opportunity of recall provided that the Employee(s) on layoff and entitled to recall possess the requirements as outlined in Article 13.03 (e).

#### 13.05 Limitations on Bumping

- a) Laid off part-time employees shall not have the right to displace full-time employees.
- b) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

#### 13.06 Recall

- a) The Employer will recall Employees in order of seniority to vacant regular bargaining unit positions for which they have the necessary requirements, in accordance with Article 13.04 (e), for a period of eighteen (18) months.
- b) The posting procedure shall not apply until those laid off and entitled to recall in accordance with this Article have been given the opportunity to recall.
- c) Notice of recall shall be sent by registered mail and email to the last known address of the Employee, who shall:

- i. Confirm with the Employer of their intention to accept the recall and return to work within two (2) working days of being notified of recall; and,
    - ii. Return to work within seven (7) calendar days, or the start date in the letter of recall if it is later than seven (7) calendar days from the date of confirmation.
  - d) Failure of the employee to respond within the timeframe outlined herein the employee will be deemed to have resigned from their employment with the Employer and shall have no further right to recall.
- 13.07 An Employee who has been on layoff for more than eighteen (18) months shall lose all rights of recall and seniority.
- Where an Employee has been laid off in accordance with this Collective Agreement, and recalled within eighteen (18) months, the period of layoff shall not be included in determining the length of continuous service.
- 13.08 Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work, provided they have the necessary requirements as per 13.04 (e). An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.
- 13.09 No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the recall provisions, or have been found unable to perform the work available.
- 13.10 Grievances concerning layoff and recall shall be initiated at Step 2 in accordance with Article 8.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Normal Hours of Work**

- a) The normal hours of work (excluding PSW's) shall be seven (7) hours per day, exclusive of an uninterrupted unpaid one (1) hour meal break. The normal days per week shall be five (5) days per week with a week being the period from Monday to Sunday.  
  
For Personal Support Worker's (PSW's) the normal hours of work may vary and normal hours of work shall be up to twelve (12) hours per day, exclusive of a one (1) hour unpaid meal break (except where the employee is required to hold the direct alert monitor on the overnight or paid holiday shifts). Such break may be interrupted in the event of a client emergency, in which case the remainder of the break shall be taken at a later time but prior to the end of the shift (except in emergency circumstances).
- b) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

- c) All extra hours shall be distributed as equitably as possible within the department and based on availability.

14.02 Rest Period

Where an employee wishes she may take a thirty (30) minute unpaid lunch and in such instance shall be permitted an unpaid rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer.

For partial shifts a thirty (30) minute unpaid lunch will be provided for shifts exceeding five (5) hours.

14.03 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees. Employees shall also be allowed to exchange shifts within the same pay period. Any such requests shall be made to the employee's immediate supervisor (or designate) in writing and permission will not be unreasonably withheld. Consideration will be given to operational requirements. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid only to the employee working the shift.

14.04 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, Employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

- 14.05 When a Respite Employee is assigned shift lead duties, they will receive a shift lead premium of two dollars and seven cents (\$2.07) per hour for that shift.

## **ARTICLE 15 – OVERTIME**

- 15.01 An Employee shall receive their direct supervisor's approval before working time in excess of normal hours, except under emergency circumstances.

- a) being required to remain on shift pending the arrival of another employee.
- b) being required to attend to a medical emergency beyond scheduled work hours

- 15.02 a) Employees are expected to request "flex-time" where work outside their normal hours is required and will result in overtime being incurred. Such request shall be made in writing to the employee's direct supervisor in advance of working such time, and shall not be unreasonably denied.

- b) Flex time in the form of working additional regular hours within the same pay period may also be so requested

15.03 A full-time Employee who performs work in excess of thirty-five (35) hours per week, but less than forty-four (44) hours per week, will be compensated by receiving payment for hours worked at straight time.

For full-time salaried employees such time will be compensated as lieu time.

15.04 All Employees who perform work in excess of forty-four (44) hours per week will be compensated at time and one-half (1 ½) for hours worked in excess of forty-four hours in that week.

For full-time salaried Employees such time will be compensated as lieu time.

15.05 Lieu Time

(a) Lieu time shall be taken in the same period in which it was accrued wherever possible, or by such later date as authorized in writing by the Employees immediate supervisor (or designate).

(b) Lieu time shall be taken at a mutually convenient time and shall require prior approval of the employee's direct supervisor, which shall not be unreasonably withheld.

(c) Notwithstanding the above, an employee shall not accumulate more than ten (10) hours of lieu time at any one time without written permission of the Executive Director (or designate).

15.06 All other employees shall receive overtime in accordance with the Employment Standards Act.

15.07 Distribution of Overtime

Where possible, overtime shall be offered in order of seniority to the employees who are willing and qualified to perform the work that is available within the department and based on availability, except in emergency circumstances.

15.08 Minimum Call-back Time

When an Employee is called back to work after leaving, such employee shall be paid a minimum of three (3) hours at their regular rate.

## **ARTICLE 16 – HOLIDAYS**

16.01 The following Holiday Pay provisions apply to all employees:

List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day                      Canada Day (July 1st)

Labour Day                              Civic Holiday

Thanksgiving Day                      Good Friday

Easter Monday                          Christmas Day

Victoria Day                              Boxing Day

Family Day

Paid holidays for part-time and casual Employees shall be calculated in accordance with the Employment Standards Act and will be pro-rated based on the number of hours worked during the qualifying period.

**16.02 Holiday Qualifications**

In order to be entitled to receive payment for these holidays, the Employee must work her scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness (submission of a medical note is required).

**16.03 Payment for Holidays**

Any Employee who is required to work on any of the above-named holidays will receive public holiday pay and will be paid at the rate of time and one-half (1½) the Employee's regular hourly rate for every hour worked on such day. The employee may be granted an alternate day off without pay, at a mutually agreeable time, to be taken within sixty (60) days after the holiday

**16.04 Holidays for Days Off**

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee shall receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

Employees may take lieu time off during the period two (2) months in advance or following the holiday at a time mutually agreed. If an Employee takes paid time off before the holiday and their employment then ends before the holiday occurs, any pay they may have received is an offset against any wages or vacation pay owed them.

## **ARTICLE 17 – VACATIONS**

**17.01 Vacation Entitlement**

All full-time employees, who have completed their probationary period and have been working for the Employer:

<b>YEARS OF SERVICE</b>	<b>VACATION ENTITLEMENT</b>
Up to one (1) year	0.83 days per month, up to a maximum of two (2) weeks
More than one (1) year and less than five (5) years of service	1.25 days per month, up to a maximum of three (3) weeks
More than five (5) years of service	1.67 days per month, up to a maximum of four (4) weeks
More than fifteen (15) years of service	2.08 days per month, up to a maximum of five (5) weeks

*It is understood that a day is equal to seven (7) hours paid. Vacation accrual will be pro-rated for those working less than full-time hours.*

Employees classified as full time shall accrue and be entitled vacation consistent with the chart above

17.02 All part-time Employees shall be entitled to vacation time and/or vacation pay at a rate of four percent (4%) in accordance with the Employment Standards Act. Vacation pay shall be paid out with each pay.

More than seven (7) years, part-time Employees shall receive six percent (6%) vacation time and/or vacation pay.

17.03 All other employees shall be entitled to vacation time and/or vacation pay at a rate of four percent (4%) or six (6%) percent or in accordance with the Employment Standards Act. whichever is greater. Vacation pay shall be paid out with each pay.

17.04 Holidays During Vacation

If a paid holiday falls or is observed during an Employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

17.05 Vacation Pay on Termination

An Employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

Any advance vacation credits or overpayment shall be deducted from the Employee's final pay.

17.06 Preference in Vacations

- a) Employees are required to submit preferred vacation by February 27<sup>th</sup> in each year, or a date agreed to by the Employer and the Union.
- b) Employees will, in order of seniority, be assigned vacation based on their request(s), if any. Employees must submit any requests for vacation prior to February 27<sup>th</sup> in each year for selection based on seniority.
- c) The initial vacation schedule will be finalized by March 31<sup>st</sup> of each year.
- d) After the schedule is finalized any subsequent requests for vacation will be handled on first-come first-serve basis. A more senior employee may not bump a less senior employee from an approved vacation period.
- e) Vacation availability will be subject to any Employer restrictions (e.g., limits during peak periods, submission of requests, operational requirements, etc).
- f) All vacations will typically be taken in weekly increments and will commence on a Monday. Vacations may be taken in daily increments (one (1) day per week) for justifiable or compassionate reasons, subject to management approval and with regard for operational efficiency/coverage.

**17.07 Unbroken Vacation Period**

An Employee shall be entitled to receive her vacation in an unbroken period of no more than three (3) weeks at any one time, except where otherwise requested and mutually agreed upon between the employee concerned and the Employer.

**17.08 Illness During Vacation**

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident requiring admission to hospital or confined to bed rest occurred while on vacation.
- b) It is understood that the Employer will reschedule vacation for an Employee whose vacation would be interrupted by a serious illness requiring admission to hospital or confined to bed rest occurring immediately prior to the scheduled vacation.
- c) In either instance the employee will notify the Employer of such illness or accident as soon as possible. Confirmation must be submitted to the Employer.

**17.09 Bereavement During Vacation**

Bereavement leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee, which in the event that a death occurred while on vacation and the employee is eligible for bereavement leave. The employee must notify the Employer of the bereavement immediately and prior to returning from the vacation period.

**17.10 Carry-Over of Vacation**

Subject to approval in writing by the Executive Director (or designate), an Employee shall be allowed to carry over up to five (5) days of vacation by March 31<sup>st</sup> each year. It is understood that any carry-over must be taken within sixty (60) calendar days after March 31<sup>st</sup> each year.

## **ARTICLE 18 – SICK LEAVE PROVISIONS**

**18.01 Sick Leave Defined**

Sick leave means the period of time a full-time employee is permitted to be absent from work with full pay by virtue of being sick or disabled, to care for an ill family member or because of an accident for which compensation is not payable under the Employer's workplace accident insurance plan.

**18.02 Sick Leave**

Eligible Employees shall have access to paid time off that may be used for sick leave, as Authorized Absence Days as follows:.

- a) Regular full-time salaried Employees, who have successfully completed their probationary period, are eligible to receive up to fifteen (15) days, with pay, each fiscal year for the following reason(s):
  - (i) Religious observances
  - (ii) Sick time

- (iii) Illness of a family member (defined as son daughter, spouse or common law partner)
  - (iv) Doctor or dentist appointment
  - (v) Employee birthday (1 day only)
  - (vi) Special circumstances approved by the Executive Director (or designate)
- b) Authorized Absence Days must be taken in either full day or half day increments.
  - c) 18.0Up to a maximum of three (3) Authorized Absence Days may be carried over to the following fiscal year. At no time may any Employee have more than eighteen (18) Authorized Absence Days.
  - d) Authorized Absence Days are not to be used as "additional" vacation days.
  - e) The Employer will not provide payment at any time for any unused Authorized Absence Days, including upon cessation of employment.
  - f) Employees are responsible to provide advance notice to the Senior Manager, Human Resources (or designate) prior to taking Authorized Absence Days. In the event that reasonable notice has not been provided, which is to be determined in the sole discretion of the Employer, management may require the employee to take the day(s) as an unpaid day of leave.
  - g) It is understood that this entitlement shall be set off against any leave entitlements under applicable provincial minimum employment standards legislation.
  - h) It is understood that any advance Authorized Absence Days credit or overpayment shall be deducted from the Employee's final pay. It is understood that Authorized Absence Days entitlement of new employees only, are prorated until March 31 following the date of hire.
  - i) An ongoing account of Authorized Absence Days used, and available for use, shall be provided twice per year.

### 18.03 Proof of Illness

Following three (3) consecutive days of illness, an Employee may be required to provide a doctor's certificate, certifying that the employee was unable to carry out her duties due to illness. If there is a cost to the employee for the medical certificate, it will be paid for by the Employer. A receipt must be submitted for reimbursement. Upon the presentation of a receipt, the Employer shall pay for any and all medical documentation it requests.

The Employer also reserves the right to request a medical certificate where there's a record of pattern absenteeism.

18.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or lay-off.

18.05 Notification to Employer

An employee who is unable to report for duty on her scheduled shift shall notify the Employer of this fact in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond her control.

18.06 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

## **ARTICLE 19 – LEAVE OF ABSENCE**

### **UNION LEAVE:**

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any Employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Function

Upon notification to the Employer, in writing and two weeks in advance, an Employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence for reasonable period(s) of time with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.03 Leave of Absence for Full-Time Union or Public Duties

An Employee may request a leave of absence, without pay and without loss of seniority, for a period of up to one (1) calendar year where they are elected or selected for a full-time position with the Union. The request must be submitted to the Executive Director (or designate) at least four (4) weeks in advance of the leave commencing and such request shall not be unreasonably denied. It is understood this leave is limited to one (1) employee of the Employer at any given time.

19.04 Family Leave

Employees shall be granted a leave of absence of up to eight (8) weeks, without pay, to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the Employee will continue to accumulate all

benefits and seniority under the Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority."

#### 19.05 Pregnancy and Parental Leave

Unless otherwise amended herein, Pregnancy, Parental and Adoption Leave will be granted, in accordance with the Employment Standards Act of Ontario.

##### (a) Pregnancy Leave

- i. Pregnancy Leave shall be granted for up to seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- ii. If possible, the employee shall give the Employer at least two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence.
- iii. The Employee must have started employment at least thirteen (13) Weeks' prior to the commencement date of birth.
- iv. The Employee must give two (2) weeks' notice of her intention to return to work. Once started, the employee may shorten the duration of the leave of absence requested under this Article upon giving four (4) weeks' notice of her intention to do so. Any request that would extend the leave beyond the allotted seventeen (17) weeks must be in writing four (4) weeks in advance and must be approved by the Employer.
- v. During the period of leave, the Employee may continue benefit coverage, including LTD, provided the carrier permits, and the benefit premiums during this period shall be paid in the same manner as previous to the leave.

An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer four (4) weeks prior to the end of her leave. The employee will be returned to her former job if it still exists, or to a comparable job in the event that her former job has been eliminated.

- vi. Upon expiry of the seventeen (17) weeks Pregnancy Leave, an Employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this agreement. The Employee shall give the Employer at least two (2) weeks' notice in writing that she intends to take Parental Leave.
- vii. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

##### (b) Parental /Adoption Leave

- i. An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date

the child first came into care or custody of the employee, shall be entitled to parental leave.

- ii. A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his/her own.
- iii. Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave must begin immediately after the pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and up to thirty-seven (37) weeks in duration if she/he did not.
- iv. The employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of absence unless, in the case of Adoption Leave, she is prevented from doing so by reason of the child coming under the care earlier than expected. An Employee who wishes to change her/his return to work date must give the Employer two (2) weeks' written notice.
- v. During the period of leave, the employee may continue benefit coverage, including LTD, provided the carrier permits, and benefit premiums during this period shall be paid in the same manner as previous to this leave.

An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer four (4) weeks prior to the end of her leave. The Employee will be returned to her former job if it still exists, or to a comparable job in the event that her former job has been eliminated.

Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

c) Reinstatement

An Employee who intends to return to work at the end of his/her leave of absence shall advise Warden Woods and shall be reinstated to his/her former position without loss of seniority, unless notification of layoff has been provided in accordance with Article 13.

19.06 Bereavement

In the event of a death of an Employee's immediate family member the employee shall be entitled to paid leave for scheduled hours for a period of up to a maximum of three (3) consecutive working days.

Immediate family includes: spouse (including same sex or common-law spouse and fiancé), sister, brother, mother, father, mother-in-law, father-in-law, child, step-child, niece, nephew, aunt, uncle, grandmother or grandfather, grandchild.

19.07 Medical Leave

Employees shall be granted a leave of absence of up to sixteen (16) weeks, without pay, for medically necessary, or elective, medical procedures. When such leave is requested, the Employer shall respond to the request for the provision of such leave within forty eight (48) hours of having received the request and supporting medical documentation (if required). The employee may request that a record of employment be provided for Employment Insurance purposes during this leave. This leave is in addition to all other existing leave provisions in the Collective Agreement or the Employment Standards Act.

During the leave the Employee will continue to accumulate benefits as permitted by respective carriers, and seniority, under the Collective Agreement. On return from leave, employees will be placed in their former position, providing it exists.

## **ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

20.01 Pay Days

The Employer agrees that wages will be paid bi-weekly. Employees also have the option of a mid-month payment upon request to the Employer.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

*If an Employee is under paid by Employer error, the following applies:*

If the amount of the error is greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors due to the employee and/or for lesser amounts than a days' wages will normally be corrected on the next pay.

20.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.03 Payment for In-Service

The Employer agrees to pay employee who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

## **ARTICLE 21 – EMPLOYEE BENEFITS**

21.01 Master Policy

a) Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

b) The Employer shall provide each employee with a booklet outlining all current benefits for which they are eligible.

**21.02 Change of Carriers**

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 All full-time Employees will be eligible for participation in the Employee benefit plan after they complete three (3) month's continuous service.

**21.04 Payment of Premiums**

The Employer will pay 100% of the monthly premiums.

Employees will pay 100% of the long-term disability premium.

21.05 The Employee benefit plan will provide for basic health, extended health, dental, long term disability, AD &D and life insurance.

21.06 The specific coverage under the plans and the receipt of benefits from the plan shall be in accordance with the terms and conditions of the plan(s) and shall not constitute part of this agreement, and shall not be changed other than through negotiation with the Union.

21.07 Employees may continue to participate in the employee benefit plan while on a paid leave of absence and/or sick leave up to a maximum of one (1) year. Employee may also continue to participate in the plan while on pregnancy and/or parental leave. Employees on Long-term Disability (LTD) may continue to participate in the employee benefit plan for up to a maximum of two (2) years.

Employees on layoff will be eligible to participate in the employee benefit plan for a period of one (1) calendar month from the date of layoff.

## **ARTICLE 22 – REGISTERED RETIREMENT SAVING PLAN**

22.01 The Employer recognizes the importance of retirement planning and providing support to Employees for retirement planning. The Employer encourages participation for eligible Employees in the group RRSP and RPP plans and will notify Employees how they qualify to participate in the plan.

22.02 Participation in the plan for eligible employees is voluntary. Employees may join the plan following probation and anytime thereafter, by submitting the application form at least sixty (60) days in advance of when they wish deductions to commence.

22.03 Eligibility

Full-time and part-time Employees regularly scheduled to work twenty (20) hours or more per week, and who have completed probation, are eligible to participate in the group RRSP and RPP plans.

All other Employees are not eligible to join the group RRSP and RPP plans.

22.04 Eligible Employees may contribute at any one of the following options:

- i. Two percent (2%) of gross wages/salary.
- ii. Three percent (3%) of gross wages/salary.
- iii. Four percent (4%) of gross wages/salary.

Contributions in options (i)-(iii) will be matched by the Employer. The Employer contribution shall be remitted to the RPP plan. Employee deductions will be made from each pay and remitted to the RRSP plan.

22.05 Provided the plan permits, Employees may make additional contributions in excess of four percent (4%). Additional contributions will not be matched by the Employer.

22.06 Employees may increase or decrease their contribution option by submitting a written request at least sixty (60) days in advance to Human Resources (or designate).

22.07 Employees may cancel their participation in the plan or make withdrawals from the plan by submitting a written request at least sixty (60) days in advance to Human Resources (or designate). Where an employee cancels participation and/or makes a withdrawal, provided the plan(s) permits, from the group RRSP and/or RPP plan(s) they will be removed from the plan(s) and not be eligible to re-apply for participation for a period of three (3) years.

22.08 The group RRSP and RPP plans are defined contribution plans and as such the Employer cannot guarantee performance or return of RRSP and/or RPP contributions. Nothing in this Article shall be construed as a guarantee of benefit or retirement income.

## **ARTICLE 23 – TECHNOLOGICAL CHANGES**

23.01 Technological and Other Changes

Where reasonably able to do so, the Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change on its employees.

## **ARTICLE 24 – HEALTH AND SAFETY**

24.01 The parties agree to abide by the Occupational Health and Safety Act and its regulations as well as the Employer's health and safety policies and procedures. The Employer and the Union

agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.

24.02 The parties agree to participate in the Joint Health and Safety Committee. The Employer recognizes the right of the Union to appoint a maximum of four (4) Employees as representatives to such committee.

24.03 The Committee shall identify potential dangers, recommend means of improving the health and safety programs and shall obtain information from the Employer or other persons respecting the identification of hazards. The Committee shall advise the Employer on the creation of health and safety policies and standards. The committee shall normally meet at least once a month. Scheduled time preparing for, and spent in such meetings is to be considered to be time worked, consistent with OHSA. The Union and the Employer shall alternate the chairing of Joint Health and Safety Committee meetings. Minutes shall be taken of all meetings by the chairing party and copies shall be sent to the Employer and to the Union.

24.04 Workplace Accident Insurance

The Employer shall maintain its existing workplace accident insurance policy/plan that meets the necessary workplace accident insurance requirements.

A Workplace Accident Insurance Application booklet detailing specific available benefits shall be provided to every member.

Application forms shall be made available to all staff immediately upon the report of injury or illness in the workplace requiring medical attention, or hospitalization.

24.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation, basic training and of all rules and practices in Health and Safety.

## **ARTICLE 25 – GENERAL CONDITIONS**

25.01 Bulletin Board

Where reasonably able to do so, the Employer shall provide a bulletin board at every site which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities. A copy of Union postings will be provided to the Executive Director (or designate) prior to posting.

It is understood that the Employer may institute an electronic shared drive in place of a bulletin board for these purposes.

25.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the

signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

25.03 Gender Neutral Pronouns

All pronouns in the Collective Agreement shall be changed during this revision to gender neutral pronouns for the purpose of equity being reflected in the language of the agreement.

25.04 Travel Allowance

The Employer agrees to pay an Employee mileage at a rate of fifty-five cents per kilometre (\$0.55/km) where an Employee has been authorized by the Employer to use his/her own automobile for Employer business and agrees to do so. It is understood the Employee is required to maintain adequate insurance in such instance, at his/her own expense.

25.05 Public Transit

Employees required to utilize public transportation for Employer business will be reimbursed at the single rate purchase price for the cost of such public transportation from one work location to another and/or for use of public transit for Employer business.

Where travel by transit is routinely required as part of the employees work and for an extended period they may be eligible for reimbursement for up to fifty percent (50%) or more of the monthly cost of a municipal public transit pass. It is understood that the percentage covered will be in direct relation to amount of travel by transit that is required by the employee in any given month. Detailed records of work and travel must be maintained and submitted by the employee for such reimbursement.

Employees should use the most cost-effective mode of transportation for Employer business wherever possible and/or practicable.

## **ARTICLE 26 – RETROACTIVITY**

26.01 Any wage adjustments contained in Schedule A shall be retroactive to June 1, 2021 for all active employees on the payroll upon ratification of this collective agreement.

26.02 The retroactive payments made pursuant to this Article shall be paid in a lump sum payment, minus applicable statutory deductions.

26.03 The retroactive payments owed pursuant to this Article shall be made within sixty (60) calendar days of ratification to all eligible Employees.

## **ARTICLE 27 – TERM OF AGREEMENT**

27.01 Effective Date

The term of this Agreement shall be from June 1, 2021 to May 31, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party

notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

June 1, 2021, apply 1% increase to base rates  
June 1, 2022, apply 1% increase to base rates  
June 1, 2023, apply 1% increase to base rates

**Bill 124**

In the event that Bill 124 is declared unconstitutional, withdrawn, repealed, or otherwise amended, the Parties agree to open the agreement only for purpose of discussing potential wage adjustment in year 3 of this agreement.

**27.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**SIGNED at Toronto, Ontario on this 9th day of March, 2022.**

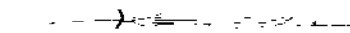
**FOR THE UNION**

**FOR THE EMPLOYER**



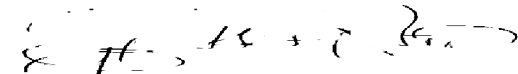
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Celia McDougall

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Joseph Zhao



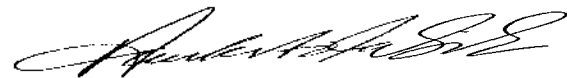
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Humberto da Silva

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Andrea Watson



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Karen Metcalfe

## SCHEDULE A: Salaried Positions

## Local-5218

Position	May 31, 2021	June 1, 2021 to May 31, 2022 Salary increase 1%	June 1, 2022 to May 31, 2023 Salary increase 1%	June 1, 2023 to May 31, 2024 Salary increase 1%
Caregiver Support Counsellor	36,321.02	36,684.24	37,051.09	37,421.61
CIA Coordinator	39,650.42	40,046.93	40,447.41	40,851.90
Community Development Coordinator	34,396.46	34,740.43	35,087.85	35,438.74
Community Support Worker	38,141.85	38,523.28	38,908.52	39,297.62
ECS–Programme Support Worker	30,800.33	31,108.34	31,419.44	31,733.64
HIF Homeless Prevention Worker	35,938.76	36,298.16	36,661.15	37,027.77
HIV/IDU Harm Reduction Worker	37,967.39	38,347.07	38,730.55	39,117.87
Local Immigration Partnership (LIP) Officer	50,639.27	51,145.67	51,657.14	52,173.72
Meals on Wheels (MOW) and Congregate Dining (CGD) Coordinator	38,232.61	38,614.95	39,001.11	39,391.13
Scarborough Conflict Resolution (SCRS) Coordinator	40,076.28	40,477.05	40,881.83	41,290.66
Support Worker and Food Security Investment (FSIP) Assistant	31,599.38	31,915.38	32,234.55	32,556.90
Driver	29,488.97	29,783.87	30,081.72	30,382.55
Transportation Administrator	30,846.56	31,155.04	31,466.60	31,781.27
Recreationist	32,217.77	32,539.96	32,865.37	33,194.03
RECE	46,123.25	46,584.49	47,050.35	47,520.86
ECA	40,475.50	40,880.27	41,289.08	41,701.98
Community Health Promoter	36,836.80	37,205.18	37,577.24	37,953.02

**SCHEDULE A: Relief Positions**

**Local-5218**

<b>Position</b>	<b>May 31, 2021</b>	<b>June 1, 2021 to May 31, 2022</b>	<b>June 1, 2022 to May 31, 2023</b>	<b>June 1, 2023 to May 31, 2024</b>
		<b>June 1/20+ 1%.</b>	<b>Column 1 + 1 %</b>	<b>Column 2 + 1 %</b>

ADP/EPC Relief	15.75	15.92	16.09	16.26
Childcare Worker	14.48	15.15	15.32	15.48
Personal Support Worker	14.75	15.16	15.32	15.48
MOW Assistant	18.9	19.10	19.30	19.50
Reception	14.48	15.15	15.32	15.48
Home Help Worker **	14.48	15.15	15.32	15.48
RECE **	22.15	22.38	22.62	22.85
ECA **	20.24	20.45	20.67	20.88
Health Boost Assistant **	14.28	15.15	15.31	15.48

Position	Jun.1/21	Jun. 1/21 to Sept.30/22 Jun. 1/20+ 1%.	Oct.1/22 to May 31/23	Jun. 1/22 to May 31/23 Column1+1%	Jun. 1/23 to May 31/24 Column2+1%
After School/Summer Worker	14.48	15.15	15.65	15.82	15.98
After School/Summer Leader	14.48	15.15	15.65	15.81	15.98
Home Help Worker	14.48	15.15	15.65	15.81	15.98
Homeless Drop-in Assistant	14.48	15.15	15.65	15.81	15.98
HIV/IDU Outreach Worker	14.48	15.15	15.65	15.81	15.98
LEAD Youth Worker	14.48	15.15	15.65	15.81	15.98
Programme Assistant (YPMP) Mediate ME *	14.70	15.15	15.65	15.81	15.98
Personal Support Worker	14.92	15.15	15.65	15.81	15.98
Youth Outreach Worker	14.49	15.15	15.65	15.81	15.98
Students - Canada Summer Jobs and/or YMCA etc.	14.48	15.15	15.65	15.81	15.98

Position	May 31, 2021	June 1, 2021 to Sept. 30, 2022 June 1/20+ 1%.	October 1, 200 to June 1, 2022	June 1, 2022 to May 31, 2023 Column 1 + 1 %	June 1, 2023 to May 31, 2024 Column 2 + 1 %
Childcare Worker	14.48	15.15	15.65	15.81	15.98
Personal Support Worker	14.75	15.15	15.66	15.82	15.99
Reception	14.48	15.15	15.65	15.81	15.98
Home Help Worker **	14.48	15.15	15.65	15.81	15.98
Health Boost Assistant **	14.28	15.15	15.65	15.81	15.98

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN**

**Warden Woods Community Centre  
AND  
CUPE and its Local 5218**

**Re: Wages Outside Schedule A**

The parties agree they endeavour to reach wage parity in job classifications contained in Schedule A and the Employer and the Union acknowledge that the Employee(s) listed below currently have salary rates above those contained in Schedule A.

The Employer and the Union agree that the following Employee(s) whose salaries are above those contained in Schedule A will be held at their current rate of pay as follows:

Employee Name	Classification	2017	2018	2019	2020
Kamil Girgis	Driver	30,093.15	30,093.15	30,093.15	30,093.15

It is understood this Letter of Understanding will no longer apply to the above-noted employee(s) once the rate reaches the wage rate provided for in Schedule A.

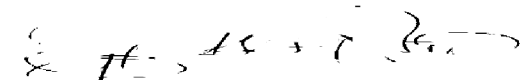
**Signed at Toronto this 9th day of March 2022.**

**For the Union**



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Celia McDougall

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Karen Lahura



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Erica Brooks



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Humberto da Silva

**For Warden Woods  
Community Center**

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Joseph Zhao



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Michael Nyakundi



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Andrea Watson



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Karen Metcalfe

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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN**

**Warden Woods Community Centre  
AND  
CUPE and its Local 5218**

**Re: Bargaining Unit Work and Management, Volunteers and Peer Workers**

The Union and the Employer recognize certain circumstances where, based on program needs and available resources, management staff, volunteers and peer workers undertake work that would normally be classified as bargaining unit work.

It is agreed that this practice will remain in effect but will not be expanded beyond what is current at the time of ratification of this Agreement, without consultation with the Union.

It is further agreed and understood that Peer Workers are not employees but may be provided with an honorarium from time to time. As such they will not be party to this collective agreement.

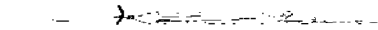
Concerns related to this Letter of Understanding shall be discussed at Labour Management Committee.

**Signed at Toronto this 9th day of March 2022.**

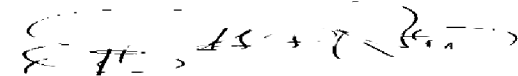
**For the Union**



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Celia McDougall



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Karen Lahura



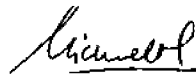
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Humberto da Silva

**For Warden Woods  
Community Center**

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Joseph Zhao



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Michael Nyakundi



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Andrea Watson



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Karen Metcalfe

**LETTER OF UNDERSTANDING No. 3**

**BETWEEN**

**Warden Woods Community Centre  
AND  
CUPE and its Local 5218**

**Re: Agency Employees**

The Union and the Employer recognize that based on operational and staffing needs from time to time the Employer is unable to fill shifts with existing bargaining unit employees.

Agency staff shall only be used after all qualified employees have been contacted to fill available shifts.

Where this occurs the Employer utilizes Agency Employees to assist in filling shifts on an emergency basis to ensure shifts are properly staffed.

It is understood that the practice of utilizing Agency Employees through an Agency shall continue after ratification.

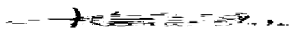
Agency Employees will not be on the Employer's payroll and will not be required to pay Union dues and therefore will not be covered by the terms of the collective agreement.

**Signed at Toronto this 9th day of March 2022.**

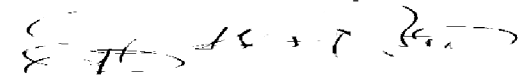
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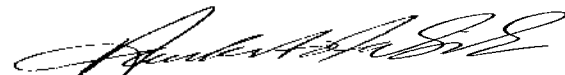
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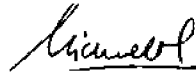
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Humberto da Silva

**For Warden Woods  
Community Center**

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Joseph Zhao



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Michael Nyakundi



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Andrea Watson



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Karen Metcalfe

**LETTER OF UNDERSTANDING No. 4**

**BETWEEN**

**Warden Woods Community Centre  
AND  
CUPE and its Local 5218**

**Re: Pay Equity**

The Parties agree that within six (6) months of ratification of this Collective Agreement, that a committee will be formed to address the review and maintenance of the current Pay Equity Plan in place and to ensure the requirements under the Pay Equity Act are being met.

The committee will be composed of equal number of Employer representatives and Union representatives of not less than two (2) each.

The committee may elect from time to time to include other resource people in their meetings.

A committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such meetings with the Agency.

**Signed at Toronto this 9th day of March 2022.**

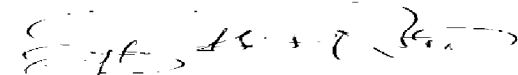
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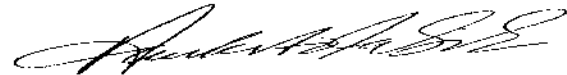
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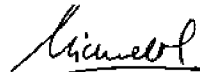
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Humberto da Silva

**For Warden Woods  
Community Center**

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Joseph Zhao



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Michael Nyakundi



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Andrea Watson



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Karen Metcalfe

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN**

**Warden Woods Community Centre  
AND  
CUPE and its Local 5218**

**Re: Permission of the Union for Canada Summer Jobs Programs, Service Canada and HRSDC grants and other Funding Applications**

The Union and the Employer recognize that from time to time there are opportunities for funding including short-term funding that is granted for less than one year with no guarantee of extension. The funding may be designated for additional staff positions and/or programs of the Employer.

The parties agree that employees who are hired specifically for positions funded by short-term funding shall be considered to be temporary contract employees. The employees shall only become permanent if the short-term funding is approved to become permanent funding.

The parties further recognize the challenges of responding to funding applications in a timely fashion and the need to repeatedly request letters from the Union to support applications.

The Union will provide the Employer with permission for such proposals provided that the jobs, duties and terms and conditions of employment in the Employer's application for funding are not in conflict with the any terms or conditions of the Collective Agreement.

The Employer agrees to provide notice to the Union of proposals where this Letter of Understanding will be included. The Union will respond within 10 working days.

It is understood this Letter of Understanding includes, but is not limited to, submissions for the: HRSDC - Canada Summer Jobs Program, TESS – Toronto Employment and Social Services, YMCA Summer Student Exchange Programme, City of Toronto (Respite). The funding will not replace any current bargaining unit positions.

It is agreed this Letter of Understanding shall be attached to such proposals for funding to reflect the agreement of the parties.

This Letter of Understanding shall remain in effect through the duration of this collective agreement.

**Signed at Toronto this 9th day of March 2022.**

**Warden Woods  
Community Centre**

**CUPE Local 5218**

**For the Union**

**For Warden Woods  
Community Center**



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Celia McDougall

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Joseph Zhao

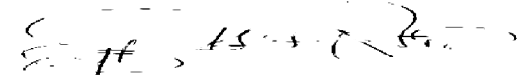


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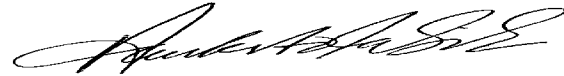


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Erica Brooks

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Andrea Watson



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Humberto da Silva

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Karen Metcalfe

**NEW:**  
**LETTER OF UNDERSTANDING No. 7**  
**BETWEEN**  
**Warden Woods Community Centre**  
**AND**  
**CUPE and its Local 5218**

**Re: Return from Vaccination Leave**

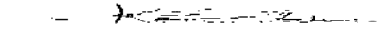
All employees placed on leave due to their vaccination status shall be returned to work with no loss of service or seniority upon changes to the vaccination mandate policy of the agency or the funder, allowing them to do so.

**Signed at Toronto this 9th day of March 2022.**

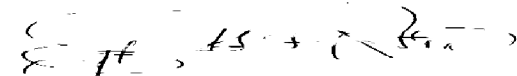
**For the Union**



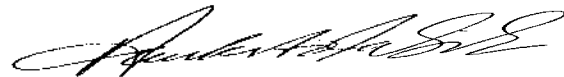
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Celia McDougall



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Karen Lahura



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Erica Brooks



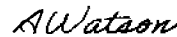
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Humberto da Silva

**For Warden Woods  
Community Center**

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Joseph Zhao



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Michael Nyakundi



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Andrea Watson



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Karen Metcalfe