

# COLLECTIVE AGREEMENT

- between -

**eva's**

**EVA'S INITIATIVES**

- and -

**CUPE·SCFP** / *Canadian Union of Public Employees*  
*Syndicat canadien de la fonction publique*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4358.02**

**EXPIRY: SEPTEMBER 30, 2022**

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## **ARTICLE 1 – GENERAL PURPOSE AND PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement.
- (a) To build and maintain harmonious relations between the Employer and its employees;
  - (b) To provide for the final and binding settlement of grievances and disputes;
  - (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
- 1.02 Eva's Initiatives' mission is to work collaboratively with youth at-risk of homelessness and youth experiencing homelessness to help them reach their potential to lead productive, self-sufficient and healthy lives by providing safe shelter and a range of services and create long term solutions for them by developing and implementing proactive and progressive services.
- Accordingly, the parties are determined to establish, within a framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.
- 1.03 No amendment, change or alteration of this Agreement shall be effective unless and until made in writing and signed by the authorized representatives of the parties to this Agreement.
- 1.04 We acknowledge the land we are meeting and working on is the traditional territory of many nations including the Mississaugas of the Credit, the Anishinaabeg, the Chippewa, the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. We also acknowledge that Toronto is covered by Treaty 13 with the Mississaugas of the Credit and the Williams Treaties signed with multiple Mississaugas and Chippewa bands.

## **ARTICLE 2 – SCOPE & RECOGNITION**

- 2.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all employees of Eva's Initiatives (formerly known as North York Emergency Home for Youth) in the City of Toronto, save and except supervisors, persons above the rank of supervisor, office and clerical employees, executive assistant to the Executive Director and student placements who are on placement with the Agency for a specified period of time as part of their educational process, and who receive no payment for their services.

The parties agree that youth participants and persons participating in a co-operative or work experience program are not included in the bargaining unit.

- (b) The Employer will keep the Union informed of any potential changes to the above positions, including position titles.
- (c) Where a new position(s) is created, the Employer will meet with the Union to confirm the Bargaining Unit status of the newly created position(s). Any disputes between the parties regarding the foregoing shall be dealt with pursuant to the Grievance and Arbitration provisions of this Agreement.
- (d) The Employer will keep the Union informed of changes to a job description of any Bargaining Unit position. Any disputes between the parties regarding the foregoing shall be dealt with pursuant to the Grievance and Arbitration provisions of this Agreement.
- 2.02 Persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not perform the work normally performed by employees in the Bargaining Unit, to the extent that it results in the layoff of Bargaining Unit employees.
- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s), that conflicts with the terms of this Collective Agreement.
- 2.04 (a) Throughout this Agreement, all parties shall acknowledge that wherever the singular is used, it may also be deemed to mean the plural within the appropriate context.

All references to "spouse" in this Collective Agreement shall include common-law and/or same sex partner.

(b) For the purposes of this Agreement, "days" shall mean working days, save and except Saturdays, Sundays, public holidays or other paid leave days as provided for in this Agreement unless otherwise specified.

2.05 The Union will supply the Employer with the names of its Officers and representatives within 20 days of any such changes, additions or deletions. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business within 20 days of any such changes, additions or deletions.

2.06 (a) Where it is necessary for a steward to carry out their functions under this agreement during working hours, stewards shall be entitled to leave their work with a minimum of 24 hours notice, whereby it is understood it shall be for no more than one hour, unless otherwise agreed upon by the parties. All time spent performing such functions, other than time allotted herein; excluding attendance at meetings with the Employer (which includes meetings pertaining to grievance and arbitration procedure, where the Employer is present and/ or participation in joint employee/ Employer committees) shall be unpaid.

(b) The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer without permission of Management. It is understood and agreed that permission will not be unreasonably denied.

2.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors assigned to the bargaining unit when dealing or negotiating with the Employer.

Such representative(s)/advisor(s) shall have access to the Employer's premises with 24 hours notice to the site manager, in order to deal with any matters arising out of this Collective Agreement.

It is understood and agreed that permission will not be unreasonably denied.

2.08 Definitions

A "Full-time employee" shall be defined as an employee whose regular hours of work will be forty (40) per week averaged on a rotating basis.

A "Part-time employee" shall be defined as an employee who is regularly scheduled for less than forty (40) hours per week. A part-time employee is defined as an employee who makes a commitment to be available for work on a predetermined basis as required by Eva's Initiatives.

A "Relief 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 subject to Article 19.

A "Benefits Eligible Employee" is an employee who has completed their probationary period and is either (a) a full-time employee; or (b) a part-time employee who regularly works more than 24 hours per week (but does not include relief staff).

An "RRSP Eligible Employee" is a full-time employee (and is not a part-time employee and/or a relief employee) who has completed one year of continuous service in a full-time capacity with the Employer.

A "New Project Role" a role created by the Employer consistent with the Letter of Understanding between the Parties.

A "New Project Employee" is an employee who occupies a New Project Role.

### **ARTICLE 3 – NO DISCRIMINATION**

3.01 The Employer and the Union agree to uphold the provisions of the Ontario Human Rights Code, in that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, sexual orientation, sex, marital or parental status, gender identity, gender expression, disability, nor by reason of their membership in the Union or activity in the Union or any other reason.

3.02 It is further agreed that there shall be no solicitation of members, collection of dues, or other Union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing.

- 3.03 The Employer and the Union are committed to pursue a workplace that is free from adverse discrimination and harassment and in which the dignity, rights and worth of the individual is fully recognized. Harassment includes any behaviour, comments or conduct of an abusive nature, persistent or otherwise, made by an employee of the Employer who knows or ought reasonably to know that such behaviour, comments or conduct is unprofessional, and would tend to torment, give affront to, harm emotionally or harm in terms of job benefits, another person. This includes insults, jokes, remarks or humiliating actions, which are demeaning and undermine a person's worth and dignity.

#### **ARTICLE 4 – UNION SECURITY**

- 4.01 The Employer shall deduct an amount equivalent to regular monthly Union dues and initiation fees for the term of this Agreement, according to the following conditions. The union agrees to advise the Employer in writing of the amount of any dues required and initiation fees which are to be deducted:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues;
  - (b) New employees shall have deductions made in the month following the month in which the employee was hired;
  - (c) The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of all members and the wages earned during the month by these members, with a copy to the Local Secretary-Treasurer by the fifteenth (15<sup>th</sup>) of each month.
  - (d) Dues Receipts – at the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of union dues for each union member in the previous year.
  - (e) Following the date of ratification and annually thereafter, the Employer will supply to the Union a list of employees. The list will indicate each member's employment status (full-time, part-time, or relief, contract, etc.) and provide, to the extent that the member has shared it with the employer, the member's phone number, work e-mail, and home address.

- 4.02 Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed all members of the bargaining unit in accordance with the Union's constitution and by-laws as certified to the Employer in writing by the Union.
- 4.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union hereby agrees to indemnify and save the Employer, its agents and/or employees harmless in respect of all demands, suits, actions or causes of action, which may arise in respect of the operation of this Article.
- 4.04 The Employer will at the time of making each remittance also supply the Local Union with a statement showing the names, job title of employees and their gross wages paid for the month in respect of which dues are being remitted.
- 4.05 The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues Check-off provisions of any Collective Agreement that may be in effect from time to time.
- 4.06 All Bargaining Unit employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 4.07 The Employer shall place at the disposal of the Union, a bulletin board for Union purposes, at each work location. The Union may post documentation that pertains to general information and interests to its members. No request will be unreasonably denied; however, the Employer retains the right to approve materials herein posted and to take down materials harmful to the Employer's interests.
- 4.08 The Employer agrees to provide the local, CUPE Union Representative with the names of all new bargaining unit employees within 5 working days of the date of commencing employment. This will provide the Union with an opportunity to orientate new employees for a period of up to thirty (30) minutes during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the Collective Agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the appropriate Supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.

- 4.09 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the President (or designate) of the Union.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively by the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
  - (b) Hire, assign, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause. A claim by an employee who has successfully completed his probationary period that they have been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Determine the hours of work, work assignments and schedules, methods of doing the work, and the working establishment of the service, except as specifically limited by the express provisions of this agreement;
  - (d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
  - (e) Make, enforce and alter from time to time rules, regulations and personnel policies, to be observed by the employees which are not inconsistent with the provisions of this Agreement. The Employer will post new or revised personnel policies one (1) month in advance of the policy coming into effect (unless mutually agreed in writing) with a copy sent to the Union;

- (f) Successfully operate as a public institution intended to provide services in a manner consistent with the obligation to the general public, and such right must not be interfered with nor abrogated by this Agreement.
- (g) The Employer agrees that in exercising its rights as set out in Article 5.01, it will not act in a manner that is inconsistent with the terms of this Agreement and that it shall exercise its rights in a fair and reasonable manner. Further, the Employer shall exercise its rights in a manner that is not arbitrary, discriminatory or that is in bad faith.

## **ARTICLE 6 – UNION REPRESENTATION**

### **6.01 Stewards**

The Employer agrees to recognize no more than two (2) employees as stewards from each site for the purpose of representing employees. Stewards shall be selected by and from amongst employees in the Bargaining Unit and once selected, the Union shall be required to notify the Employer of the name of the steward in writing and the Employer shall not be required to recognize any such stewards until it has been so notified. For the purposes of discipline meetings, investigation meetings, return to work meetings, or other such meetings, the Union decides what persons may and will act as union stewards.

### **6.02 Negotiating Committee**

The Employer agrees to recognize a negotiating committee consisting of up to five (5) employees from the Bargaining Unit, where there shall be at least one representative from each site, where possible, plus the National Union Representative for the purpose of amending or renewing the present Agreement. The Union will notify the Employer of the names of such committee members ten (10) days in advance of negotiations unless otherwise mutually agreed. Such request will not be unreasonably denied.

Within twenty (20) days of a written request by the Union, the Employer shall make available to the Union information and documentation required by the Union to enable the parties to bargain in good faith within the meaning of the *Ontario Labour Relations Act*.

Negotiation committee shall be paid their straight time hourly rate for the time spent in negotiation with the Employer, up to a request for conciliation. Unless otherwise agreed to by the parties, this shall be a maximum Committee aggregate of 288 hours.

6.03 Labour / Management Committee

- (a) It is the expressed intent of the parties to this Agreement that a Labour/Management Committee be established.
- (b) Up to six (6) employee representatives and up to three (3) management representatives shall meet at regular intervals, minimally once per quarter, excluding grievance or matters pertaining to negotiations, on the agreement of both parties. No more than two (2) employee representatives shall attend from any one site, and the Union will notify the Employer of the name of such representatives as far in advance of the meeting as possible, and never less than 2 weeks in advance.

An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairperson of the meetings.

An agenda will be agreed upon by the Co-Chairpersons and will be submitted to all members of the Committee at least two (2) working days in advance of the meeting. Matters shall be placed on the final agenda on agreement of the Co-Chairpersons that they fall within the terms of reference of the Committee.

- (c) Matters of general and mutual interest may be discussed however under no circumstances shall matters be discussed that are properly the subject of a grievance or arbitration or negotiations for the amendment or renewal of this Agreement, unless otherwise agreed by the parties.
- (d) The parties recognize that workload should be addressed on an ongoing basis. It is hereby agreed that the Employer and the Union will continue to discuss workload issues as part of ongoing dialogue at Labour Management Committee meetings.
- (e) Minutes of each meeting will be prepared and signed by the Chairpersons as soon as possible after the closing of the meeting. Such minutes will be provided to Committee members within five (5) days of such meeting.

6.04 Union Officers, Stewards and Committee members shall be entitled to leave their work during working hours in order to carry out the activities specified in this article, under this agreement. The union acknowledges and agrees that Stewards and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment and so far as possible all activities of the committee will be carried on outside the regular working hours of the employees thereof, unless otherwise mutually arranged.

6.05 Technological Changes

Where the Employer plans to introduce technological changes or engage in restructuring or re-organization which may have an effect on Bargaining Unit employees, notice shall be provided to the Union within 90 calendar days or as far as in advance as is practicable, and such changes will be discussed with the union at a Labour-Management Committee meeting prior to their implementation. The Employer shall provide the Union with information as to the nature of the changes, the date on which the Employer proposes to affect the change and the employees likely to be affected by the change. It is agreed and understood that employees who face a reduction or elimination of their position as a result of such change shall have their rights to bumping, and no employee shall have a reduction in salary in their current position resulting from the change.

6.06 Mergers and Amalgamations

In the event that the Employer merges or amalgamates with any other body, such merger or amalgamation, and any issues arising from it, will be discussed with the Union at a Labour-Management Committee meeting prior to the merger or amalgamation taking place. It is understood that all rights and benefits shall be maintained including service credits, until such time as a new agreement can be negotiated, or the issue of CUPE's continued bargaining rights is determined by the Ontario Labour Relations Board.

**ARTICLE 7 – NO STRIKE AND NO LOCKOUT**

7.01 There shall be no strike (as defined in the *Ontario Labour Relations Act*, as amended) during the term of this Agreement.

7.02 There shall be no lockout (as defined in the *Ontario Labour Relations Act*, as amended) during the term of this Agreement.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Definition of Grievance**

A grievance is 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 matter is arbitrable or if there has been a violation of any laws.

### **8.02 Settling of Grievance**

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

#### **Early Resolution Stage**

Before commencing the formal grievance process, an employee will first seek to settle their dispute with the employee's People Leader within ten (10) business days of the Employee becoming aware or ought reasonably to have become aware of the circumstances giving rise to the complaint. If the People Leader has not provided a resolution satisfactory to the Employee, within five (5) business days, then the Union may file a formal grievance in accordance with the procedure set out below.

\*\* For the purposes of this article, "People Leader" refers to the person that the employee directly reports to.

#### **Step1**

Failing satisfactory settlement at the Early Resolution Stage, the steward or union representative will, within five (5) business days, submit to the Director of Programs & Services a written statement of the particulars of the grievance, and the provision of the Collective Agreement (or laws) which are alleged to have been violated, and the redress sought. The Director of Programs & Services (or their designate) will meet with the Parties to discuss the grievance within five (5) business days of receiving the written grievance and will provide their written response within five (5) business days of the meeting.

In the event of an Employer grievance, the Employer shall submit the matter to the Union President or designate, within ten (10) business days of the Employer becoming aware or ought reasonably to have become aware of the circumstances giving rise to the complaint.

In the event of an Employer Grievance, failing a satisfactory settlement being reached in Step 1, the Employer may refer the dispute to arbitration within 30 business days.

### Step 2

Failing settlement being reached in Step 1, within five (5) business days, the Union will notify the Manager of People and Culture of the unresolved grievance. The Manager of People and Culture (or their designate) will meet with the Union within five (5) business days of receiving such notice and will provide their written response within five (5) business days of the meeting.

### Step 3

Failing a satisfactory settlement being reached in Step 2, within five (5) business days, the Union will notify the Senior Director of People and Culture of the unresolved grievance. The Senior Director of People and Culture (or their designate) will meet with the Union within five (5) business days of receiving such notice and will provide their written response within five (5) business days of the meeting.

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration within 30 business days.

## 8.03 Compensation during Grievance Process

Meetings held between the Union and the Employer for the purposes of settling a grievance will be considered work time. In addition, 30 minutes before/after the meeting will be allowed in order for the grievor to meet with their union representatives, and that time will be considered time worked. Meetings will be held at mutually agreed upon times and locations. Whenever possible meetings will be held during the regularly scheduled work hours of the grievor and the union representative.

## 8.04 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation. Upon mutual acceptance to proceed to mediation, the grievance will be held in abeyance.

8.05 Discrimination, Bullying or Harassment Grievances

Grievances related to discrimination, bullying or harassment shall start at Step 3. If the grievance relates to alleged objectionable actions by the Senior Director of People and Culture, the meeting will be with the Executive Director.

8.06 Policy, Group, Termination, and Suspension Grievances

Where a dispute involving a question of general application or interpretation occurs, where a group of employees, or the Union has a grievance, or where a termination or suspension is being grieved, the grievance will be initiated at Step 2.

In such case, the early resolution stage may be bypassed.

A suspension or termination grievance may be settled by confirming the Employer's action in dismissing or suspending the employee; reversing the suspension with full compensation; reinstating the employee in her former position with full compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the arbitrator where applicable.

8.07 Union 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.

8.08 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, with the aggrieved employees, without the consent of the Union.

8.09 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 (or a secure virtual environment). The Employer shall also supply the necessary facilities for the grievance meetings. This shall include the use of employer technology and resources for virtual proceedings.

8.10 Union Representation

The employee has the right to be accompanied and represented by a Union steward throughout the grievance/arbitration procedure.

The National Representative will usually attend at Step 3 of the grievance procedure and may attend at any point.

8.11 Adjustment

Any adjustment effected under the grievance or arbitration procedures shall be made retroactive only to the date that the grievance was formally presented to the Employer.

8.12 Agreements

All agreements reached in writing under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the employee or employees involved.

8.13 Time Limits and Calculation of Time

The time limits fixed in this grievance and arbitration procedure shall be mandatory but may be extended by the consent of both parties in writing.

For the purposes of this Article "business days" refers to Monday through Friday (and does not include statutory holidays).

**ARTICLE 9 – ARBITRATION**

9.01 The Union and the Organization agree to the appointment of a single Arbitrator. The party requesting Arbitration shall propose the names of three (3) persons to sit as an impartial Arbitrator to hear evidence and argument and determine the grievance. The recipient of such notice shall, within seven (7) working days, inform the other party whether any of the three (3) proposed Arbitrators is satisfactory and, if not, will suggest three (3) other names. The party desiring Arbitration will then contact the other party, if necessary, to resolve the choice of Arbitrator.

Arbitrators hearing a grievance under this provision may be asked to act as mediator/arbitrator with the consent of both parties. The arbitrators will attempt to mediate a settlement of the grievance, prior to arbitrating.

- (a) At any stage of the Arbitration procedure, the parties shall have the assistance of the employee or employees and any necessary witnesses involved.
- (b) Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any awards made under this Article.
- (c) Employees requested to be involved in the grievance and Arbitration procedures shall not suffer any loss of wages or seniority during such process. It is understood that the Employer shall hold the final decision of payment of such involvement, provided the Employer does not exercise this decision in bad faith.

9.02 No matter may be submitted to Arbitrator that has not been properly carried through all requisite steps of the grievance procedure.

9.03 Each of the parties will share equally the fees and expenses, of the Arbitrator.

#### **ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 10.01 (a) The Employer shall advise the employee of the right to Union representation at least three (3) working days in advance of any meeting, where the Employer has determined discharge, suspension with or without pay or discipline is necessary. At any interview where the Employer confirms its actions of disciplining, suspending, converting a suspension with pay to a suspension without pay, or discharging an employee, the employee shall be accompanied by a Union Representative. Should an employee refuse this representation then the employee shall sign a waiver and such waiver shall be copied to the Union representative. If the Union Representative is present, they will be requested to sign off on their attendance. It is understood the Employer may exercise their right to impose a non-disciplinary suspension for the purpose of investigation without the aforementioned notice. Where an employee has waived Union representation the Employer shall forward a copy of any letter of discipline or discharge to the President of Local 4358 and the CUPE National Representative within ten (10) days of the discipline or discharge. For clarity, any failure on the Employer's part to comply with this requirement will not void any discipline.

- (b) It is understood that it is the responsibility of the Union to be available for representation when three (3) working days' notice are given in advance of a disciplinary meeting. It is agreed that the parties may meet earlier if it is mutually agreeable.
- (c) When the Employer deems it necessary to discipline an employee, notice of such discipline shall be given to the employee and to the Union in writing within fifteen (15) working days of the alleged disciplinary matter, or of the alleged disciplinary matter coming to the attention of the Employer.

Where disciplinary action cannot be determined within this time period, the

- i) Employer shall inform the employee and the Union in writing within fifteen (15) working days of the alleged disciplinary matter or of the alleged disciplinary matter coming to the attention of the Employer, of the intent to investigate the matter and that further action may be taken.
- ii) Such further action must be taken by the Employer as soon as possible and in any event the investigation of such matter will commence no longer than thirty (30) calendar days of the date of the notice of intent to investigate the matter further was given to the employee and Union. If the employee is absent during this period, the period for further action will be extended by the length of the absence. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.

10.02 In the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust; the case may then be taken up as a grievance.

10.03 The record of disciplinary notations shall be removed from the personnel file after eighteen (18) months of active employment from the effective date if there are no other instances of similar disciplinary action taken during this period of time.

It is understood that the Employer may take disciplinary action, up to and including termination, for serious incidents.

## **ARTICLE 11 – SENIORITY**

11.01 Seniority shall be defined as an employee's length of service since the last date of hire in the Bargaining Unit and will include service with the Employer prior to the date of certification or recognition of the Union.

All Bargaining Unit employees whose positions are impacted by the amalgamation of the two Bargaining Units (i.e., 4358-02 and 4358-03), shall be determined on a merged seniority list which will be dovetailed effective upon ratification of this Collective Agreement with seniority determination based on actual date of hire.

Part-time and relief employees will accumulate seniority on the basis of one (1) year's seniority for each 2080 hours worked in either Bargaining Unit as of date of last hire.

Any employee with seniority (pre-merger) on both lists will have their seniority combined to form their new seniority standing on the merged seniority list. To avoid future disputes, the Parties will make best efforts to jointly agree to a seniority list as soon as possible after the ratification of this Collective Agreement. If successful, that list will be used, going forward, as a reference to determine seniority.

11.02 Seniority will operate on a Bargaining Unit wide basis, except where otherwise specifically provided for in this Agreement.

11.03 The Employer will post a seniority list, showing the employee's current title, work location and the date when each employee's employment commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of the application for employment.

11.04 In January and June of each year, the Employer shall prepare and post one seniority list of all employees, showing the employee's seniority according to the records of the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within thirty (30) calendar days from the date of posting.

11.05 Loss of Seniority

An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated for any of the following reasons.

- (a) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
  - (b) Voluntary written resignation, unless rescinded within forty-eight (48) hours;
  - (c) Has been laid off for twenty-four (24) calendar months;
  - (d) An employee is absent from work for three (3) or more consecutive working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer.
  - (e) An employee fails to notify the Employer of an intention to return to work within seven (7) days of being notified of recall by telephone and confirmed by registered mail or the employee fails to return to work within twenty (20) working days after being notified of recall by registered mail (unless the employee is ill). Registered mail sent to an employee's most recent address on her employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee four (4) days after it was sent by the Employer. For all purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her current address and telephone number.
  - (f) A relief employee fails to meet the attendance criteria/methodology agreed to by the parties per Article 19.02 of this Agreement.
  - (g) After 36 months of absence, including by reason of illness or accident, an employee shall lose his or her seniority rights and his or her employment, provided there is no foreseeable return date.
- 11.06 (a) Employees who successfully apply for a position with the Employer outside of the Bargaining Unit and decide to return to the Bargaining Unit, during a sixty (60) day trial period (or other such probationary period as determined by the employer if such a probationary period is longer than 60 days), shall be returned to the position they held immediately prior to the transfer.

In the event that the position outside the Bargaining unit is a fixed-term position, the employee shall be permitted to return to his or her base position, within the sixty-day period or at the expiry of that fixed term contract to a maximum of twenty-four (24) months.

It is understood that employees who move to a position outside the Bargaining Unit will accumulate seniority up to the trial period of 60 days (or other such probationary period as determined by the employer if such a probationary period is longer than 60 days) while so employed.

- (b) The Employer agrees that it will not transfer an employee to a position outside of the Bargaining Unit without the employee's consent. It is understood that employees who move to a position outside the Bargaining Unit will maintain seniority up to a period of twenty-four (24) months while so employed. Past seniority shall be reinstated upon successful return to the Bargaining Unit where the duration of employment outside the Bargaining Unit, has been twenty-four (24) months or less, provided there has been no break in service with the Employer.

For clarity, an employee will lose their seniority if they do not return to the bargaining unit within the twenty-four (24) month period specified above.

- 11.07
- (a) The Parties agree that, in circumstances where the Employer makes a determination that an employee of a particular gender is required for a particular position (which the parties hereby agree constitutes a bona fide occupational requirement), only then may considerations of gender properly take precedence over considerations of seniority. In this event, the Employer shall notify the Union in advance of the posting of the vacancy. The posting shall not stipulate a gender preference.
  - (b) In a situation of relief staff being required and where the Employer applies this provision to the calling in of relief staff, it agrees to contact the next most senior relief staff of the required gender.
  - (c) The Employer shall be required to provide a rationale for its decision under either (a) or (b) should a challenge be made, and the Employer agrees to exercise its discretion under this article in a manner that is not arbitrary or in bad faith.

## **ARTICLE 12 – JOB POSTINGS / PROMOTIONS**

12.01 When the Employer creates a new position, or when a vacancy occurs which the employer intends to fill, a notice shall be posted at each site for fourteen (14) calendar days. Such posting shall commence no later than ten (10) business days following the determination that a permanent vacancy exists which the Employer intends to fill. However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date.

Nothing herein prevents the Employer from simultaneously advertising the position for candidates outside the Bargaining Unit. It is, however, understood that internal applicants shall be fully processed prior to external applicants being considered.

For clarity purposes. "Fully processed" is understood to mean that the Employer has completed all internal interviews where applicable and has concluded that no internal candidate meets the requirement prior to interviewing external candidates.

12.02 The posting shall stipulate the job title, work location, qualifications, hours of work and wage rate, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions and shall not be established in an unreasonable manner.

12.03 In making staff changes, transfers, or promotions, appointment shall be made of the applicant with skills, abilities, and qualifications able to meet the normal requirements of the job. Where skills, abilities, and qualifications have been assessed by the Employer to be relatively equal, seniority shall govern. Appointments from within the Bargaining Unit shall be made within eight weeks of posting or as soon as is practicable.

12.04 **Trial Period**

(a) Where an employee is successful in obtaining another position within the organization, a trial period of sixty (60) calendar days will apply. During such trial period either the employee or the Employer may unilaterally decide that the employee will not continue in that position. In this event, the employee may be returned by the Employer to the base position, without loss of seniority.

- (b) It is understood that the Employer will fill the resulting shifts during this trial period at its reasonable discretion notwithstanding any other provisions of this Agreement.
- 12.06
- (a) The parties agree that when the Employer is required to back fill a Temporary Vacancy, such Temporary Vacancy shall be filled in accordance with this provision.
  - (b) For the purposes of this Agreement, a Temporary Vacancy shall be defined as any absence due to, but not restricted to, Pregnancy/Parental Leave, Personal Leave, Sick Leave, vacation, any vacancy created when a member of the Bargaining Unit successfully posts into another position within the organization or during the job posting and filling process.
  - (c) The Employer may back fill a Temporary Vacancy with (a) one or more relief staff, or (b) by hiring an employee on a fixed term contract to fill the specific Temporary Vacancy as described in (b) above.
    - i) The Employer is required to post the Temporary Vacancy where it is aware, prior to the commencement of the Vacancy that it will exceed seven (7) months in duration.
    - ii) The Parties agree that where the Employer elects to use relief staff to backfill the Temporary Vacancy, notwithstanding Article 20.02, a relief employee may be scheduled for greater than twenty-four (24) hours per week. Where the Employer elects to backfill the Temporary Vacancy with a member of the relief staff, the Employer shall enter into a contract with the relief staff. Under the contract between the Employer and the relief staff, the relief staff shall be entitled to the starting full-time wage rate for the position they are backfilling, plus five percent (5%) in lieu of benefits, two (2) weeks paid vacation and ten (10) paid sick days (each of which shall be pro-rated for a contract of less than one (1) year duration or less than full time hours). All other terms and conditions of the Agreement that apply to relief staff continue to apply to the relief staff used to back fill the position, and the relief staff shall receive no other increased right, benefit or entitlement under this Agreement as a result of back filling the position.

- iii) The Parties agree that where the Employer elects to fill the temporary vacancy with a fixed term contract worker from outside the bargaining unit the individual will become a member of the Bargaining Unit. These fixed term contract workers shall be entitled to the starting full-time wage rate for the position they are backfilling, plus five percent (5%) in lieu of benefits, two (2) weeks paid vacation and ten (10) paid sick days (each of which shall be pro-rated for a contract of less than one (1) year duration or less than full time hours).

The Parties agree that in these circumstances, the following provisions of the collective agreement do not apply to these individuals:

Article 13.01 (Personal Leave)

Article 18 (Layoff and Recall)

Article 22 (RRSP Contributions)

Article 23 (Benefits)

Article 24 (Life Insurance)

Article 25.01(a) and (b) (Income Maintenance)

Article 25.03 (Income Maintenance)

Article 26 (Extended Health Care)

Article 27 (Dental Benefits)

Article 28 (Vacation)

Article 29 (Sick and Self Care Days)

## **ARTICLE 13 – LEAVE OF ABSENCE**

### **13.01 Personal Leave**

The Employer may grant a leave of absence without pay to a any employee who has successfully completed the probationary period for personal reasons having due regard for the proper and efficient operation of the Employer and the needs of the Employer. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least four (4) weeks prior to the commencement of the leave. The four (4) week period will be waived, where such notice in advance would in the circumstances be impossible. The application must clearly state the duration of such absence. The employee shall not accumulate service during the leave and shall not accumulate seniority during the leave in excess of six (6) months. No request for leave will be unreasonably denied. The Personal Leave would not normally be granted in excess of eight (8) months over the course of three (3) years. Employees will be entitled to maintain their benefits while on such leave with the understanding that premium contributions (if any) will be paid by post-dated cheques to the employer, in advance of the commencement of the leave, in order that the benefits are continued.

- (a) For full-time employees the Personal Leave would not normally be granted in excess of eight (8) months over the course of three (3) years.
- (b) For relief and part-time employees, the Personal Leave would not normally be granted in excess of six (6) months over a three (3) year period.

### **13.02 (a) Pregnancy / Parental / Adoption Leave**

Pregnancy/Parental / Adoption leave will be granted in accordance with the provisions of the *Employment Standards Act*. Employees on leave may request an extension of their leave beyond the Employment Standards Act, the cumulative total of this leave shall not exceed twenty-four months. The Employer had the discretion to either grant or deny such extension (unless the extension is required by the Employment Standards Act).

During such leave, seniority for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of the premiums of the current health benefits package as outlined in Articles 23-27, provided the employee continues to pay their share of the cost of the premiums of the same benefits in accordance with the method set out in Article 23.06.

(b) Paid Pregnancy / Parental / Adoption Leave

An employee is entitled to pregnancy/ parental/ adoption leave under this Article, who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act and shall be paid a Supplementary Employment Insurance Benefit Plan.

Payments equivalent to one hundred percent (100%) of the salary, which the employee would otherwise have earned during the period, shall be paid for the statutory waiting period only.

(c) Reinstatement

Employees shall advise the Employer, in writing, whether or not they intend to return to work on the expiration of such leaves, at least two weeks prior to the originally established return date.

(d) Un-Paid Parental Leave

Any spouse not eligible for pregnancy/ parental/ adoption leave under Articles 13.02 (a), provided they have thirteen (13) weeks service, on request in writing, a leave of absence, without pay, shall be granted at the time of the birth/adoption of the child. Such leave of absence shall not exceed twenty (20) working days unless extended in writing by the Employer. Such leave shall commence within thirty-five (35) weeks of the birth/adoption at a time mutually agreed between the employee and the Employer. The Employer's approval shall not be unreasonably denied.

13.03 Bereavement Leave

- (a) Bereavement Leave with pay shall be granted upon request for up to five (5) paid working days due to the death of a family member (as defined in the bereavement leave provisions of the Employment Standards Act). This includes but is not limited to the death of spouse, partner, parent, step-parent, sibling, child/pregnancy, step-child, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-grandchild, guardian or other significant person of the employee or the employee's spouse. Any additional time required may be requested as unpaid leave or from other accrual banks, requests will not be unreasonably denied.

13.04 Jury Duty / Witness Duty Relating to Eva's

- I. An employee who is required to report for jury duty shall not lose pay at their regular straight time hourly rate, for all regularly scheduled hours, to a maximum of forty-nine (49) days, which the employee would otherwise have worked because of such attendance, provided that the employee:
  - (a) Informs the Employer immediately upon being or subpoenaed;
  - (b) Presents proof of service requiring the employee's attendance;
  - (c) Returns to the Employer any amount of compensation received, excluding mileage, traveling and meal allowances, and an official receipt thereof, up to and not exceeding the employees regular straight time hourly rate for all hours paid; and
- II. An employee who is subpoenaed as a witness related to work for the Employer shall be considered working. If the employee is scheduled to work during this time, the employee will still be expected to work the balance of their shift.
- III. The employee must return to the Employer any amount of compensation received, excluding mileage, traveling and meal allowances, and an official receipt thereof.

13.05 Union Business

Leave of absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, of fifty (50) days during each calendar year of this Agreement. The granting of this leave shall be subject to the following.

- (a) Not more than six (6) employees will be absent at any time, not more than two employees from any given site;
- (b) A written request from the Union must be made to the Employer at least two (2) weeks in advance;
- (c) The employee's wages and benefits will be continued by the Employer, provided the Union reimburses the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.

- (d) No one member of the Bargaining Unit shall exceed an aggregate total of 10 days, unless agreed to by the parties.

**13.06 Employment Standards Leaves**

The Parties acknowledge that any days off under this Agreement, with or without pay, which would also qualify as Family Responsibility Leave, Bereavement Leave, Sick Leave, or any other leave defined in the *Employment Standards Act*, shall count toward the calculation of any such statutory leave entitlement in both the Agreement and the *Employment Standards Act*. For clarity, Employees will still be entitled to any unpaid leaves set out in the Employment Standards Act, for which they otherwise qualify, regardless of whether such leaves are specifically addressed in this Agreement.

**13.07 Unpaid Special Leave**

In addition to the paid holidays provided in this agreement, Employees will be entitled to two (2) unpaid special leave days off each calendar year. Such leave days to be taken on a date mutually agreed to in advance by the Employee and Employer. Employee requests shall not be unreasonably denied

**13.08 Reasonable Evidence to Substantiate Leave**

The Employer may require an Employee to provide reasonable evidence to substantiate any leave of absence request, prior to granting it, provided that such request complies with the Employment Standards Act and the Human Rights Code.

**ARTICLE 14 – PUBLIC HOLIDAYS**

- 14.01 Employees defined as eligible by the Employment Standards Act shall receive the following public holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day (July 1 <sup>st</sup> )
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	One Additional Float Day
Family Day	National Day for Truth & Reconciliation

- 14.02 There shall be no pyramiding of sick leave pay, holiday pay and/or other premium pay or benefits under this Agreement.
- 14.03 An employee shall be granted leave for a religious holiday, upon written request to the Employer at least two (2) weeks prior to the date of the religious holiday. An employee may use compensatory time, vacation, etc., or may request substitution of the next public holiday following the religious holiday.
- 14.04 The Parties agree that the public holidays provided in this Agreement constitute a greater right or benefit than public holidays under the *Employment Standards Act*.
- 14.05 Where an employee is required to work authorized overtime in excess of their regularly scheduled hours of work on a public holiday or is called back to work after having completed a shift on a paid public holiday, such employee shall receive a premium rate of two (2) times their regular straight time for such hours worked (or time off in lieu with a mutual consent of the employer and employee).

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

- 15.01 It is the intent of the Employer to continue existing practices of encouraging Bargaining unit employees to participate in Training and Development programs and information in order to upgrade and refresh their skills. The Employer will provide all Bargaining Unit members training in accordance with Shelter Support and Housing Administration Standards. This does not limit other training that may be desirable.
- 15.02 Where compulsory training sessions are made available to employees, time spent by employees in attendance shall be paid for at the employee's normal rate of pay on a straight time or overtime basis, as may be the case. Employees will be given dedicated time during their normal work hours to complete compulsory training sessions. The employer will ensure that adequate staffing is in place to cover for any employee(s) completing compulsory training.
- 15.03 It is understood that where the length of a training session is equivalent to the employee's normal working day, such training will be considered their work day.

15.04 Where an employee and their supervisor identify additional training or development needs, which may be met by attendance at a conference, workshop, seminar or through part time study at an accredited college, university or graduate school outside of the Employer's own training program and the Employer may contribute to cost of such additional training where it is deemed to be beneficial to both the employee and the Employer's operations.

Requests shall take into account the individual's personal development goals and the training budget allocated for the current fiscal year.

Training allowance can take a number of forms.

- i) The Employer may pay for the training and the employee attends on their own time;
- ii) The Employer may maintain wages and benefits for the employee for any time lost from regularly scheduled work and the employee will be responsible for any other costs associated with the training;
- iii) The Employer and the employee may share the costs of the training.

15.05 The Employer reserves the right to deduct the amount paid for the training (or agreed to options) should the employee not attend such training and the employee is unable to provide a satisfactory reason to the Employer for not attending. Such deduction shall be to a maximum of fifty dollars (\$50.00) per pay, until the total amount has been reimbursed to the Employer.

## **ARTICLE 16 – PROBATION**

- 16.01 (a) Newly hired Bargaining Unit employees will be on probation for a period of three (3) calendar months or five hundred and twenty (520) hours actually worked, whichever is later.
- (b) The Employer may, extend the probationary period for a further one (1) calendar month. The employee and the Union will be notified, in writing, as soon as is practicable.
- (c) The Employer and the Union may agree, in writing, to extend the probationary period longer when both parties agree that it is fair and it makes sense to do so.

- 16.02 Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, unless otherwise specifically indicated.
- 16.03 Employees will not be permitted to take vacation until after the successful completion of their probationary period, unless otherwise mutually agreed in writing.
- 16.04 The Employer can terminate an employee on probation without cause, and the termination will not be subject of a grievance except where the termination was done in bad faith, contrary to the Human Rights Code or conducted for some other illegal reason.

### **ARTICLE 17 – PERSONNEL FILES**

- 17.01 The Employer will keep a personnel file for each employee that contains their hiring documentation, performance appraisals, contact information, change of status forms, all correspondence and other general documentation between the employer and employee, copies of educational achievements and active disciplinary records.
- 17.02 An employee shall, upon giving four (4) days' advance notice to the Employer, have access to and be allowed to review their personnel file. It is understood that such files shall be kept secure at all times and are of a confidential nature. An employee shall have the right to make copies of any material contained in their personnel file. It is understood that an employee has a right to Union representation while reviewing their file.
- 17.03 No evidence from the employee's personnel file, of which the employee has not been made aware, may be introduced as evidence in any hearing.
- 17.04 Written evaluations, which are to be filed in the employee's personnel file, shall be shown to the employee in advance. The employee may add the employee's views to such evaluation before it is filed and shall receive a copy. It is understood and agreed that evaluations are not disciplinary in nature.
- 17.05 It shall be the responsibility of each employee to keep the Employer informed of the Employee's current mailing address, phone number, and on a voluntary basis, their email address. The Employer will not be responsible for the failure of a notice or other communication to reach the employee if such information is not up to date.

17.06 Employee Response

An employee may provide the Employer with a written response to any discipline or feedback, and it will be placed in their personnel file.

17.07 Sunset Clause

The record of disciplinary notations shall be removed from the personnel file after eighteen (18) months of active employment from the effective date if there are no other instances of similar disciplinary action taken during this period of time.

**ARTICLE 18 – LAYOFF AND RECALL**

18.01 In the event of a proposed layoff, including a reduction in the regular hours of work or the elimination of a position within the Bargaining Unit, the Employer shall endeavor to provide at least ninety (90) calendar days advance notice to the Union or as soon as is practicable. Following such notice, and prior to issuing individual layoff notices, the Employer shall meet with the Union within ten (10) calendar days to discuss the reasons for such layoffs, including the provision of all pertinent staffing, work organization and financial information.

18.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their Bargaining Unit seniority. The Employer shall advise the Union of those employees affected who may then bump any employee with less seniority, providing the employee exercising the right has the ability after a familiarization period of twenty (20) working days, if necessary, to perform the work of the employee with less seniority.

18.03 The Employer agrees to provide employees with a minimum of notice of layoff or payment in lieu, as outlined herein.

(a) at least one week before the termination, if the employee's period of employment is more than three months but less than one year;

(b) at least two weeks before the termination, if the employee's period of employment is one year or more and fewer than three years;

(c) at least three weeks before the termination, if the employee's period of employment is three years or more and fewer than four years;

- (d) at least four weeks before the termination, if the employee's period of employment is four years or more and fewer than five years;
  - (e) at least five weeks before the termination, if the employee's period of employment is five years or more and fewer than six years;
  - (f) at least six weeks before the termination, if the employee's period of employment is six years or more and fewer than seven years;
  - (g) at least seven weeks before the termination, if the employee's period of employment is seven years or more and fewer than eight years; or
  - (h) at least eight weeks before the termination, if the employee's period of employment is eight years but less than 10 year.
  - (i) 10 weeks before the termination for an employee period of employment is more than 10 years.
- 18.04 The Employer will endeavor to make facilities available to employees who are laid off outside of working hours with respect to the creation of resumes and job searches, while providing relevant information as it becomes available.
- 18.05 When an employee is to be laid off, the employee shall be allowed up to three (3) unpaid working days to engage in a job search and to attend to personal matters. Such days shall be taken at a time mutually agreed upon by the employee and their supervisor. An employee's request shall not be unreasonably denied.
- 18.06 (a) It is agreed and understood that employees shall continue to accumulate seniority while on layoff. Relief & Part-Time employees shall have their seniority pro-rated based on the average weekly accumulation during the course of their employment.
- (b) A laid-off employee shall retain the rights of recall for a period of eighteen (18) months.
- 18.07 Employees on lay off shall be given preference for temporary vacancies, which are expected to exceed thirty (30) days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

It is understood the term temporary vacancy for the purpose of this Article shall relate to Bargaining Unit members on sick leave (it is understood the notice for sick leave will be by request of 30 days or more and is not applicable to a period less than the 30-day request, *i.e.*, for single weeks).

- 18.08 No full-time employee shall be laid off by reason of their duties being assigned to one or more part-time or relief employees.
- 18.09 In case of a subsequent increase in service demands, daily hours or work, or weekly hours of work, an employee shall have the opportunity of recall from layoff to an available opening in the order of their seniority. Employees shall be recalled to available openings provided they have the ability, after a familiarization period of twenty (20) working days, to meet the normal requirements of the job.
- 18.10 New Bargaining Unit employees shall not be hired until those laid off have been given an opportunity of recall, as provided for in this agreement.
- 18.11 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.
- 18.12 The Employer shall notify and update the Union on a quarterly basis of any employee(s) on recall and the status of such recall.
- 18.13 In the event of layoffs, so long as, in the opinion of the Employer, she has the skill, ability, and qualifications to perform the work available, the President of the Union shall be the last Employee to be laid off.
- 18.14 Seniority will apply Bargaining Unit wide for the purposes of lay-off and recall.

#### **ARTICLE 19 – HOURS OF WORK**

The following provisions designating the normal hours shall not be construed to be a guarantee of the hours of work to be done on any shift or during any period on the schedule with respect to any employee covered by this Agreement.

19.01 (a) The regular hours of work for full-time employees will be forty (40) per week averaged over a rotating period (Monday to Sunday) for the purposes of this Article only and does not relate to overtime. Employees will not be scheduled to work more than a maximum of forty-eight (48) hours a week or fewer than thirty-two (32) hours a week. It is understood, however, that employees who, as part of their regular duties supervise clients during meal periods shall have such meal periods included as part of their regular hours of work for the purposes of this Article.

19.02 (a) Relief workers can be scheduled shifts up to a maximum of twenty-four (24) hours per week. It is agreed and understood that the offering of shifts shall be done by seniority according to primary site choice, and subsequently secondary site choice.

Part-time employees may be called for shifts per the Relief Methodology and scheduling guidelines. The Employer may, by seniority, offer additional call in shifts to relief and part-time employees, but such work shall not exceed forty (40) hours per week, except under exceptional circumstances.

In accordance with Service Canada guidelines, if there is a lapse in earnings for a Relief Worker that lasts more than 30 days, a Record of Employment will be issued to the Relief Worker. If the Relief Worker does not work any shifts for 90 consecutive days (excluding approved leaves of absence and/or mutual extensions), they will be considered to have resigned from their employment.

(b) The Employer is responsible for booking relief shifts, unless prior permission has been given to employees.

19.03 Subject to an employee's agreement to be assigned to special shifts, the Employer shall schedule employees in the following manner.

It is agreed and understood by the parties that these stipulations are a minimum.

- There shall be no scheduled back-to-back, roller-coaster or split shifts.
- Not more than five (5) consecutive days of work shall be scheduled without days off.
- The Parties agree that every effort will be made to offer scheduled days off allocated at the rate of consecutive days off, however the minimum shall be two (2) consecutive days off every other week.

- The Employer shall ensure that employees receive one weekend in every three off as a minimum. However, the Employer shall endeavour to allow for every other weekend off. A weekend is defined as Saturday and Sunday (Friday and Saturday for Overnight Youth Workers).
  - Employees shall be scheduled with a minimum of twelve (12) hours between scheduled shifts (This would exclude time required to attend team meetings of no more than 3 hours).
- 19.04 Unless notified beforehand not to report for work, an employee reporting for work at her scheduled starting time, where no work is available shall be paid a minimum of four (4) hours pay on a straight time basis.
- 19.05 When a shift worker who was not so scheduled, is required to continue working after 12:01 a.m. or report to work prior to 6:01 a.m., and on Sundays and holidays before public transportation is available, and the employee is required to travel to or from work during this period and is unable to provide her own transportation, the Employer will either provide transportation or reimburse the employee for any necessary cost for transportation to and from work. For the purposes of this Article, public transportation shall be defined as Subway access.
- 19.06 The hours and days of work of each full time Bargaining Unit employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the consent of the employee.
- 19.07 An employee will be allowed a paid rest period of fifteen (15) minutes per four hours worked (or portion thereof, *i.e.*, two (2) rest periods for seven hours worked). It is agreed and understood employees may be required to respond in an emergency situation.
- 19.08 When an employee is required to attend a staff meeting on a regularly scheduled day off, she will be paid a minimum of four (4) hours pay on a straight time basis. The employee will not normally be required to perform any other duties. It is understood that where a staff meeting is part of an employee's regular schedule, this provision shall not apply.

19.09 Schedules

The parties agree to continue the existing practice of having input into the scheduling of hours of work. The Employer agrees to advise the Union of such changes prior to their implementation. In implementing any changed work schedules, the Employer shall give careful consideration to the views of affected employees and the Union. The Employer will endeavor to ensure that employees have stability in their work schedules.

19.10 The Union will be provided with the opportunity to speak with Employees once a month for up to 15 minutes, after a team meeting.

19.11 It is agreed by the parties that, under normal circumstances, employees will not be required to be "on call".

**ARTICLE 20 – OVERTIME**

20.01 All time worked in excess of 80 hours of work, up to and including 88 hours of work over a two-week period shall be considered overtime and shall be paid at the rate of 1.0 hours for each hour of work.

All time worked in excess of 88 hours of work over a two-week period shall be considered overtime and shall be paid for at the rate of time and one half (1.5) the regular rate.

20.02 With the mutual consent of the Employer and the employee, in lieu of overtime payment, an employee may take paid time off at a mutually agreed time. Time off shall be paid at the appropriate rate (e.g., for time over 88 hours, one (1) *hour overtime worked = one and one-half (1 ½) hour's pay = one and one-half (1 ½) hours off*). Requests for such paid time off in lieu of overtime shall be made as far in advance as possible by email.

20.03 In no case will the amount of compensatory time standing to the employee's credit be allowed to remain at eighty (80) hours or more. Credited compensatory time in excess of eighty (80) hours will be paid out.

- 20.04 Where (a) an employee has completed their regularly scheduled hours of work and, without prior notification, is called in (and agrees) to perform work outside of their regularly scheduled working hours, or (b) without notification, is called in (and agrees to) to perform work outside of their regularly scheduled working hours on a paid holiday or other leave day, they shall receive credit for all hours worked with a minimum guarantee of four (4) hours except to the extent that such four-hour period overlaps or extends into their regularly scheduled shift in which case, they shall be credited with the actual hours worked up to the commencement of their regular shift.
- 20.05 Overtime is voluntary but must be approved by a supervisor. For clarity, where operationally required (i.e., emergency situations, unexpected coverage issues, etc.) employees will still be expected to perform their duties, as required, which may include having to remain at their post to work unexpected overtime.
- 20.06 When relief employees are not available, overtime shifts shall be offered to employees by seniority on a rotational basis subject to the following proviso: if the employee who would otherwise be offered the overtime shift is already scheduled to work that shift, or is scheduled for the shift before or after the overtime shift, then such employee shall be bypassed but shall retain their position on the rotation.

## **ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES**

- 21.01 The Employer shall pay salaries bi-weekly as direct deposit in accordance with Schedule A. On each pay day, each employee shall be provided with an itemized statement of her wages and deductions.
- 21.02 Any employee who is required to perform the regular duties of a higher rated position for at least one (1) day shall be paid the job rate for such higher position for the time so worked.
- 21.03 Transportation Expenses
- (a) An employee, who is required by the Employer to use her vehicle in the course of performing her duties and responsibilities, will be entitled to receive a travel allowance of fifty-five (55¢) cents per kilometer.

- (b) Where the Employer requires an employee to use their personal vehicle as part of their duties, including the transportation of passengers, the employee is required to carry and maintain valid Ontario automobile insurance with a minimum of one million dollars Public Liability and Property Damage per occurrence. It is the employees' responsibility to ensure that their automobile insurance policy will respond to a loss occurring in the course of their employment. The employee shall be required to file with the Employer, a certificate of said insurance.

Notwithstanding the above, the Employer reserves the right to require the employee to carry additional insurance coverage as circumstances require, and in such cases the Employer will reimburse the cost upon receipt of documentation.

- (c) The Employer shall provide employees with public transportation tokens/tickets where an employee is required, as a normal part of her duties, to utilize public transit.
- (d) The Employer will reimburse employees (upon receipt of a parking receipt) for parking expenses incurred through the required use of a vehicle for work related activities.
- (e) If an employee's vehicle is damaged or otherwise vandalized by a client, in the normal course of her work, the Employer will reimburse the employee the cost of any repairs not otherwise paid for by any other source, provided the employee advises the Employer within twenty-four (24) hours of the incident and the resulting damage, and further provided the employee supplies the Employer with information respecting her comprehensive vehicle insurance and proof that she has submitted an insurance claim. It is understood that where an employee uses her vehicle exclusively for the purpose of going to and from work, or where an employee elects to transport a client in her vehicle without having been asked to or required to do so by the Employer, the Employer will not be responsible for damage, however incurred, to the employee vehicle.

21.04 The Employer will provide a locked box in which any cash (e.g., Personal Needs Allowance), and public transit tickets or tokens are kept. An employee handling cash (e.g., Personal Needs Allowance), public transit tickets or tokens shall be responsible for recording in writing such transactions. Such employee will not be disciplined for shortages unless the employee does not record, or is irresponsible, or is negligent or there is other serious misconduct regarding such transactions.

- 21.05 Shift Premium A shift premium shall be provided to all employees for the shift (11:00 pm – 7:00 am) at the rate of one dollar (\$1.00) per hour on all hours worked.

## **ARTICLE 22 – RRSP CONTRIBUTIONS**

- 22.01 For all RRSP Eligible Employees, the Employer will contribute 2.5% of gross earnings to an RRSP. The Employer will match an employee contribution of an additional 1% of gross earnings to a maximum of 3.5% of gross earnings, as per current practice. Employees will be governed by the terms and conditions of the Plan. The Employer shall determine the type of plan to be invested.

Under no circumstances shall any employee and/or the Union involve or name the Employer in relation to any dispute between an employee and the Plan. For greater certainty, such a dispute may not be made the subject of a grievance under this agreement.

Employees will have a period of ninety (90) calendar days from their RRSP eligibility date to meet with a representative of the Plan to open their account. An employee who fails to open their account within this time period will be deemed to have waived this benefit. The employer shall provide formal notification to the Employee prior to their eligibility date.

- 22.02 All disputes that any employee may have in relation to the Plan will be resolved in accordance with the procedures that are specified and prescribed by the Plan. It is understood that a dispute between the Plan and the employee shall not be subject of a grievance.
- 22.03 The Employer will remit the amount on a bi-weekly basis, to the Plan, which shall be reflected on each employee's pay slip.
- 22.04 An "RRSP Eligible Employee" is a full-time employee (and is not a part-time employee and/or a relief employee) who has completed one year of continuous service in a full-time capacity with the Employer.
- 22.05 It is understood that for the purposes of this agreement "the Plan" refers to the existing R.R.S.P. plan offered by the Employer.

## **ARTICLE 23 – BENEFITS**

23.01 For the purposes of this Agreement, Group Insurance Benefits are defined as Life Insurance, AD&D, Extended Health Care, Dental Care and LTD.

It is understood that the Employer's responsibility with regard to any benefits for which the Employer pays the premiums is the payment of premiums only. Any dispute regarding employee entitlement to any benefit referenced in this Agreement is a dispute between the employee and the carrier and may not be made the subject of a grievance, except the non-payment of premiums. However, the Employer agrees that it will provide information required to facilitate processing the employee's claim without attracting any liability under this Article.

All Benefits Eligible Employees shall be eligible for Group Insurance Benefits after completion of their Probationary Period, subject to the requirements of the plan currently in place. The following benefits only shall be extended to spouses (including same sex partners) and dependents subject to the requirements of the Plan.

- Extended Health Care
- Dental Care

23.02 The Labour/Management Committee shall review the benefit plans for the Bargaining Unit employees on an annual basis.

23.03 The Employer will provide the Union with a copy of benefit booklets and pertinent costing information subject to all relevant Provincial and Federal legislation.

23.04 The Employer can at any time substitute another carrier for any benefit plan provided the benefits are not decreased, subject to minor deviations. The Employer will provide the Union at least thirty (30) days notice prior to such change of carrier. Upon request, the Employer will meet with the Union to discuss issues of concern to either Employer or the Union.

23.05 A "Benefits Eligible Employee" is an employee who has completed their probationary period and is either (a) a full-time employee; or (b) a part-time employee who regularly works more than 24 hours per week (but does not include relief staff).

- 23.06 Employees will be entitled to maintain their benefits while on an Article 13 Leave of Absence with the understanding that the Employee premium contributions (if any) will be paid by post-dated cheques to the Employer, in advance of the commencement of the leave, in order that the benefits are continued.

#### **ARTICLE 24 – LIFE INSURANCE**

- 24.01 The Employer shall pay 100% of the premium rate for coverage of all Benefits Eligible Employees under a Group Life Insurance Plan and an Accidental Death and Dismemberment Plan according to the level of coverage of the current Group Insurance Benefits Plan.

#### **ARTICLE 25 – INCOME MAINTENANCE**

- 25.01 (a) Benefits Eligible Employees shall pay one hundred percent (100%) of the premium rate for a Long-Term Disability (L.T.D.) Plan according to the level of coverage of the current Group Insurance Benefits Plan.
- (b) While on L.T.D., an employee shall accumulate seniority. The Employer will maintain benefits for employees for up to six (6) months from the commencement of sick leave.
- 25.02 The Employer agrees to pay 100% of the premiums for an Accidental Death and Dismemberment Plan (which includes Income Replacement) on behalf of all Benefits Eligible Employees.
- 25.03 The Employer will provide the Union with a copy of the ADD Plan (which includes Income Replacement) provided by the Employer.

#### **ARTICLE 26 – EXTENDED HEALTH CARE**

- 26.01 The Employer shall pay 100% of the premium rate for coverage of all Benefits Eligible Employees under an Extended Health Care benefit plan according to the level of coverage of the current Group Insurance Benefits Plan (which shall include drug benefit and professional services), with the following exceptions.
- Semi-private Hospital Accommodation will be provided.

- Employer pays the pharmacy dispensing fee up to \$7.00 only, per prescription, paid by the Employer upon being presented with a copy of the receipt.

## **ARTICLE 27 – DENTAL BENEFITS**

27.01 The Employer shall pay one hundred percent (100%) of the premium rate for coverage of all Benefits Eligible Employees under a Dental Care benefit plan according to the level of coverage of the current Group Insurance Benefits Plan.

## **ARTICLE 28 – VACATION**

28.01 Full-time employees shall be entitled to vacations with pay in accordance with the following schedule.

- (a) For less than one (1) full year of continuous service, employees shall be entitled to vacation with pay on the basis of 0.833 days per month of employment. Employees currently receiving a greater benefit shall retain such.
- (b) For one (1) year but less than five (5) years of continuous service, three (3) calendar weeks of paid vacation (15 days/year). Employees currently receiving a greater benefit shall retain such.
- (c) For five (5) years but less than nine (9) years of continuous service, four (4) calendar weeks of paid vacation (20 days/year). Employees currently receiving a greater benefit shall retain such.
- (d) For nine (9) or more years of continuous service, five (5) calendar weeks of paid vacation (25 days/year). Employees currently receiving a greater benefit shall retain such.
- (e) For twelve (12) years or more of continuous service, six (6) calendar weeks of paid vacation (30 days/year). Employees currently receiving a greater benefit shall retain such.

Vacations cannot be taken until the successful completion of the employee's probationary period unless otherwise agreed to in writing.

- 28.02 Part-time employees shall be entitled to vacations in accordance with the foregoing, but their vacation shall be prorated according to their scheduled hours of work. Employees currently receiving a greater benefit shall retain such.
- 28.03 Relief employees shall have their vacation pay calculated on the basis of 4% of their regular earnings and paid out every pay.
- 28.04 Vacation schedules shall be posted by January 31<sup>st</sup> of each year and once approved, shall not be changed without the consent of the employee.
- 28.05 (a) Vacation requests shall be submitted to the Employer in writing no later than October 31<sup>st</sup> of each year, and shall be posted by January 31<sup>st</sup>, once approved. Vacations requests so submitted shall be granted on a seniority basis.
- (b) Vacation requests not submitted on or before October 31<sup>st</sup> as noted above shall then be considered on a first come first served basis. If two (2) or more requests are received by the Employer on the same day, seniority will prevail.
- 28.06 Employees may request to take their vacation in a consecutive and unbroken manner. Employees may also request to use banked compensatory time and/or other forms of leave in conjunction with vacation days. It is agreed and understood that vacation time should be taken off in the year that is has been earned, however in exceptional circumstances the Employee may request to carry over vacation credits into the following year, by making the application in writing to the Executive Director, prior to August 1<sup>st</sup> of each year. Such request shall not be unreasonably denied.
- 28.07 An employee whose employment terminates at any time in the vacation year prior to using her earned vacation will be entitled to a proportionate payment of her vacation entitlement that was earned prior to the date of termination.
- 28.08 Where an employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled as outlined in this Article upon the return of the employee from sick leave.

- 28.09 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.03. The portion of the employee's vacation, which is deemed bereavement leave, will not be counted against the employee's vacation credits. The Employer may request verification prior to crediting vacation leave.

## **ARTICLE 29 – SICK AND SELF CARE DAYS**

- 29.01 Sick leave is for the sole purpose of protecting the income of an employee who is limited from performing their duties for personal health-related reasons. The Employer recognizes that the overall health and wellness of employees is important including mental health and wellness. It is recognized that sick days may be used for mental health or general wellness reasons. To ensure privacy, other than as required by Article 29.03, employees do not need to specify the health-related reason they are accessing their sick leave. The employer will not censure, discourage, stigmatize or otherwise subject an employee to reprisal for the use of sick leave.

- 29.02 Full Time Employees shall be credited on date of hire with three (3) days/24 hours of sick leave credit and upon successful completion of their probation period will accumulate sick leave credits at the rate of two (2) days/16 hours per month for the remaining months in the calendar year to a maximum of thirteen (13) days/104 hours per year. Commencing with the employee's second year of continuous employment, the employee shall be credited with thirteen (13) days/104 hours sick leave credits at the beginning of the next calendar year, with no further accrual through the year. Employees can carry over 50% of unused sick time non-cumulative.

Part-time employees will be credited with sick leave on a pro-rated basis with no carry-over of sick days from year to year.

- 29.03 Notwithstanding Article 29.01, an employee may be required to produce a certificate from a medical doctor for any absence in excess of four (4) working days, certifying that he/she was unable to carry out their duties due to illness. Where the Employer requires such a certificate, the Employer will reimburse the employee for the cost of the certificate provided the employee making such claim provides the Employer with a receipt.

- 29.04 When an employee is given a leave of absence for any reason, they shall not lose the sick leave credits they had accumulated prior to the commencement of the leave. However, like all employees, the employee shall not be permitted to carry over sick time if the absence spans between two calendar years.
- 29.05 In addition to sick days, each employee who has at least one (1) year of service will be eligible for two (2) self-care days. Self-care days cannot be carried over from year to year.

### **ARTICLE 30 – JOB CLASSIFICATIONS**

- 30.01 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description at least thirty (30) calendar days in advance of the Employer implementing such new or changed classification.
- 30.02 When a new classification is created, or the job content of an existing classification is substantially changed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee.

For the purpose of this Article the word “substantially” shall be defined to mean changes in job duties or responsibilities which result in more than fifty (50%) percent of hours worked performing work which had not previously been performed.

### **ARTICLE 31 – LEGAL LIABILITY**

- 31.01 The Employer agrees to maintain premium payments for professional liability insurance for all employees. The Agency further agrees to provide the Union with a certificate of Insurance.
- 31.02 Where allowable under the terms and conditions of the policy, the employee will be entitled to review and agree on the appointment of a solicitor to represent her from the list of the legal firms who provide civil litigation or defence of criminal charges for the insurance company as related to their work at Eva's Initiatives.

### **ARTICLE 32 – JOB SECURITY**

- 32.01 No full-time employee shall be laid off by reason of her duties being assigned to one or more part-time or relief employees.
- 32.02 Prior to layoffs of employees where funding has been reduced or a job has been declared redundant, the Employer and the Union will meet to explore alternatives or any options the union may wish to present.
- 32.03 The Employer shall not contract out any work usually performed by members of the bargaining unit, to the extent that it directly results in the loss of employment or a reduction of hours for a bargaining unit employee.

### **ARTICLE 33 – OCCUPATIONAL HEALTH & SAFETY**

- 33.01 The parties agree to comply with the *Occupational Health and Safety Act* of Ontario, by ensuring there is mutual co-operation to maintain a safe workplace and to attend to the elimination of any conditions which are a hazard to the health and safety of employees in accordance with that Act.
- 33.02 A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives at each work site where there is 20 or more employees. The Health and Safety Committee shall hold meetings every third month or more frequently if required. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.

### **ARTICLE 34 – BOARD OF DIRECTORS**

- 34.01 The Employer will forward to the Union a list of names of the Board of Directors on an annual basis and will provide the Union with any changes in the Executive officers that may occur in the interim.

Communications with the Board of Directors will be directed through the Executive Director unless stipulated otherwise in this Agreement.

### **ARTICLE 35 – COPIES OF THE AGREEMENT**

35.01 The Union and the Employer desire Bargaining Unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it.

For this reason, the parties shall split the cost of printing the agreement within eight (8) weeks of signing.

### **ARTICLE 36 – DURATION**

36.01 This Agreement shall become effective on the date of ratification and shall continue in effect up to and including the 30<sup>th</sup> day of September 2022, subject to Article 37 and Schedule A. Nothing in this Agreement shall be deemed to be retroactive or to pre-date the ratification of this Agreement.

36.02 Either party desiring to renew or amend this Agreement may give notice in writing of its intention within the last ninety (90) days of its operation.

36.03 Any amendments deemed necessary to this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement, and such amendments shall be considered to be part of this Agreement and subject to its terms.

### **ARTICLE 37 – SALARY AND JOB CLASSIFICATIONS**

For the purpose of this Agreement the following increases shall apply:

#### **Year 1 (October 1, 2019 – Sept 30, 2020)**

- 2% increase; retro (current employees only)

#### **Year 2 (October 1, 2020 – Sept 30, 2021)**

- 3% increase; retro (current employees only)

#### **Year 3 (October 1, 2021 – Date of Ratification)**

- 3% increase; retro (current employees only)



AND

Effective the date of ratification, \$3 an hour will be permanently added to all the employees' base pay (replacing the temporary COVID Premium pay).

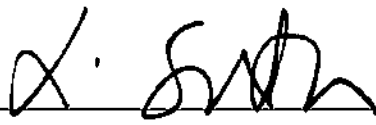
Schedule "A" sets out the wage grid for the duration of this Agreement.

Dated at Toronto, Ontario this 4 day of May, 2022.

**For the Union (Local 4358.02):**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**For the Employer:**

  
\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A" – WAGE GRID**

Job Title Description	Annual Salary (Before Ratification)	Regular Pay Rate (Before Ratification)	Year 1 (Effective October 1, 2019 – Annual 2%)	Year 1 (Effective October 1, 2019 - Pay Rate 2%)	Year 2 (Effective October 1, 2020 - Annual 3%)	Year 2 (Effective October 1, 2020 - Pay Rate 3%)	Year 3 (Effective October 1, 2021 - Annual 3%)	Year 3 (Effective October 1, 2021 - Pay Rate 3%)	\$3.00 Increment Effective Date of Ratification Annual	\$3.00 Increment Effective Date of Ratification Pay Rate
Community Outreach Worker	\$43,305.60	\$20.82	\$44,171.71	\$21.24	\$45,496.86	\$21.87	\$46,861.77	\$22.53	\$53,102.40	\$25.53
Community Support Worker	\$42,972.80	\$20.66	\$43,832.26	\$21.07	\$45,147.22	\$21.71	\$46,501.64	\$22.36	\$52,748.80	\$25.36
Education Advisor	\$53,580.80	\$25.76	\$54,652.42	\$26.28	\$56,291.99	\$27.06	\$57,980.75	\$27.88	\$64,230.40	\$30.88
Employment Advisor	\$53,580.80	\$25.76	\$54,652.42	\$26.28	\$56,291.99	\$27.06	\$57,980.75	\$27.88	\$64,230.40	\$30.88
Family Intervention Counsellor	\$58,406.40	\$28.08	\$59,574.53	\$28.64	\$61,361.76	\$29.50	\$63,202.62	\$30.39	\$69,451.20	\$33.39
Follow-Up Support Worker	\$53,414.40	\$25.68	\$54,482.69	\$26.19	\$56,117.17	\$26.98	\$57,800.68	\$27.79	\$64,043.20	\$30.79
Food Services Coordinator	\$52,478.40	\$25.23	\$53,527.97	\$25.73	\$55,133.81	\$26.51	\$56,787.82	\$27.30	\$63,024.00	\$30.30
Food Services Coordinator (Relief)	NA	\$22.42	NA	\$22.87	NA	\$23.55	NA	\$24.26	NA	\$27.26
Harm Reduction Worker	\$48,963.20	\$23.54	\$49,942.46	\$24.01	\$51,440.74	\$24.73	\$52,983.96	\$25.47	\$59,217.60	\$28.47
Housing Success Worker	\$42,972.80	\$20.66	\$43,832.26	\$21.07	\$45,147.22	\$21.71	\$46,501.64	\$22.36	\$52,748.80	\$25.36
Housing Success Worker (Relief)	NA	\$18.94	NA	\$19.32	NA	\$19.90	NA	\$20.50	NA	\$23.50
Housing Support Worker	\$42,972.80	\$20.66	\$43,832.26	\$21.07	\$45,147.22	\$21.71	\$46,501.64	\$22.36	\$52,748.80	\$25.36
Intake and Assessment Worker	\$50,003.20	\$24.04	\$51,003.26	\$24.52	\$52,533.36	\$25.26	\$54,109.36	\$26.01	\$60,340.80	\$29.01
Job Developer	\$52,998.40	\$25.48	\$54,058.37	\$25.99	\$55,680.12	\$26.77	\$57,350.52	\$27.57	\$63,585.60	\$30.57
Maintenance Coordinator (Operation & Maintenance)	\$52,395.20	\$25.19	\$53,443.10	\$25.69	\$55,046.40	\$26.46	\$56,697.79	\$27.26	\$62,940.80	\$30.26
Peer Program Coordinator	\$53,664.00	\$25.80	\$54,737.28	\$26.32	\$56,379.40	\$27.11	\$58,070.78	\$27.92	\$64,313.60	\$30.92
Print Shop Production Assistant	\$39,395.20	\$18.94	\$40,183.10	\$19.32	\$41,388.60	\$19.90	\$42,630.26	\$20.50	\$48,880.00	\$23.50
Program Facilitator	\$45,240.00	\$21.75	\$46,144.80	\$22.19	\$47,529.14	\$22.85	\$48,955.02	\$23.54	\$55,203.20	\$26.54
Program Instructor Coordinator	\$52,291.20	\$25.14	\$53,337.02	\$25.64	\$54,937.13	\$26.41	\$56,585.25	\$27.20	\$62,816.00	\$30.20
Recreation Coordinator	\$44,366.40	\$21.33	\$45,253.73	\$21.76	\$46,611.34	\$22.41	\$48,009.68	\$23.08	\$54,246.40	\$26.08
Senior Digital Pre-press Print and Finishing Operator	\$49,441.60	\$23.77	\$50,430.43	\$24.25	\$51,943.34	\$24.97	\$53,501.65	\$25.72	\$59,737.60	\$28.72
Youth Success Worker	\$42,972.80	\$20.66	\$43,832.26	\$21.07	\$45,147.22	\$21.71	\$46,501.64	\$22.36	\$52,748.80	\$25.36
Youth Service Worker	\$42,972.80	\$20.66	\$43,832.26	\$21.07	\$45,147.22	\$21.71	\$46,501.64	\$22.36	\$52,748.80	\$25.36
Youth Service Worker (Relief)	NA	\$18.94	NA	\$19.32	NA	\$19.90	NA	\$20.50	NA	\$23.50
Youth Service Worker (Relief, Floater)	NA	\$18.94	NA	\$19.32	NA	\$19.90	NA	\$20.50	NA	\$23.50

Payment is retroactive for current employees only, effective date of ratification.

**SCHEDULE “B” – BENEFITS**

The following is a summary of the benefits eligibility for bargaining unit employees:

	Benefits	RRSP
Full-time	After 3 Months <ul style="list-style-type: none"> <li>All insured benefits in CA</li> </ul>	After 1 year of service in full-time Capacity: <ul style="list-style-type: none"> <li>Employer pays 2.5%</li> <li>Employer matches an additional 1% to 3.5% of employee contributions.</li> </ul>
Part-time (more than 24 hours)	After 3 Months <ul style="list-style-type: none"> <li>All insured benefits in CA</li> </ul>	No RRSP
Part-time (less than 24 hours)	No Benefits	No RRPS
Relief	No Benefits	No RRSP
New Projects	Refer to status as full-time, part-time or relief	Refer to status as full-time, part-time or relief

**LETTER OF UNDERSTANDING #1**

- between -

**Eva's Initiatives**  
(the "Employer")

- and -

**Canadian Union of Public Employees and its Local 4358.02**  
(the "Union")

**Re: Present Conditions and Benefits**

The Parties agree that.

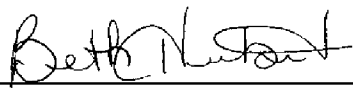
All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess will continue, insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the Union. Where any modification has been mutually agreed to, it is understood it is binding on all parties.

The parties further agree that vacation credits, compensatory time credits, sick leave credits, and personal preference day credits which were accrued prior to the date of ratification will be retained and applied in accordance with the Collective Agreement following the date of ratification.

Dated at Toronto, Ontario this 4 day of May, 2022.

**For the Union (Local 4358.02):**

  
\_\_\_\_\_

  
\_\_\_\_\_

**For the Employer:**

  
\_\_\_\_\_

\_\_\_\_\_

**LETTER OF UNDERSTANDING #2**

- between -

**Eva's Initiatives**  
(the "Employer")

- and -



**Canadian Union of Public Employees and its Local 4358.02**  
(the "Union")

**Re: Scheduling Methodology**


In good faith the Union and Employer agree to form a committee to discuss the Scheduling Methodology. The committee will consist of equal Union and Employer members. Until such time that the parties develop a revised methodology, current practices will continue.

Dated at Toronto, Ontario this 4 day of May, 2022.

**For the Union (Local 4358.02):**

  
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**For the Employer:**

  
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**LETTER OF UNDERSTANDING #3**

- between -

**Eva's Initiatives**  
(the "Employer")

- and -

**Canadian Union of Public Employees and its Local 4358.02**  
(the "Union")

**Re: WSIB / Alternative Coverage and Benefits**

- For the purpose of reviewing and assessing present and future (1) benefits plan design and costs and (2) the current Alternative Workplace Safety Insurance plan vs WSIB coverage, the Employer will establish a committee comprised of
  - An appropriate number of Management representatives
  - up to 2 Union Members
  - the Union's National Representative; and
  - the Employer's benefit broker, as needed.
- The Union representatives' role will include the ability to review relevant data, pricing, provide input, and also openly share its members' views with the Employer.
- The Employer, will retain the right to make any decisions relating to benefits/WSIB/Alternate Workplace Safety Insurance, within the process.
- **Benefits Meeting**
  - The committee will meet with the Employer's benefits broker by the end of March 2022 to begin the benefits review process.
- **Alternate Coverage/WSIB Meeting**
  - The committee will also meet to discuss the current Alternative Workplace Safety Insurance plan by the end of March 2022.

- After those meetings, the Employer will ultimately determine (after accounting for the union's input) whether it is necessary to go to market and/or make any other adjustments or changes to the current benefits plans and/or Alternate Workplace Safety Insurance arrangement(s).
- Relating to the benefits plans, the Employer will share the most recent experience rating /utilization data with the Union after ratification and then annually after that (but will properly respect employees' privacy rights when doing so).

Dated at Toronto, Ontario this 4 day of May, 2022.

**For the Union (Local 4358.02):**

  
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**For the Employer:**

  
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**LETTER OF UNDERSTANDING #4**

- between -

**Eva's Initiatives**  
(the "Employer")

- and -

**Canadian Union of Public Employees and its Local 4358.02**  
(the "Union")

**Re: New Project Roles**

During the negotiation of the two collective agreements that expired on September 30, 2019 between the Union (Local 4358-02 and 4358-03) and the Employer, the parties agreed to "merge" the two bargaining units and, as a result, eliminate the distinction between "Contract Staff" and "Permanent & Relief Staff". In doing so the parties agreed that the prior practice of using "fixed-term contracts" for positions that were already established would no longer be followed in the same way.

As part of the agreement to merge the units, the parties also agreed that the Employer did need to retain *some* flexibility with respect to fixed-term contracts. The parties agreed that fixed-term contracts for "Temporary Vacancies" and shorter term assignments (i.e., consistent with Article 12.06) would be retained.

Furthermore, the parties also agreed that, in order for the Employer to have some flexibility (required because of uncertainty with funding, viability of new projects, etc.) with respect to the employment of those who are employed in any role associated with a "new project" special rule would apply. Those rules are as follows:

1. Any time the Employer wishes to initiate a new project (due to new funding or otherwise), and wishes to post a new position/role which is directly connected to that new project, as a result, it may do so after providing at least 14 calendar days of written notice to the Union and also posting the position consistently with the Job Postings / Promotion Provision of the Collective Agreement. In such case, the process in Article 30.02 would apply with respect to wage rate disputes.
2. The position/role will be designated as a "New Project Role" and will remain a New Project Role for two years from the day that it is filled for the first time (unless the Employer gives the Union notice that it will discontinue the role before the expiry of those two years in which case the New Project Role will be eliminated).



After two (2) years, if the “New Project Role” has not been eliminated, it will become permanent as will the employment of the incumbent. In such case, the probationary period provisions would still be applicable. For clarity, an employee who is on probation when a New Project Role becomes permanent will still be required to complete their probationary period in accordance with article 16.

3. A bargaining unit employee who has not passed their probationary period can post into a New Project Role. In such case, the Trial Period provisions discussed under 12.05 of the Collective Agreement and section 5 below would not apply.
4. For any non-bargaining unit employee who is hired in a New Project Role (and for as long as it remains a New Project Role):
  - (a) In addition to retaining its rights under the probationary provisions of the collective agreement, the Employer will have the sole discretion to terminate the New Project Role with a minimum of two weeks' notice to the Union and the employee. In such case the provisions in Article 18 (Layoff and Recall) that provide for notice to the Union (18.01), meeting with the Union (18.01), other minimum notice/pay in lieu of notice (Article 18.03) shall not apply. Except for the modification that the maximum period of temporary layoff will only be 6 months (until a deemed termination of employment occurs). all other layoff and recall rights will continue to be available in accordance the Collective agreement. For clarity, if such a layoff does ultimately result in an employee's loss of seniority, the employee will still be provided with their statutory minimum termination and severance pay (if applicable) upon the date that their seniority is lost, and their employment is deemed terminated.
5. For any bargaining unit employee who is successful in obtaining a New Project Role:
  - (a) That employee will be eligible for a trial period of sixty calendar days consistent with Article 12.05 of the Collective Agreement.
  - (b) After that 60-day trial period (and for as long as the position remains a New Project Role) the Employer will have the sole discretion to terminate the New Project Role with a minimum of two weeks notice to the Union and the employee.
  - (c) In such case, the provisions in Article 18 (Layoff and Recall) that provide for notice to the Union (18.01), meeting with the Union (18.01), other minimum notice/pay in lieu of notice (Article 18.03) shall not apply. However, all other layoff and recall rights will continue to be available in accordance the Collective Agreement.


- (d) For clarity, if such a layoff does ultimately result in an employee's loss of seniority (i.e., under Article 11.05 of the Collective Agreement), the employee will still be provided with their termination and severance pay entitlements consistent with article 18.03 upon the date that their seniority is lost, and their employment is deemed terminated.
6. The Employer will keep an up-to-date list of New Project Roles which states: (1) a description of the role (2) the starting wage rate; (3) the bargaining unit employee who is currently in the role; (4) their seniority date; (5) the date that the role was first filled (and by whom); and (6) the date the New Project Role will cease to be a New Project Role.
7. The Parties agree that there are no New Project Roles at the date of Ratification.

Dated at Toronto, Ontario this 4 day of May, 2022.

**For the Union (Local 4358.02):**

  
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**For the Employer:**

  
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