



COLLECTIVE AGREEMENT

between

CUPE LOCAL 2936.13

and

John Howard Society of Durham

Effective April 1, 2023 - March 31, 2026

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT 6

1.01 PURPOSE OF AGREEMENT 6

ARTICLE 2 - MANAGEMENT RIGHTS 6

2.01 MANAGEMENT RIGHTS 6

ARTICLE 3 - UNION RECOGNITION 7

3.01 DEFINITION OF THE BARGAINING UNIT 7

3.02 BARGAINING UNIT WORK 7

3.03 DEFINITION OF EMPLOYEES 7

3.04 TEMPORARY EMPLOYEES AND RELIEF EMPLOYEES 8

ARTICLE 4 - DISCRIMINATION, HARASSMENT, AND VIOLENCE 8

4.01 DEFINITIONS AND OBLIGATIONS 8

4.02 NO DISCRIMINATION 9

4.03 NO HARASSMENT 9

4.04 NO VIOLENCE 10

4.05 POLICIES AND PROCEDURES 10

4.06 GRIEVANCES 10

ARTICLE 5 - UNION MEMBERSHIP 11

5.01 UNION MEMBERSHIP 11

ARTICLE 6 - CHECK-OFF UNION DUES 11

6.01 CHECK OFF PAYMENT 11

6.02 DEDUCTIONS 12

6.03 INDEMNIFICATION 12

6.04 INCOME SLIP 12

ARTICLE 7 - ACQUAINTING NEW EMPLOYEES 12

7.01 NEW EMPLOYEES 12

7.02 INTERVIEWING OPPORTUNITY 12

ARTICLE 8 - CORRESPONDENCE AND CONTACT INFORMATION 12

8.01 CORRESPONDENCE 12

8.02 MINUTES 13

8.03 UNION NOTIFICATION 13

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE 13

9.01 ESTABLISHMENT OF COMMITTEE 13

9.02 CHAIRPERSON OF THE MEETING 14

9.03 MINUTES OF MEETING 14

9.04 JURISDICTION OF COMMITTEE 14

ARTICLE 10 - UNION REPRESENTATIVES AND COMMITTEES 14

10.01 UNION REPRESENTATIVES 14

10.02 UNION BARGAINING COMMITTEE 15

10.03 PERFORMING UNION DUTIES 15

10.04	DEPARTURE FOR UNION DUTIES.....	15
10.05	UNION DUTY COMPENSATION.....	16
10.06	LEAVE OF ABSENCE FOR UNION FUNCTIONS	16
10.07	LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES	16
ARTICLE 11 - GRIEVANCE PROCEDURE.....		16
11.01	DEFINITION OF GRIEVANCE	16
11.02	TIME LIMITS.....	16
11.03	GRIEVANCE PROCEDURE	16
	<i>Step 1</i>	17
	<i>Step 2</i>	17
	<i>Step 3</i>	17
11.04	POLICY GRIEVANCE	17
11.05	UNION MAY INSTITUTE GRIEVANCE.....	17
11.06	DEVIATION FROM GRIEVANCE PROCEDURE	18
11.07	REPLIES IN WRITING	18
ARTICLE 12 - ARBITRATION.....		18
12.01	ARBITRATION REFERRAL.....	18
12.02	ARBITRATOR(S).....	18
12.03	ARBITRATOR AUTHORITY	18
12.04	ARBITRATION EXPENSES.....	19
12.05	TIME LIMITS.....	19
12.06	WITNESSES.....	19
ARTICLE 13 - DISCIPLINE/SUSPENSION/DISCHARGE		19
13.01	DISCHARGE AND DISCIPLINE PROCEDURE.....	19
13.02	SUNSETTING DISCIPLINE	19
13.03	NOTIFYING THE UNION.....	20
13.04	PROBATIONARY EMPLOYEES	20
13.05	PERSONNEL RECORDS	20
13.06	A BURDEN OF PROOF	20
13.07	RIGHT TO HAVE STEWARD PRESENT	20
13.08	POLITICAL ACTION	21
ARTICLE 14 - SENIORITY		21
14.01	SENIORITY DEFINITION.....	21
14.02	CALCULATION OF SENIORITY	21
14.03	PROBATION PERIOD.....	22
14.04	SENIORITY LIST	22
14.05	SECONDARY SENIORITY LIST.....	22
14.06	TIED SENIORITY.....	23
14.07	LOST SENIORITY.....	23
ARTICLE 15 - PROMOTIONS AND STAFF CHANGES		23
15.01	JOB POSTINGS	23
15.02	INFORMATION IN POSTINGS.....	24
15.03	INTERVIEW AND SELECTION PROCESS	24
15.04	TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT	25
15.05	TRANSFER PROBATION	25
15.06	NOTIFICATION TO EMPLOYEE AND UNION	26

15.07	PROMOTIONS REQUIRING HIGHER QUALIFICATIONS	26
ARTICLE 16 - LAYOFFS AND RECALLS		26
16.01	DEFINITION.....	26
16.02	NOTIFICATION	27
16.03	LAYOFFS	27
16.04	LAYOFF OPTIONS	28
16.05	RECORD OF EMPLOYMENT	28
16.06	ELIMINATION OF POSITION.....	28
16.07	RECALL RIGHTS	29
16.09	BENEFITS CONTINUANCE	29
16.10	FULL-TIME/PART-TIME SENIORITY RETENTION	29
16.11	CONTRACT INFORMATION.....	30
ARTICLE 17 - HOURS OF WORK		30
17.01	HOURS OF WORK	30
17.02	REST PERIOD	30
17.03	LUNCH BREAK.....	30
ARTICLE 18 - OVERTIME.....		31
18.01	OVERTIME.....	31
ARTICLE 19 - PAID HOLIDAYS.....		32
19.01	HOLIDAYS	32
19.02	LIEU HOLIDAYS.....	33
19.03	HOLIDAY ON A SCHEDULED DAY OFF	33
ARTICLE 20 - VACATION.....		33
20.01	VACATION ENTITLEMENT	33
20.02	SCHEDULING VACATION.....	34
20.03	VACATION PAY ON TERMINATION	34
ARTICLE 21 - ACCOMMODATION AND LEAVE		34
21.01	POLICIES AND PROCEDURES	34
21.02	ADDRESSING OBLIGATIONS	35
21.03	LEAVE ENTITLEMENTS – PAID AND UNPAID DAYS.....	35
21.04	SICK DAYS AND SICK LEAVES.....	35
21.04(1)	SICK DAY AND SICK LEAVE DEFINTION	35
21.04(2)	SICK DAY AND SICK LEAVE ACCUMULATION	35
21.04(3)	ALTERNATIVE PAY FOR SICK DAY AND SICK LEAVE	36
21.05	LEAVE ENTITLEMENTS – LONG TERM DISABILITY	36
21.06	MEDICAL APPOINTMENTS.....	36
21.08	PAID FLOAT DAYS.....	36
21.09	PAID BEREAVEMENT LEAVE.....	37
ARTICLE 22 - WAGES AND ALLOWANCES.....		37
22.01	WAGE RATES	37
22.02	WAGE STATEMENTS	37
22.04	ALLOWANCES.....	37
22.05	EQUAL PAY	37
22.06	OTHER WAGE PROVISIONS	37

ARTICLE 22.01 – APPENDIX “A” – WAGE RATES.....	38
ARTICLE 23 - HEALTH AND SAFETY	41
23.01 HEALTH AND SAFETY OBLIGATIONS	41
23.02 JOINT HEALTH AND SAFETY COMMITTEE	41
23.03 ACCIDENTS AND INJURIES	42
23.04 INJURY PAY PROVISIONS.....	42
23.05 INJURY COVERAGE	42
ARTICLE 24 - BENEFITS AND PENSION	42
ARTICLE 25 - RESTRICTIONS ON CONTRACTING OUT	43
ARTICLE 26 - GENERAL CONDITIONS.....	43
26.01 BULLETIN BOARDS.....	43
26.02 MUTUALLY AGREED CHANGES	43
ARTICLE 27 - NO STRIKES, NO LOCK OUTS.....	43
ARTICLE 28 - EMPLOYEE REIMBURSEMENTS	44
28.01 EDUCATION AND TUITION ALLOWANCE	44
ARTICLE 29 - TERM OF AGREEMENT.....	44
LETTER OF UNDERSTANDING.....	45
RE: TWO FULL TIME COUNSELLING TEAM POSITIONS AND ONE PART TIME COUNSELLING TEAM POSITION	
45	
LETTER OF UNDERSTANDING.....	46
RE: EMERGENCY RESPONSE COMMITTEE (ERC).....	46
LETTER OF UNDERSTANDING.....	48
RE: ACCOMMODATION	48
LETTER OF UNDERSTANDING.....	51
RE: COMMUNITY LIVING CUSTODIANS.....	51
LETTER OF UNDERSTANDING.....	52
RE: ON POINT POSITION.....	52
LETTER OF UNDERSTANDING.....	53
RE: PART TIME EMPLOYEE	53
LETTER OF UNDERSTANDING.....	54
RE: TEMPORARY EMPLOYEES	54

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 Purpose Of Agreement

The general purpose of this agreement is to establish collective bargaining relations between the Employer and its employees and the Union. To establish and maintain mutually satisfactory terms of employment and to provide mechanisms for the prompt and equitable disposition of grievances arising under this agreement, and to set forth negotiated conditions of employment for all Employees who are subject to this agreement. The parties recognize that it is essential that a spirit of co-operation exist between the Employer, the Union, and the Employees as the Employer operates an organization dedicated to supporting and lifting up marginalized communities.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. 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) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees.
- (c) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of unjust discharge by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided.
- (d) Determine the location of operations and programs, their designation, commencement, expansion, revision, curtailment or discontinuance, plan, direct, control and alter all operations and programs, determine in the interest of efficient operation, in the interest of supporting and lifting up marginalized communities, in the interest of respecting and maintaining funding, and highest standards of service the direction of the working forces, the number of personnel required, the services and programs to be provided and the methods, procedures and equipment to be used in connection therewith, determine the descriptions of the jobs, the classifications, the hours of work, days of work, break scheduling, establish, modify, combine or abolish job classifications and create, modify, eliminate or discontinue any job in whole or in part of the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees.

- (e) Determine the qualifications of employees, the number of employees required by the Employer at any one time, the standards of performance for positions and categories of work, the performance evaluation process (including the frequency of evaluations and method of evaluation) introduce new and improved methods, facilities, equipment, control the amount of supervision necessary, to increase or reduce personnel in any particular area, generally, solely and exclusively manage its operations and programs without interference subject to the express terms of this Agreement,
- (f) Management shall exercise these rights in good faith and in a manner that is reasonable and consistent with the terms and conditions of the Collective Agreement. Any claim by the Union that the Employer has not exercised these rights in compliance with the Collective Agreement may result in a grievance.

ARTICLE 3 - UNION RECOGNITION

3.01 Definition of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2936.13 as the sole and exclusive bargaining agent for all employees of John Howard Society of Durham Region working in and out of the Durham Region save and except the Finance and Administrative Supervisor, Executive Assistant, Coordinators, and persons above the rank of Coordinator.

Clarity note: the Employer shall be entitled to post and fill one Executive Assistant position and one Finance and Administrative Supervisor position.

3.02 Bargaining Unit Work

Employees not covered by the terms of this Agreement shall not perform jobs which are normally performed by Employees covered by this Agreement except where the job is being performed for the purposes of instruction, experimenting, emergencies, to address a scheduling/break issue, or when a qualified Employee is not readily available.

3.03 Definition of Employees

For the purposes of this Agreement, the Employer and the Union agree that the following are definitions of "Employee":

1. "Full time": Employees who are regularly employed 35 hours per week.
2. "Part time": Employees who are regularly employed less than 35 hours per week.
3. "Temporary Employees": Employees who are employed:

- a) to work on a short-term job or project, provided that short-term shall mean a period of twelve (12) months or less, unless extended.
 - b) to fill in for a Full time or Part time Employee who is on a temporary leave of absence (including pregnancy, maternity, parental, or disability leave), which is not expected to exceed twenty-four (24) months; and
 - c) Employees employed in the position of Student.
4. "Relief Employees": Employees who work on a casual or hourly basis, or who are called into work when needed by the Employer or who work on an intermittent basis such that there is no guaranteed minimum hours of work and shift scheduling may vary substantially, from week to week and from month to month.

Whether an Employee is "full time", "part time", "temporary", or "relief", shall be based on the Employee's regular hours of work, over a four-week period. The Employer shall not move an employee to a different classification (e.g. from "full time" to "part time"), unless: 1) the Employee has consented; or 2) the Employer has provided two weeks' notice and the change is required due to program needs, funding, or something beyond the Employer's control. Where an Employee is moved to a different classification without their consent, the Employee will be returned to their previous classification at the earliest opportunity, in order of seniority.

3.04 Temporary Employees and Relief Employees

Unless expressly stipulated, temporary and relief Employees will have no entitlements under this Collective Agreement in regard to leaves, layoffs, terminations, benefits, hours of work, rest periods, overtime pay, vacations, or holidays, where the entitlements under this Collective Agreement are greater than the minimum statutory entitlements under the *Employment Standards Act*.

ARTICLE 4 - DISCRIMINATION, HARASSMENT, AND VIOLENCE

4.01 Definitions and Obligations

The Employer and the Union both agree that a workplace free from discrimination, harassment, and violence, is paramount.

For the purpose of this Article, all definitions and obligations shall be in accordance with the Ontario Human Rights Code, the Employment Standards Act, and the Occupational Health and Safety Act (as applicable and as amended).

4.02 No Discrimination

The Employer and the Union agree to comply with the Ontario Human Rights Code in regard to discrimination, and to that end, shall not engage in any conduct that amounts to discrimination against an Employee in regard to a prohibited ground. Further, the Employer and the Union agree to work together to address any discrimination that occurs in the workplace, as against any Employee. To that end, neither the Employer nor the Union will engage in any action or inaction that would interfere with the proper investigation of, addressing of, or disciplining of discrimination.

4.03 No Harassment

The Employer and the Union agree to comply with the Ontario Human Rights Code and the Occupational Health and Safety Act in regard to harassment and sexual harassment, and to that end, shall not engage in any conduct that amounts to harassment or sexual harassment against an Employee.

Workplace Harassment is currently defined under the Occupational Health and Safety Act as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (b) workplace sexual harassment.

Workplace Sexual Harassment is currently defined under the Occupational Health and Safety Act as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome

The Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome” in regard to a prohibited ground.

Further, the Employer and the Union agree to work together to address any harassment or sexual harassment that occurs in the workplace, as against any Employee. To that end, neither the Employer nor the Union will engage in any action or inaction that would interfere with the proper investigation of, addressing of, or disciplining of harassment or sexual harassment.

4.04 No Violence

The Employer and the Union agree to comply with the Occupational Health and Safety Act in regard to workplace violence, and to that end, shall not engage in any conduct that amounts to workplace violence against an Employee. Further, the Employer and the Union agree to work together to address any violence that occurs in the workplace, as against any Employee. To that end, neither the Employer nor the Union will engage in any action or inaction that would interfere with the proper investigation of, addressing of, or disciplining of workplace violence.

The Employer commits to developing a "Workplace Violence Prevention" policy with corresponding procedures with the Joint Health and Safety Committee (JHSC). The Parties agree to jointly review this policy on an annual basis to ensure that the policy remains current and continues to address concerns of violence identified by employees.

Workplace Violence is currently defined under the Occupational Health and Safety Act as:

- (a) the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- (c) a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

4.05 Policies and Procedures

The Employer shall have at all times policies and procedures regarding workplace discrimination, workplace harassment, workplace sexual harassment, and workplace violence. These policies and procedures shall clearly address steps to prevent the same, steps to report the same, steps to investigate reports of the same, and steps to respond to the same. The Union may participate in discussions with the Employer in regard to the creation and revision of such policies and procedures.

4.06 Grievances

Where an Employee or the Union disagrees with the response to a report of workplace discrimination, workplace harassment, workplace sexual harassment, and/or workplace violence and where an Employee or the Union disagrees with the disciplinary action taken further to a report and investigation of workplace discrimination, workplace harassment, workplace sexual harassment, and/or workplace violence, the matter may be grieved commencing at Step 2, by submitting the grievance to the Executive Director within seven (7) working days.

Where the Complainant or Respondent of workplace discrimination, workplace harassment, workplace sexual harassment, and/or workplace violence complaint is the

normal Employer representative to a grievance (or where he/she/they is a family member of the Complainant or Respondent), the Employer will select a different representative during the Grievance and Arbitration process.

Where the Complainant or Respondent of workplace discrimination, workplace harassment, workplace sexual harassment, and/or workplace violence complaint is a potential Union representative to a grievance (or where he/she/they is a family member of the Complainant or Respondent), the Union will select a different representative during the Grievance and Arbitration process.

Where the Employer believes that the Union has interfered with the Employer satisfying its obligations regarding workplace discrimination, workplace harassment, workplace sexual harassment, and/or workplace violence, the matter may be grieved commencing at Step 2, by submitting the grievance to the Union within seven (7) working days.

ARTICLE 5 - UNION MEMBERSHIP

5.01 Union Membership

- a) All Employees who are members of the Union, at the time this Agreement becomes effective, shall retain membership in the Union for the duration of this Agreement unless promoted or transferred to a non-union job in accordance with Article 3.

As a condition of employment, new Employees that comply with Article 3 shall join the Union.

- b) The Employer shall provide the Union with names, addresses, emails, employment status, classifications, and telephone numbers for all its members. All new Employees will be asked to sign the Member in Good Standing form at time of hire. This information is to be provided to the Union within thirty (30) calendar days of employment.

ARTICLE 6 - CHECK-OFF UNION DUES

6.01 Check off Payment

The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members and any additional deductions directed by the Union's Secretary Treasurer.

The Union shall promptly notify the Employer in writing of the amount of the deduction to be made by the Employer for regular dues, initiation fees, and special assessments. The Employer shall have the right to rely on such written notification until it receives other written notification from the Union.

6.02 Deductions

Deductions shall be forwarded in one cheque to the National Secretary Treasurer of the Union not later than the fifteenth (15) day of the following month for which the dues are levied. The cheque shall be accompanied by a list of the names, classifications, and all hours worked, from whose wages the deductions have been made. The Employer shall be notified, in writing, at least forty-five (45) days prior to any required change in Union dues.

6.03 Indemnification

In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of or resulting from the operation of this Article.

6.04 Income Slip

The Employer agrees to include the annual total of Union dues deducted on the T-4 slips of each Employee affected by this Article.

ARTICLE 7 - ACQUAINTING NEW EMPLOYEES

7.01 New Employees

The Employer agrees to provide new Employees with access to the Collective Agreement, in either hard copy or soft copy form.

7.02 Interviewing Opportunity

Upon completion of the probationary period, the Employee's immediate supervisor shall introduce the new Employee to their local Union representatives. The Union representative will be allowed thirty (30) minutes during working hours to acquaint the Employee with the Union and the Collective Agreement. Such time shall be paid by the Employer.

ARTICLE 8 - CORRESPONDENCE AND CONTACT INFORMATION

8.01 Correspondence

All correspondence between the Parties, arising out of this Agreement or incidental thereto shall pass to and from the Unit Chair or Designate and the Recording Secretary of the Local Union and the Executive Director of the Employer (or a designate as appointed by the Executive Director). A copy of any correspondence or notices between the Employer or their designate and any employee in the bargaining unit, pertaining to

the interpretation, administration, or application of any part of this agreement, shall be forwarded to the Unit Chair or their designate.

8.02 Minutes

A copy of the approved minutes of Board Meetings shall be mailed to the Secretary of the Local and the staff member who serves as Sectional Chair of the Local.

8.03 Union Notification

The Unit Chair or Designate and the Recording Secretary shall be notified in writing prior to promotions, layoffs, and terminations of employment of employees holding jobs within the bargaining unit.

The Unit Chair or Designate and the Recording Secretary shall be notified in writing in regard to the hiring of employees holding jobs within the bargaining unit prior to the employee commencing work at the workplace if there are employees currently on a layoff or if a current employee had applied for the position.

The Unit Chair or Designate and the Recording Secretary shall be notified in writing in regard to the recall of employees holding jobs within the bargaining unit prior to the employee returning to work at the workplace.

8.04 Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail and, if available, personal e-mail.

The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave.

The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive in January and July of each year. Should the Union request an additional contact list, such request shall not be unreasonably denied. Such list shall be provided within ten (10) working days.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

It is agreed by the Union and the Employer that a Labour Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern.

Membership for each of the parties is not to number more than six (6) persons, three of whom shall be Union representatives (e.g. the local Unit Chair) and three of whom shall be Employer representatives.

The committee shall meet once every three (3) months or at the written request of either party in the event there is an emerging issue of importance that needs to be discussed. Such meetings shall be scheduled in February, June, September, and December. Employees shall not suffer any loss of pay for time spent during a Committee meeting.

9.02 Chairperson of the Meeting

An Employer representative and a local Union representative shall alternate being designated as Chairperson.

9.03 Minutes of meeting

Minutes of each meeting shall be prepared by the Employer within ten (10) working days of the meeting. Once approved and signed by both co-chairs, the employer shall forward a copy to the members of the committee and the Unit Chair or Designate and Recording Secretary of the local Union. The Employer agrees these minutes may be posted on non-public union bulletin boards.

9.04 Jurisdiction of Committee

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

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

ARTICLE 10 - UNION REPRESENTATIVES AND COMMITTEES

10.01 Union Representatives

No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

The local Union shall supply the Employer with the names of its officers and representatives. The Employer will supply the Union with a list of its supervisory personnel with whom the Union is required to transact business. The Employee agrees to recognize four stewards. In the event there is no steward at a work location the employee shall be

notified who the designated union representative for those employees is by the Unit Officer.

The Parties agree the number of stewards may be adjusted by mutual agreement, as needs are identified.

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit.

10.02 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of not more than five (5) member of the Union, one of whom shall be the CUPE National Representative, one of whom shall be the President of Local 2936, one of whom shall be the Unit Chair, and two of whom shall be Employees, who have attained at least six (6) months' seniority.

The Union shall notify the Employer, in writing, of the name of each member of the Union bargaining committee.

10.03 Performing Union Duties

The Union recognizes and agrees that Union Representatives have their regular duties to perform in connection with their employment. Only such time, as is necessary, will be taken up by the Union Representatives during working hours to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitrations. Permission to take a break from or to leave work, during working hours, for such purposes shall be obtained from the immediate Supervisor or designate. Such permission shall not be unreasonably withheld. The entitlement for such time to be recognized as work time and paid time shall be governed by Article 10.05.

10.04 Departure for Union Duties

The Union recognizes that each Employee holding a Union Position within their Unit is employed to perform work for the Employer and that the Employee will not leave their work during working hours to perform their duties under this Agreement without first obtaining the permission of the employee's Supervisor, which permission shall not be withheld unjustly.

Where permission is granted and the Employee leaves their work, they will return to work upon the earlier upon the conclusion of the duties further to holding a Union Position.

10.05 Union Duty Compensation

The Employer shall maintain regular straight time salary, benefits and credits for employees who are representing the Union and who are required to attend meetings under this Collective Agreement as follows:

- a) employees serving on the Employer/Employee Relations Committee for scheduled meeting time during regular working hours;
- b) an employee serving as a Steward at the complaint stage, Step 1 and Step 2, of the grievance procedure during regular working hours.
- c) an employee serving on the bargaining committee.

10.06 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon approval of the Employer subject to operational requirements, to a maximum of two (2) employees away from each location at any one time elected or appointed to represent the Union at Union functions. Leave of absence without pay shall be granted to employees by the Employer to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies.

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

An employee who is elected or selected for a position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay and benefits, and without loss of seniority. Such leave will not exceed twenty-four (24) months, unless otherwise mutually agreed to. Such request shall be in writing and approved by the Employer.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance is an unresolved disagreement between the parties, relating to the application, interpretation, administration, or alleged violation of this Collective Agreement. A grievance may be made by an Employee, the Union, or the Employer.

11.02 Time Limits

Time limits established by an article may be extended by mutual written agreement of the parties.

11.03 Grievance Procedure

It is the mutual desire of the Employer and the Union to address all complaints and grievances as quickly as possible.

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

Step 1

Any Employee shall present their grievance in writing to the Employee's immediate Supervisor within seven (7) working days of the circumstances giving rise to the grievance. The grievance will set out the details of the grievance and refer to the article(s) alleged to have been violated. The immediate Supervisor shall hold a meeting with the grievor and the grievor's Union representative within seven (7) working days after receipt of the grievance and shall provide a written response to the Union and grievor within seven (7) working days after the meeting.

Step 2

Any Employee having a grievance, which has not been settled under Step 1, shall present their grievance in writing to the Executive Director within seven (7) working days. The Executive Director and Director of Human Resources shall hold a meeting within seven (7) working days with the Union representative and the grievor. The Executive Director or designate shall deliver a final written response to the Union and grievor within seven (7) working days after the called meeting.

Step 3

Failing settlement at Step 2 of the grievance procedure the grievance may be referred to arbitration within ten (10) working days of the written reply at Step 2.

It is agreed that an extension will not be arbitrarily denied.

11.04 Policy Grievance

Either the Union or the Employer may lodge a grievance, in writing, with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement. Such grievance shall commence at Step 2, by providing a written grievance to the other party within seven (7) working days of the circumstances giving rise to the grievance.

11.05 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. Such a grievance shall commence at Step 2.

11.06 Deviation from Grievance Procedure

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

11.07 Replies in Writing

Replies to grievances shall be in writing. Replies shall include the discussions had in the meeting (excluding without prejudice discussions) and the Employer's detailed response from the meeting.

ARTICLE 12 - ARBITRATION

12.01 Arbitration Referral

It is agreed that any grievance which has been properly processed through all the applicable steps of the grievance procedure set forth in this agreement and which has not been settled or abandoned may be referred to arbitration, in accordance with Article 11.

12.02 Arbitrator(s)

- (a) An earnest effort shall be made to jointly select an arbitrator from a list of no less than five arbitrators proposed by each party.
- (b) If the parties have failed to agree upon an arbitrator within ten (10) working days from the date on which written notice of submission to arbitration was presented, either party may request the Ontario Minister of Labour to appoint an arbitrator.
- (c) The parties may jointly elect to have any grievance heard by a three person Board of Arbitration, whereby each party selects an arbitrator and the two arbitrators select themselves a third arbitrator.

12.03 Arbitrator Authority

The Arbitrator or Board shall not have any power or authority to alter, add to, subtract from, modify, or otherwise change any of the provisions of this Agreement, or to substitute any new provision for an existing provision or to make any decision inconsistent with the provision of this Agreement.

The Arbitrator or Board, shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.

12.04 Arbitration Expenses

Each Party shall pay:

- (a) The fees and expenses of its own nominee that it appoints;
- (b) One-half (1/2) of the fees and expenses of the arbitration chairperson.

12.05 Time Limits

The time limits specified in the arbitration procedure may be altered on the written agreement of the parties.

12.06 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee or employees involved and any necessary witnesses.

ARTICLE 13 - DISCIPLINE/SUSPENSION/DISCHARGE

13.01 Discharge and Discipline Procedure

The Employer agrees to provide a written notice of discipline or discharge to the Employee concerned and to the Union. Such notice shall be issued within ten (10) days after the Employer becomes aware of the events giving rise to the discipline or discharge. Notwithstanding the foregoing ten (10) daytime limit, it is understood that in circumstances where an investigation must be undertaken to fully determine the fact situation the Employer shall be allowed the time it considers necessary to conduct said investigation.

A grievance concerning discipline or discharge of an Employee who has passed their probationary period shall be commenced at Step 2 of the grievance procedure within seven (7) days after the Employee became aware of or ought reasonably to have become aware of the Employee's discipline or discharge.

Where the Employer will be disciplining an Employee (excluding a verbal or written warning) or discharging an Employee, the Employer will notify 48 hours in advance the Secretary of the Union and the Unit Chair or a designate. The Union will not disclose to the Employee to planned discipline or discharge. The Employer will also notify the Employee 24 hours in advance.

13.02 Sunsetting Discipline

The Employer will not rely upon or refer to discipline notations or written warnings contained in the Employee's file in the case of written warnings or suspensions after the passage of eighteen (18) months, if there has been no intervening disciplinary action taken by the Employer. Notwithstanding the foregoing, discipline relating to workplace

violence or harassment, including sexual harassment, will remain on the Employee's file for twenty-four (24) months.

13.03 Notifying The Union

Where a Supervisor/Manager intends to impose discipline on an Employee the Supervisor/ Manager shall advise the Employee to contact their steward to be present for the meeting at which the discipline is imposed or shall invite a Union Representative to be present for the meeting. The discipline meeting shall be scheduled based on the availability of the Union Representative/steward (if so invited by the Employee), unless the same would cause unreasonable delay. The unavailability of a Union Representative/steward or the Employee's express choice not to involve their Union Representative/steward shall not negate any action taken by their Employer.

13.04 Probationary Employees

Where an Employee is probationary, they shall not be entitled to dispute their discipline or discharge through the grievance procedure, unless it is alleged that the decision to discipline or discharge was contrary to the Human Rights Code.

13.05 Personnel Records

An Employee shall have the right at any time to view their personnel record in regard to personal information contained therein (as defined by the applicable privacy legislation) and subject to confidential and privacy obligations owed by the Employer. They shall have the right to have Union representation during the time of such review. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

13.06 A Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

13.07 Right to Have Steward Present

An employee shall have the right to have the Steward of their choosing present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE staff Representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

13.08 Political Action

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress, its affiliates, or subordinate bodies, as long as: 1) such action(s) is on the employee's own time; 2) the Union provides the Employer with reasonable advance notice of such political action(s); 3) the political action(s), such as a protest, sit-in, or similar physical political action(s) (and not including political action(s) such as wearing a button and clothing), is not taken on the Employer's premises; and 4) the employee in no way indicates that they are representing the Employer, without the approval of the Employer.

ARTICLE 14 - SENIORITY

14.01 Seniority Definition

Seniority is defined for purposes of this agreement as the length of continuous service of any Employee, computed from the date of most recent hire, after such Employee completed their probationary period, and shall apply only to the extent specifically provided in this Agreement.

14.02 Calculation of Seniority

Seniority is calculated based on the hours an Employee worked, after the Employee has completed probation. 1820 hours will equal one year of seniority. However, no Employee shall accumulate more than one (1) full year's seniority credit in any year regardless of the total number of hours worked.

Seniority is calculated based on the hours an Employee would have worked during the following leave periods:

- i. during pregnancy/parental/adoption leave.
- ii. during vacation leave.
- iii. during union leave.
- iv. during sick leave.
- v. during bereavement leave.
- vi. during leave for jury duty or when an Employee is subpoenaed as a court witness.
- vii. during emergency leave or any other leave provided for under the Employment Standards Act.
- viii. during any approved leave of absence (paid or unpaid) mutually agreed upon by the Employer and the Union.

14.03 Probation Period

- a) Newly hired full-time Employees shall be on probation for a period of 420 hours worked from date of hire. A full time Employee who successfully completes their probation will be provided with a written performance appraisal at the end of the Employee's probation.
- b) All part-time Employees shall be on probation for the first 210 hours worked from date of hire. If such Employee successfully completes their probationary period, the Employee will be provided with a performance review.
- c) Notwithstanding paragraph (b) above, Temporary or Relief Employees changing to part-time or full-time permanent status in a different position shall be required to complete an additional probationary period of eight hundred and forty (840) hours (6 months) worked in the new position.
- d) Notwithstanding paragraph (b) above, Temporary or Relief Employees changing to part-time or full-time permanent status in the same classification shall be required to complete an additional probationary period of four hundred and twenty (420) hours (3 months) worked.

14.04 Seniority List

A seniority list showing the names of those Employees who have completed the probationary period shall be established for Employees covered by this agreement. Such seniority list shall be updated once per financial quarter in consistent months, as determined by the Employer. A copy shall be supplied to the Union at the time of initial posting and subsequent revisions.

An Employee's seniority, as shown on the posted seniority list shall be deemed to be accurate if not challenged by the Employee within three (3) weeks of the date on which the list was posted. However, if the Employee is not actively at work during this period, the Employee will have three (3) weeks from the date of their return to work to challenge the accuracy of the list.

The Employer shall maintain a seniority list showing an Employee's current classification, the date upon which each Employee's service most recently commenced and years in hours of seniority, if different from Employee's service date.

14.05 Secondary Seniority List

Probationary Employees shall have their actual hours worked tracked and recorded on a secondary seniority list. The use of this seniority accumulation is limited to establishing an accurate seniority date for those who get hired as a permanent Employee and successfully completes their probationary period(s) as specified. All seniority credits accumulated while on probation will be credited to the Employee to backdate their seniority from date of hire.

14.06 Tied Seniority

Where two or more Employees have the same date of hire, their priority on the list will be determined, first on the basis of which employee applied first and, in the event of a tie, on the basis of a lottery, conducted by the employer and monitored by the Union.

14.07 Lost Seniority

Seniority shall be lost and an Employee shall be deemed to no longer be employed by the Employer if the Employee:

- a) Voluntarily quits their employment.
- b) Is discharged and is not reinstated through the grievance procedure.
- c) Fails to report for work post-layoff within five (5) working days after notification of recall is sent by the Employer by regular and registered mail to the Employee's last known address.
- d) Is laid off for a period in excess of twelve (12) months (except where on an Infectious Disease Emergency Leave).
- e) Is on an Infectious Disease Emergency Leave in excess of twenty-four (24) months.
- f) Fails to report for work upon the expiration of any leave of absence, which was granted to them.
- g) Utilizes a leave of absence for a purpose other than that for which it was granted.
- h) Retires or is retired.
- i) Is absent from work in excess of three (3) consecutive working days without notifying their immediate supervisor or the Executive Director.
- j) Refuses to actively participate in the accommodation or return to work process, further to an accident, injury, or disability.
- k) Has been inactively employed for a period in excess of 24 months, provided that the Employer had discharged its obligations under the Human Rights Code; and
- l) The employment relationship has been deemed frustrated, in accordance with the Employment Standards Act and the Human Rights Code.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When there is a temporary or permanent vacant position under this Collective Agreement, including in regard to a new position or a vacancy because of a resignation, the Employer shall notify the Unit Chair or designate via email and post the vacancy for the Employees.

The Posting shall be made on:

- i) all workplace bulletin boards established for posting Employee information.

- ii) an internet browser webpage that is secure, non-public, and which all Employee have access to (with new Employees being given access within 5 calendar days of hire); and
- iii) shall be sent by email to an employee on a leave or lay off, provided they have shared their personal email address.

The Posting shall be open for a minimum of six (6) business days before the Employer commences interviews, so that all members will know about the vacancy. During the job posting period, Permanent Full Time Employees will have the first opportunity to be duly considered for such Job Posting. Should there be no successful applicants to the Job Posting from Permanent Full Time Employees, then second consideration shall be given to Part Time employees. Should there be no successful applicants to the Job Posting from the Part Time Employees, then the third consideration shall be given to Relief Employees. Should there be no successful applicants to the Job Posting from the Relief Employees, the final consideration shall be given to Temporary Employees. The Employer shall not commence the interviewing of external applicants until internal candidates have been considered.

Temporary vacancy of less than forty-five days (45) need not be posted but Employees within the same location of vacancy must be notified of same.

Notwithstanding the above, should the Employer be provided written notification that the vacancy will occur (i.e. Resignation), the Employer shall post the position within seven (7) calendar days of such notice.

15.02 Information in postings

Such notices shall contain the following information: Nature of position, location, qualifications, required knowledge and education, skills, general scheduling pattern, location, and rate of pay for the position.

The inclusion of initial location of vacancy contained on the job posting is for informational purposes only and does not otherwise affect the rights of the Employer under this agreement with respect to transfers or work assignments.

15.03 Interview and Selection Process

Applicants from within the Bargaining Unit shall be given first consideration for the position. All current Bargaining Unit members who apply, including those on a leave, will be granted an interview. An applicant from within the Bargaining Unit will receive feedback describing any areas that the applicant was deemed insufficient from their interview if requested within a reasonable amount of time.

The Employer will consider the following factors in determining which, if any, of the applicants is to be awarded the posted positions:

- (a) skill, ability, efficiency, effectiveness, job performance history, experience and such other characteristics or qualifications as relate to the requirements of the position.
- (b) accreditation, certification or other professional or educational designation or recognition, or the Employer's reasonable expectation of its being achieved within a timeframe as determined by the Employer.
- (c) a member of an equity seeking group; and
- (d) seniority.

Where the qualifications listed above are, in the judgment of the Employer, relatively equal, factor (d) will govern.

All Applicants will be given an opportunity to self-identify as being a member of an equity seeking group. Information regarding the Applicant being a member of an equity seeking group will only be requested and shared, as needed, in order to address obligations under this Collective Agreement, and with cognitions of the importance of privacy rights.

If none of the Employee applicants satisfy the Employer's expectation, the Employer may fill the new job or vacancy from outside the bargaining unit.

Should the Employer decide to hire a less an Applicant with less seniority, and a grievance arise as a result, the Employer shall provide full disclosure of the decision (excluding privileged documents and documents requiring third party consent) by Step 2 of the grievance procedure.

15.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee is temporarily transferred to a position outside of the bargaining unit, the employee shall retain their seniority acquired at the date of leaving the bargaining unit but will not accumulate any further seniority. If an employee is permanently transferred to a position outside of the bargaining unit, the employee shall lose their seniority after three (3) months but will not accumulate any further seniority.

15.05 Transfer Probation

The parties agree that should a successful applicant prove to be unsatisfactory within the three (3) months trial procedure following the employee's appointment to a new classification or position or if the employee is unwilling to perform the duties of the new classification or position, the employee shall be returned to their former position and former wage rate without loss of seniority within thirty (30) days of the decision the position is deemed to be unsatisfactory.

Notwithstanding the paragraph above, the parties agree that should an employee hold two positions within the organization, they shall not serve two (2) probationary periods.

15.06 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion, or transfer. The Sectional chair and stewards shall be notified of all promotions, demotions, hiring, layoff, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

15.07 Promotions Requiring Higher Qualifications

If the Employer is unable to appoint a current employee to a position due to lack of qualifications or experience, the Employer shall give serious consideration to an employee applicant who does not have the required qualifications, but strongly demonstrates that they could with support and has an interest in developing higher qualifications (a "Step-Up Opportunity"). If the Employer decides to offer an employee a Step-Up Opportunity, the Employer shall determine any required on the job training, any required education, and the reasonable period for successfully completing the training and education. If the Employer determines that the qualifications are not being met, the employee shall revert back to their former position.

In regard to any required education, the Employer shall reimburse the employee for 50% of the tuition costs (up to a maximum of \$1,000 per annum), upon successful completion of the program.

If an employee resigns within 6 months of completing education further to a Step-Up Opportunity, the employee shall return any education reimbursement to the Employer and consents to have the same deducted from any wages.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition

A layoff shall be defined as a reduction in the hours of work for a full time Employee or, reduction in hours for a part time Employee with fixed hours or, the elimination of an occupied position, or a reduction in the number of part time Employees. It is understood that probationary Employees shall be the first laid off. Next considered for layoff shall be temporary workers following shall be relief workers, then part time workers and finally full-time employees.

The definition of a layoff shall not include a temporary reduction in the hours of work, where it is the result of an unexpected change that was entirely outside of the Employer's control (e.g. due to an emergency, weather, electrical issues, heating issues, outbreak, military conflict, a police ordered lockdown, a government ordered lockdown, hold and shelter, or otherwise, etc.).

16.02 Notification

In the event of a proposed lay off, the Employer will:

- a) provide the Union with
 - i. not less than ninety (90) calendar days' written notice of such lay off, if the lay off was not due (in part or in full) to change outside of the Employer's control.
 - ii. not less than twenty-days (20) calendar days' written notice of such lay off, if based on a funding change; and
 - iii. not less than forty-eight (48) hours' written notice of such lay off, if it is the result of an unexpected change that was entirely outside of the Employer's control.

- b) meet with the Union to review the following:
 - i. the reasons causing the layoff.
 - ii. the changes to the structure, functions, and services.
 - iii. alternatives to lay off which may include early retirement, leaves of absence, etc. in order to reduce the impact of lay off.
 - iv. discuss such issues as process, re-deployment and skill building opportunities.
 - v. the method of implementation, including the areas of cutback and the Employees to be laid off. Any agreement between the Employer and the Union, resulting from the review of this clause, concerning the method of implementation, will take precedence over the terms of this Article; and,
 - vi. ways in which the Employer and the Union can assist Employees to find alternate work.

- c) Provide the employee written notice of such lay off. This written notice shall be provided after the Union is provided notice, subject to the Employee receiving no less than the greater of: i) 50% of the notice length that the Union received; and ii) 14 calendar days. For example, if the Union was entitled to a minimum of twenty (20) days notice, then the Employee is entitled to a minimum of fourteen (14) calendar days notice. For clarity, this notice will run concurrent with the notice to the union in (a) above.

16.03 Layoffs

- a) Reductions in the workforce shall be accomplished by laying off the Employee(s) with the least seniority in the classifications within the program affected. An Employee who is subject to lay off from their classification may displace an Employee with the least seniority in another classification provided they have the qualifications and ability to perform all aspects of the available work.

- b) An Employee who has received a notice of lay off, shall be entitled to up to fifteen (15) working days orientation in the job they are bumping into.
- c) An Employee unsuccessful during fifteen (15) working days orientation shall be entitled to invoke their bumping rights again in accordance with this Article. The Employee shall be limited to one further attempt to secure a position through the bumping process. If the employee is unsuccessful in obtaining a position, they shall have no further bumping rights during this lay off.
- d) Subject to 14.07 (d), no new Employee shall be hired where an employee is on lay off, provided that providing that: i) the laid off Employee has the skills, ability, qualifications, experience, training do the work in Regard to the vacant position; and ii) the Employee has not failed to respond to or refused an offer to fill the vacant position.
- e) When an Employee has declined a recall to a program other than their originating program, that Employee shall continue to have future recall rights to all branches and 14.07 (d) above shall not apply.

16.04 Layoff Options

An Employee in receipt of a notice of layoff pursuant to Article 16.02 may:

- a) accept the layoff and be placed on recall; or
- b) may displace an Employee with less seniority in accordance with Article 16.03(a) above; or
- c) accept the layoff and accept severance pay in accordance with the Employment Standards Act.

16.05 Record of Employment

Prior to commencement of any lay off, the Employer shall provide all affected Employees with the documentation necessary to apply for Employment Insurance Benefits. Documents which cannot be provided until the conclusion of the pay period following the date of lay off shall be produced as quickly as possible thereafter.

16.06 Elimination of Position

If a position (or positions) is eliminated and/or transferred to another facility/location, then such Employee(s) affected shall have the right to exercise their lay-off and bumping rights as per the Collective Agreement.

16.07 Recall Rights

- a) Employees shall be recalled in reverse order of lay off, provided that the Employees have the necessary skill, ability, and qualifications to perform the available work.
- b) The Employer will email the Union and Employee as well as send a notice of recall by email and registered mail to the last address on the Employer's file. An Employee will respond to a registered notice of recall within ten (10) working days of receipt of same and shall be available for work within an additional fifteen (15) working days unless otherwise agreed.
- c) Any Employee recalled and reinstated to any position will receive the appropriate rate of pay for such position at the time of recall.
- d) The job posting provision of the Collective Agreement takes precedence over recall rights that Employee(s) have under the Collective Agreement. Employees on recall may bid on posted vacancies under Article 15.01. The Employer will forward all job postings at the time of posting to the employee while on layoff, provided the Employee gives the Employer an email address.
- e) Acceptance of a temporary assignment by a laid off Employee does not constitute a recall to work. After the completion of the assignment, the Employee will be laid off with no notice and the recall rights subject to article 14.07(d) will apply from the new lay off date.
- f) Should an Employee be unable to accept a recall to a temporary assignment there shall be no effect on their recall rights.
- g) An Employee who is being recalled from lay off, shall be entitled to up to fifteen (15) working days orientation in the job they are being recalled.

16.09 Benefits Continuance

The Employee has the option to continue benefits for a period of up to 120 days. This continuance is subject to the pre-approval of the John Howard Society of Ontario, as Plan Sponsor. In addition, this continuance is subject to the Employer and the Employee remain is responsible for paying the same portion of premiums during the lay off. The Employee shall provide the Employer with post-dated cheques or e-transfers on a monthly basis to address their premiums.

16.10 Full-Time/Part-Time Seniority Retention

A full-time employee, upon appointment to a part-time position, or a part-time employee, upon appointment to a full-time position, will retain their seniority and vacation as of such date, but thereafter their seniority and vacation will accrue as applicable to their new status.

16.11 Contract Information

It shall be the responsibility of the Employee to keep the Employer informed of their current address and phone number. The Employer shall be entitled to phone the last known number and is entitled to send any notice under this collective agreement to the Employee's last known address by prepaid post. If an Employee fails to keep the Employer advised of their current address and/or phone number, the Employer will not be responsible for a failure of a notice to reach an Employee.

ARTICLE 17 - HOURS OF WORK

17.01 Hours of Work

While hours of work and days of work are not guaranteed, generally, full-time employees are to work thirty-five hours per week, over a five-day workweek. Any one-off exceptions to the standard thirty-five hours per week, over a five-day workweek, for full-time positions shall be agreed to by the Employer and the Union by way of a Letter of Understanding.

The Employer shall provide each Employee with their hours of work and break periods schedule. For full-time, part-time, and temporary employees, the schedule is provided at the time of hire, promotion, or transfer. For relief employees, the schedule is provided with as much notice as reasonably possible, striving for no less than 1 week's notice, but may be with 12 or less hours notice. Any changes to an Employee's schedule will be: i) made with one month's notice to the Employee, if the reason for the change is within the Employer's full control; and ii) made with as much notice as reasonably possible, if the reason for the change is not within the full control of the Employer (e.g. due to weather, loss of power, loss of heat, workplace outbreak, government order, police order, etc.).

17.02 Rest Period

Where an Employee is working for four hours or less, the Employee shall be permitted a scheduled paid rest period of fifteen (15) consecutive minutes. The break shall be uninterrupted. Employees in the position of Residential Worker and Overnight Residential Worker, cannot leave their workplace during the Rest Period, unless the location is in Oshawa or is double staffed.

17.03 Lunch Break

All Employees will be entitled to a scheduled unpaid lunch break of 1 hour, during a shift of 5 hours or more.

The break is to be uninterrupted, and the Employee is allowed to leave their workplace during the Lunch Break.

Where an Employee is directed, in writing, by their supervisor, to pause their Lunch Break, the Employee shall resume their Lunch Break at a later time, during that shift.

Where an Employee is directed, in writing, by their supervisor, to remain at the workplace during their Lunch Break or to forfeit part of their Lunch Break, the Employee shall be provided with paid lieu time. The paid lieu time shall be used as mutually agreed to by the Employer and the Employee, with approval being dependent on various factors, including coverage. No Employee shall have more than 21 hours of lieu time. Any earned and unpaid lieu time shall be lost at the end of the calendar year. Lieu time shall not be arbitrarily or unreasonably denied.

Where a program does not close during the day-time hours of operation, the full-time and part-time Employees in that program shall receive a 30-minute paid break on Fridays, in addition to their Lunch Break. This paid top-up break shall be used as mutually agreed to by the Employer and the Employee, with approval being dependent on various factors, including coverage. The options for use are limited to: i) as a paid break during a workday within the calendar year; and ii) split up as multiple breaks during a workday within the calendar year. No Employee shall have more than 3 hours of top-up break time in a calendar year. Any earned and unpaid break time shall be lost at the end of the calendar year.

ARTICLE 18 - OVERTIME

18.01 Overtime

Overtime shall be calculated based on hours worked and shall be defined as those hours in excess of their scheduled hours, which have been authorized by the employee's supervisor.

Overtime shall be compensated by compensatory time off on an hour for hour basis for each authorized hour worked up to 44 hours, after which overtime will be compensated as compensatory time off at a rate of 1.5 hours for each hour worked in excess of 88 hours in a two-week period ("Lieu Time").

Overtime must be approved prior to it being accumulated.

Employees requesting compensatory time off will complete a Lieu Time request sheet via the online portal (currently known as BambooHR) outlining the approved accumulated lieu time and the proposed schedule of time off requested.

Lieu Time shall be used as mutually agreed to by the Employer and the Employee, with approval being dependent on various factors, including coverage. No Employee shall have more than 21 hours of lieu time. Any earned and unpaid lieu time shall be paid out, upon the earlier of, i) the Employee reaching more than 21 hour of lieu time; ii) at the end of the calendar year; iii) upon the Employee being placed on an approved leave of absence; and iv) upon the Employee being placed on a layoff.

ARTICLE 19 - PAID HOLIDAYS

19.01 Holidays

The days listed below will be recognized as paid holidays for eligible Full Time and Part Time Employees who have completed their probationary period (the "Paid Holidays"). Holiday pay will be calculated in accordance with the *Employment Standards Act*.

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition to the Paid Holidays, any other holidays proclaimed by the Ontario Government and identified as a holiday for which employees are entitled to pay by the *Employment Standards Act*.

The Union and the Employer recognize that not all Employees practice the same religion and cultural practices. Therefore, it is mutually agreed that an Employee desiring to observe a recognized religious, ethnic, or cultural holidays may request in writing to substitute a Paid Holiday with a holiday recognized by their religions, ethnicity, or culture. This request must be submitted no less than 30 calendar days in advance. This substitution may not occur in regard to any Paid Holiday where the Employer's operations or the Employee's program is closed on that Paid Holiday. It is understood that the operation of this clause shall not result in the Employer providing more paid holidays than the number of Paid Holidays identified in this Article. Such request shall not be unreasonably denied.

In order to qualify for holiday pay in regard to the Paid Holidays, the Employee must not be exempt from holiday pay and must meet the qualifications for statutory holiday pay, under the *Employment Standards Act*. If an employee is unable to work the shift prior to or after a Paid Holiday due to a medical reason, a medical note may be requested. If an employee is unable to work the shift prior to or after a Paid Holiday due to a non-medical reason, sufficient documentation confirming the reason must be provided. If proper documentaiton is not provided, the absence will be treated as without an explanation.

When an Employee is required to work on a Paid Holiday, the Employee shall instead be entitled to receive 1.5 the regular hourly rate, in Regard to hours worked on the Paid Holiday.

19.02 Lieu Holidays

When any Paid Holiday falls on a Saturday or Sunday, the next weekday shall be treated as the holiday. For example, if Christmas Day falls on a Saturday and Boxing Day falls on a Sunday, then the Monday will be treated as Christmas Day and the Tuesday will be treated as Boxing Day.

19.03 Holiday on a Scheduled Day Off

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

ARTICLE 20 - VACATION

20.01 Vacation Entitlement

Employees are entitled to the following vacation day and vacation pay entitlements:

Full-Time Employees

Years of Service	Weeks of Paid Vacation	Pay During Paid Vacation Shall be Based on Wages Earned
0 year – 1 year	Prorated 15 days (105 hours)	6%
1 year – 3 years	15 days (105 hours)	6%
4 years – 10 years	20 days (140 hours)	8%
11 years – 20 years	25 days (175 hours) In addition, the employee will be entitled to 1 paid float day.	10% + 1 paid float day
21+ years	30 days (210 hours) In addition, the employee will be entitled to 2 paid float days.	12% + 2 paid float days

Part-Time Employees

Years of Service	Weeks of Unpaid Vacation	Percentage of Vacation Pay to be Paid With Each Paycheque (Based on Wages Earned)
Less than 5 years	2 weeks	4%
5 years+	3 weeks	6%

Relief and Temporary Employees: Will be provided with their minimum statutory vacation entitlements under the *Employment Standards Act*. To that end, they will receive their vacation pay with each paycheque.

20.02 Scheduling Vacation

Between January 1st and March 1st, all Employees, will submit at least two weeks' vacation request to the Executive Director or a designate. Approval of vacations will be made based on seniority, in line with the best interests of the relevant program.

Remaining vacation requests will be submitted by September 30th and approved based on first come first served/approved considering the Employees' requests and the operational requirements of the business.

All vacation shall be taken at times convenient for the Employer, and the Employer will determine how many Employees may be scheduled off to work at any one given time. The Employer reserves the right to deny Employees' vacation requests, or to schedule Employees' vacation, as necessary to meet its business needs and the requirement of applicable legislation.

Unused vacation days do not carry forward, with the exception of 5 days, that may be carried forward with permission of the Executive Director to be used by January 31st or a later mutually agreed to date. Any earned and unpaid minimum statutory vacation pay will be paid out within two months of the commencement of the following calendar year.

20.03 Vacation Pay on Termination

If the Employee leaves the employ of the Employer, the Employee will be paid any minimum statutory vacation pay which has been earned but not paid. If the Employee has taken vacation with pay which has not yet been earned, the Employer will deduct from any pay which is owing to the Employee the amount of vacation pay which was not earned.

ARTICLE 21 - ACCOMMODATION AND LEAVE

21.01 Policies and Procedures

The Employer shall have at all times policies and procedures regarding accommodations and leaves of absences. These policies and procedures shall clearly address steps to request accommodation or a leave, steps to address a potential need for accommodation or a leave, and steps to respond to the same. The Union may participate in discussions with the Employer in regard to the creation and revision of such policies and procedures. The Union shall have the right to challenge any policy or procedure of the Employer, where the policy or procedure is outside the scope of the Employer's reasonable exercise of it rights and/or obligations and within the scope of this Collective Agreement, through the grievance procedure.

21.02 Addressing Obligations

The Employer and the Union agree to comply with the Ontario Human Rights Code, the Employment Standards Act, and the Occupational Health and Safety Act in regard to accommodations and leaves of absences obligations. Further, the Employer and the Union agree to work together to address any potential need for accommodation and/or a leave of absence. To that end, neither the Employer nor the Union will engage in any action or inaction that would interfere with the proper addressing of any potential need for accommodation and/or a leave of absence.

21.03 Leave Entitlements – Paid and Unpaid Days

All Employees are entitled to all minimum statutory paid and unpaid days, in accordance with the Employment Standards Act.

All Employees may be eligible for government benefits in regard to a leave of absence (e.g. EI Sickness Benefits).

21.04 Sick Days and Sick Leaves

21.04(1) Sick Day and Sick Leave Definition

A sick day and a sick leave occur when an Employee is entitled to an absence in accordance with the *Human Rights Code* and/or the *Employment Standards Act*, as a result of being unable to work (even with accommodation), due to a personal or family illness, emergency, or death.

A sick day occurs when an Employee is temporarily unable to work, for an expected period of less than 3 days.

A sick leave occurs when an Employee is unable to work, for an expected period of more than 3 days.

21.04(2) Sick Day and Sick Leave Accumulation

- a) Employees become eligible for a paid sick day/leave following the successful completion of their probation period.
- b) All Full Time and Part Time employees will receive six (6) paid sick days at the start of the calendar year and shall earn a further one (1) paid sick day per calendar month after May, for a total of twelve (12) paid sick days per calendar year of active service ("Paid Sick Days"). Up to three Paid Sick Days may be carried forward into the next calendar year, allowing for a maximum total of fifteen (15) paid sick days at any time. All other earned and unused Paid Sick Days are lost at the end of the calendar year. There shall be no payment for accumulated and unused Paid Sick Days.
- c) All Relief and Temporary Employees will be provided with their minimum paid absence entitlements under the *Employment Standards Act*.

21.04(3) Alternative Pay for Sick Day and Sick Leave

Where an Employee has no remaining earned Sick Time, has no entitlement to a paid sick day or sick leave under the *Employment Standards Act*, and is not currently eligible for Long Term Disability benefits, the Employee may elect to use their earned and unpaid vacation pay in regard to a sick day or sick leave, subject to supervisor approval.

21.05 Leave Entitlements – Long Term Disability

All full-time Employees are entitled to Long Term Disability coverage, in accordance with the terms and conditions established by the benefits provider, as selected by the Employer.

21.06 Medical Appointments

Medical/dental appointments shall be scheduled outside working hours wherever possible and/or in a matter that causes as little disruption to the business and clients as possible.

21.07 Protected Leave

The Employees shall be entitled to their minimum statutory leaves and absences, in accordance with the Employment Standards Act and the Human Rights Code, including in Regard pregnancy leave, parental leave, military leave, etc. During these absences, an Employee shall continue to accrue seniority and vacation days. They shall not accrue vacation pay and they shall not accrue any other compensation entitlements (e.g. sick leave credits).

21.08 Paid Float Days

In addition to Paid Sick Days, Employees will be entitled to Paid Float Days in regard to personal matters, that are not due to a personal or family illness, emergency, or death (e.g. helping a friend move, attending a child's recital, etc.) ("Paid Float Days").

- a) Employees become eligible for Paid Float Days following the successful completion of their probation period.
- b) All Full Time and Part Time employees will receive three Paid Float Days per calendar year. Up to one (1) Paid Float Day may be carried forward into the next calendar year, allowing for a maximum total of four (4) Paid Float Days at any time. All other earned and unused Paid Float Days are lost at the end of the calendar year. There shall be no payment for accumulated and unused Paid Float Days.
- c) All Relief and Temporary Employees will be provided with their minimum paid absence entitlements under the *Employment Standards Act*.

21.09 Paid Bereavement Leave

Upon the death of a member of an Employee's family, the Employee will be granted a leave of absence of a) Five (5) paid bereavement days in regard to the death of the employee's parent, common law or martial spouse, child, grandchild, or minor for whom the employee was acting as the guardian for on a part-time or full-time basis.

ii) Three (3) paid bereavement days in regard to the death of the employee's sibling, parent-in-law, sibling-in-law, grandparent, or an individual for whom the employee was providing care at the time of their passing.

In determining whether an individual falls with the definition of a familial term, the term shall be interpreted broadly and in a manner that reflects inclusivity and diversity.

ARTICLE 22 - WAGES AND ALLOWANCES

22.01 Wage Rates

The classifications and wage rates set out in Appendix "A" which is attached hereto and hereby incorporated herein shall form part of this Agreement.

22.02 Wage Statements

With each regular payroll, the Employer shall provide the Employee with an itemized statement of their wages and deductions. An Employee who is receiving an incorrect payment or statement of wages and deduction (i.e. resulting in excess wages or a wage shortage) shall submit a payroll enquiry as soon as possible and no later than the next pay period after they became aware.

22.04 Allowances

Employees shall be given mileage reimbursement at the rate of 55 cents per kilometre.

Where the Employer requires an Employee to be part of a professional association in order to perform their job, the Employer shall pay the annual fees for membership in the association.

22.05 Equal Pay

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

22.06 Other Wage Provisions

(1) Pay days for the duration of this Agreement shall be bi-monthly and paid every 15th and the last business day of the month. Should a weekend or holiday fall on the 15th,

then the last preceding business day shall be deemed to be pay day. Pay slips shall be available electronically to Employees 24 hours preceding pay day.

(2) The Employer will show conspicuously in writing the wages paid to each Employee the following facts: Employee's wage rate, number of regular hours worked, number of overtime hours worked (overtime may be converted into regular hours), and all deductions made.

(3) The Wage Grid for each classification shall be set out in Appendix "A".

(4) The Anniversary Date for the purpose of moving up a step shall be based on their start date in the relevant job classification.

ARTICLE 22.01 – APPENDIX “A” – WAGE RATES

(CONFIDENTIAL AND WITHOUT PREJUDICE)

Class		Level				
		1	2	3	4	5
Class 10	On Point Workers					
	April 1, 2023	\$18.80	\$18.85	\$18.90	\$18.95	\$19.00
	April 1, 2024 (2.25%)	\$19.22	\$19.27	\$19.33	\$19.38	\$19.43
	April 1, 2025 (2.25%)	\$19.66	\$19.71	\$19.76	\$19.81	\$19.86
Class 9	Summer Student and Youth Program Staff					
	April 1, 2023	\$18.08	\$18.13	\$18.18	\$18.23	\$18.28
	April 1, 2024 (2.25%)	\$18.49	\$18.54	\$18.59	\$18.64	\$18.69
	April 1, 2025 (2.25%)	\$18.90	\$18.96	\$19.01	\$19.06	\$19.11
Class 8	Non-Intern Students					
	April 1, 2023	\$18.15	\$18.30	\$18.45	\$18.60	\$18.75
	April 1, 2024 (2.25%)	\$18.56	\$18.71	\$18.87	\$19.02	\$19.17
	April 1, 2025 (2.25%)	\$18.98	\$19.13	\$19.29	\$19.45	\$19.60
Class 7.A	Cleaners					
	April 1, 2023	\$15.75	\$15.85	\$15.95	\$16.05	\$16.30
	April 1, 2024 (2.25%)	\$16.10	\$16.21	\$16.31	\$16.41	\$16.67
	April 1, 2025 (2.25%)	\$16.47	\$16.57	\$16.68	\$16.78	\$17.04
Class 6	Maintenance Worker					
	April 1, 2023	\$22.50	\$22.73	\$22.95	\$23.18	\$23.41
	April 1, 2024 (2.25%)	\$23.01	\$23.24	\$23.47	\$23.70	\$23.94
	April 1, 2025 (2.25%)	\$23.52	\$23.76	\$23.99	\$24.23	\$24.48

x

Class 5.A	Employment/Employer Advisor Employment Outreach Advisor Harm Reduction Outreach Worker Housing Outreach Worker Housing Retention Worker Community Justice Worker (DAP) YIT Worker EJM Worker Residential Worker Youth Counsellor (CYC) School Suspension Worker Counselling Facilitators (AM, DADS, Parenting) On Point Facilitator Adult Learning Instructor Pre-Employment Instructor Sex Trade Housing Support Worker Youth Employment Counsellors (STEP) Youth Employment Advisor					
	April 1, 2023	\$22.34	\$22.54	\$22.74	\$22.94	\$23.14
	April 1, 2024 (2.25%)	\$22.84	\$23.05	\$23.25	\$23.46	\$23.66
	April 1, 2025 (2.25%)	\$23.36	\$23.57	\$23.77	\$23.98	\$24.19
Class 5.B	Licensed, certified, the like in regard to the position, with corresponding responsibilities, in regard to Class 5.A. This Class shall also include all employees with 10 years or more in Class 5.A (unless the employee has refused recommended licencing or certification opportunities).					
	April 1, 2023	\$22.81	\$23.27	\$23.50	\$23.98	\$25.25
	April 1, 2024 (2.25%)	\$23.32	\$23.79	\$24.03	\$24.52	\$25.82
	April 1, 2025 (2.25%)	\$23.85	\$24.33	\$24.57	\$25.07	\$26.40
Class 4.A	Employment Information and Resource Advisor Housing Resource Worker Needle Exchange Worker Overnight Residential Worker					
	April 1, 2023	\$22.66	\$22.89	\$23.11	\$23.33	\$24.01
	April 1, 2024 (2.25%)	\$23.17	\$23.41	\$23.63	\$23.85	\$24.55
	April 1, 2025 (2.25%)	\$23.69	\$23.93	\$24.16	\$24.39	\$25.10
Class 4.B	Licensed, certified, the like in regard to the position, corresponding responsibilities, in regard to Class 4.A. This shall also include all employees with 10 years or more in Class 5.A (unless the employee has refused					

	recommended licencing or certification opportunities)					
	April 1, 2023	\$22.81	\$23.04	\$23.26	\$23.48	\$24.16
	April 1, 2024 (2.25%)	\$23.32	\$23.56	\$23.78	\$24.01	\$24.70
	April 1, 2025 (2.25%)	\$23.85	\$24.09	\$24.32	\$24.55	\$25.26
Class 3	Administrative (formerly Program Support)					
	April 1, 2023	\$19.00	\$19.10	\$19.15	\$19.20	\$19.55
	April 1, 2024 (2.25%)	\$19.43	\$19.53	\$19.58	\$19.63	\$19.99
	April 1, 2025 (2.25%)	\$19.86	\$19.97	\$20.02	\$20.07	\$20.44
Class 2	Casual/Relief: (Residential Worker, Needle Exchange, Youth Worker (CYC))					
	April 1, 2023	\$21.73	\$21.83	\$21.93	\$22.03	22.28
	April 1, 2024 (2.25%)	\$22.22	\$22.32	\$22.42	\$22.53	\$22.78
	April 1, 2025 (2.25%)	\$22.72	\$22.82	\$22.93	\$23.03	\$23.29
Class 1.A	Junior IT Support					
	April 1, 2023	\$18.39	\$18.49	\$18.59	\$18.69	\$18.94
	April 1, 2024 (2.25%)	\$18.80	\$18.91	\$19.01	\$19.11	\$19.37
	April 1, 2025 (2.25%)	\$19.23	\$19.33	\$19.44	\$19.54	\$19.80
Class 1.B	Senior IT Support					
	April 1, 2023	\$21.43	\$21.63	\$21.73	\$21.83	\$22.08
	April 1, 2024 (2.25%)	\$21.91	\$22.12	\$22.22	\$22.32	\$22.58
	April 1, 2025 (2.25%)	\$22.41	\$22.61	\$22.72	\$22.82	\$23.08

1. Levels are based on years of seniority within the class.
2. Where an employee's pay at the time of the ratification of the first collective agreement is higher than the grid provides, until they align with the grid, they will instead have their wage increased by 1% per annum. In addition, at the end of the calendar year, they will receive a lump sum bonus amounting to the differential of the wage increase received and the wage increase agreed to by the parties, less all required deductions. (e.g. 2.25% general wage increase agreed to. 1% given to red-circled member and they will receive a difference of 1.25% in a lump sum.)
3. Where an employee's pay at the time of the ratification of the first collective agreement is lower than the grid provides, they will be aligned with the grid. For example, if a member is currently paid \$18.00 and under the grid they should be paid \$19.00 an hour, then they will be paid \$19.00 an hour.
4. When an employee is promoted permanently to a higher paying position, they shall be paid the start rate of the higher level position or, if this is less than their current rate of pay, then they will be paid at the next level that would result in an increase. When an employee is permanently placed in a lower paying position, the employee

shall be paid a rate that in the lower paying position which is closest to their current rate of pay, without surpassing their current rate of pay. For example, if an employee is currently employed in Class X with 5 years of service at \$20.00 and they are promoted to Class Y, then they will then move into Level 1 of Class Y. However, if Level 1 of Class Y pays \$19.50, they will move into the next level that would result in an increase (e.g. Level 3 has a wage rate of \$20.15). Similarly, if an employee employed in Class X with 5 years of service at \$20.00 and they wish to be demoted to Class Z, then they will move into the Level of Class Z that is the closest to the current wage, without going over. For example, if Class Z Level 3 is \$19.95 and Class Z Level 4 is \$20.25, then they would be placed in Class Z Level 3.

5. Where the pay in the grid falls below minimum wage, minimum wage shall be paid.

ARTICLE 23 - HEALTH AND SAFETY

23.01 Health and Safety Obligations

The Employer and the Union both agree that a safe workplace is paramount.

The Employer and the Union agree to comply with the Occupational Health and Safety Act and the Workplace Safety and Insurance Act. Further, the Employer and the Union agree to work together to address any workplace hazards, workplace accidents, and workplace injuries.

To that end, neither the Employer nor the Union will engage in any action or inaction that would interfere with identifying and addressing workplace hazards. Further, neither the Employer nor the Union will engage in any action or inaction that would interfere with the proper investigation of, addressing of, or disciplining in regard to a workplace accident or workplace injury.

23.02 Joint Health and Safety Committee

The Employer and the Union agree to abide by the Occupational Health and Safety Act in establishing and maintaining a Joint Occupational Health and Safety Committee, with three (3) members from the bargaining unit and three (3) members from the Employer's management team. The Union and the Employer shall each select one (1) additional member who may serve as an alternate on the Joint Health and Safety Committee.

The parties recognize the Union's right under the Occupational Health and Safety Act to select the members to represent them on the Joint Health and Safety Committee.

Due to the Employer's multi-site locations and work environment, the Employer and the Union agree that the employee representatives will be from those that work in each of the following: 1) community, 2) office; and 3) residential.

The parties agree to establish and maintain terms of reference for the Joint Health and Safety Committee, which will, among others, deal with:

- i The structure and composition of the committee
- ii The selection, roles and powers of committee members and co-chairs
- iii Committee meetings and workplace inspections
- iv Obtaining information about workplace hazards and occupational health and safety reports from the Employer
- v Designation of committee members for inspections and attending workplace testing
- vi Notice and investigations into a workplace fatality, critical injury, accident, incident of workplace violence or occupational injury
- vii Work refusals and investigations
- viii Committee evaluation and effectiveness

The parties agree to jointly develop and submit the terms of reference to the Ministry of Labour, Training and Skills Development for approval within six months of signing the collective agreement.

23.03 Accidents and Injuries

All hazard, accidents, and injuries shall be promptly reported by the Employees, in accordance with the Employer's Health and Safety policies and procedures.

23.04 Injury Pay Provisions

An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at the Employee's regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift.

23.05 Injury Coverage

The Employer shall register for injury coverage in regard to the Employees (known as Special Risk Insurance), which applies to both injuries in the workplace and injuries outside of the workplace.

All Employees will have access to an electronic copy of the Special Risk Insurance on the Employer's intranet, as well as hard copy available at the Employer's office.

ARTICLE 24 - BENEFITS AND PENSION

24.01 The Employer agrees to provide eligible employees with a benefits package, pension plan, and RRSP group plan. The terms and conditions, including eligibility, calculations, entitlements, obligations, suspension of eligibility, and termination of

eligibility, are as solely determined from time to time by the John Howard Society of Ontario. The Employer further agrees to provide the Employees with literature describing the benefits upon hire and as they are amended from time to time.

24.02 All Employees will have access to an electronic copy of the benefit plans on the Employer's intranet, as well as a hard copy available at the Employer's office.

24.03 The Employer shall provide to the Union a complete copy of any and all plans, as well as any changes made to the plan.

24.04 It is understood that the administration of the plans are not part of this collective agreement and are not subject to the grievance and arbitration procedures. The Employer's sole responsibility under this collective agreement is to contribute towards billed premiums, as required.

ARTICLE 25 - RESTRICTIONS ON CONTRACTING OUT

25.01 The Employer shall not contract out work performed by any employee or employees in the bargaining unit if the contracting out of that work would result in the lay off of such employees.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide bulletin boards at some work locations, which shall be used to post the seniority lists and which the Union shall have the right to post notices of interest to Employees.

26.02 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement shall be in writing and shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 27 - NO STRIKES, NO LOCK OUTS

27.01 During the term of this agreement, the Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts. It is agreed that the definition of "strike" or "lock-out" shall be in accordance with the provisions of the *Ontario Labour Relations Act*.

ARTICLE 28 – EMPLOYEE REIMBURSEMENTS

28.01 Education and Tuition Allowance

- a) The Employer shall provide up to \$1,000.00 per calendar year, less all required deductions, for the cost of college or university course tuition, books, and course material. To qualify for reimbursement the employee must receive prior approval for the course, provide receipts for such tuition, books, and materials, and provide proof of successful course completion.
- b) If the Employer requires an employee to obtain a particular course or courses as part of that person’s training and development plan, then the Employer will bear the full cost of such course(s).
- c) Professional development requests to attend events such as conferences, training or seminars may be approved by the Employer at its discretion. In addition to registration fees, the Employer will reimburse an employee attending a conference, training, or seminar for hotel accommodations (if pre-approved), mileage and meals in accordance with the Employer’s policies.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Agreement shall end on March 31, 2026. This Agreement shall continue from year to year thereafter unless either party gives notice of its intention to negotiate revisions to the Agreement. Such notice shall be given to the other party in writing not more than ninety (90) days prior to date of expiration.

Signed this 9th day of May, 2023.

For the Union

For the Employer

Michelle Neill
Michelle Neill (May 9, 2023 18:02 EDT)

Dianna Eastwood
Dianna Eastwood (May 10, 2023 09:57 EDT)

Margaret Down
Margaret Down (May 9, 2023 18:06 EDT)

J. Frey

Seyhan Kogukoglu
Seyhan Kogukoglu (May 9, 2023 18:21 EDT)

Christina Barrow
Christina Barrow (May 10, 2023 11:24 EDT)

Michael Blaise

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Durham

And

Canadian Union of Public Employees
and its Local 2936.13

RE: Two Full Time Counselling Team Positions and One Part Time Counselling Team Position

The Employer has two full-time counselling team positions and one part-time counselling team position. Currently, the Employer has permitted three Employees to share these three positions and for all to be considered full-time Employees, despite their working 28 hours. The Employer agrees to maintain the same, for the duration that these three Employees remain in these positions.

Signed this 9th day of May, 2023.

For the Union

For the Employer

Michelle Neill
Michelle Neill (May 9, 2023 18:02 EDT)

Dianna Eastwood
Dianna Eastwood (May 10, 2023 09:57 EDT)

Margaret Down
Margaret Down (May 9, 2023 18:06 EDT)

[Signature]

Seyhan Kogukoglu
Seyhan Kogukoglu (May 9, 2023 18:21 EDT)

Christina Barrow
Christina Barrow (May 10, 2023 11:24 EDT)

[Signature]

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Durham

And

Canadian Union of Public Employees
and its Local 2936.13

RE: Emergency Response Committee (ERC)

When the Government of Ontario has declared a state of an emergency under the Emergency Management and Civil Protection Act and the emergency is in regard to a designated infectious disease, as defined by section 50.1 of the Employment Standards Act, an Emergency Response Committee ("ERC") shall be formed.

The ERC shall have three (3) members from the bargaining unit and three (3) members from the Employer's management team. The Union and the Employer shall each select one (1) additional member who may serve as an alternate on the ERC.

The parties recognize the Union's right to select the members to represent them on the ERC.

Due to the Employer's multi-site locations and work environment, the Employer and the Union agree that the employee representatives will be from those that work in each of the following: 1) community, 2) office; and 3) residential.

The parties agree to establish and maintain terms of reference for the ERC, which will, among others, deal with:

- i The structure and composition of the committee
- ii The selection, roles and powers of committee members and co-chairs
- iii Committee meetings and workplace inspections
- iv Obtaining information and documentation about workplace hazards related to the designated infectious disease from the Employer
- v Notice and investigations into workplace incidents of the designated infectious disease
- vi Work refusals and investigations into workplace concerns regarding the designated infectious disease
- vii Committee evaluation and effectiveness

The ERC shall work in partnership with the Joint Health and Safety Committee. If the Employer and the Union mutually agree, the Joint Health and Safety Committee may usurp some or all of the roles and responsibilities of the ERC.

The Employer will work with the ERC to ensure that it applies for all available grants, programs, subsidies, and the like that the Employer is eligible for in regard to the declared state of emergency.

The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.

The parties agree that this Letter of Understanding forms part of the Collective Agreement.

Signed this 9th day of May, 2023.

For the Union

For the Employer

Michelle Neill

Michelle Neill (May 9, 2023 18:02 EDT)

Margaret Down

Margaret Down (May 9, 2023 18:06 EDT)

Seyhan Kogukoglu

Seyhan Kogukoglu (May 9, 2023 18:21 EDT)

Michael Blincoe

Dianna Eastwood

Dianna Eastwood (May 10, 2023 09:57 EDT)

Imrey

Christina Barrow

Christina Barrow (May 10, 2023 11:24 EDT)

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Durham

And

Canadian Union of Public Employees
and its Local 2936.13

Re: Accommodation

The Employer welcomes employees with disabilities and confirms that this is a discrimination-free workplace.

Open Door Policy

The Employer believes in an open and supportive workplace. If an Employee has a disability or other protected ground under the *Human Rights Code*, which may impact their employment with the Employer, the Employee should advise Human Resources. The Employer shall maintain confidentiality in respect of any information provided by the Employee and their physician in the course of this communication, subject to its needs, obligations, and legal requirements.

Acknowledging and Accommodating Disabilities

If an Employee has advised the Employer of a disability, then, in accordance with the *Accessibility for Ontarians with Disabilities Act*, their disability, their accessibility needs (if any), and their accommodation plan (if any), will be taken into account during any performance review and when they are or may be promoted to or moved to a new job.

Developing and Implementing an Accommodation Plan

An individual accommodation plan is a formal written plan, that confirms how an Employee will be accommodated in regard to their disability or other protected ground.

Pursuant to the *Accessibility for Ontarians with Disabilities Act* and the *Human Rights Code*, Employees can be entitled to be accommodated up to the point of undue hardship. Examples of accommodation can include:

- a change to the format in which training, and instruction is provided to accommodate the employee's disability.
- a personalized workplace emergency response plan to accommodate the employee's disability.

- a modification of some of the employee's duties to accommodate the employee's disability; and
- a change to the employee's work schedule due to the employee's family obligations.

If an employee requires accommodation as a result of a disability or otherwise, Human Resources must be advised. The Employer will then work with the employee to develop an individual written accommodation plan. The Employee will have the right to involve their Union Stewart Representative in the discussion and development of the individual written accommodation plan. As part of developing the written accommodation plan, the employee may be required to have their physician complete a medical questionnaire(s), provided by the Employer. In addition, the Employee may be required to attend at an independent medical examination(s). Upon receipt of all requested information, the Employer will then develop a written proposed individual accommodation plan. Subject to any further discussion or the need to review, the written proposed individual accommodation plan will be implemented. The accommodation plan will be revisited on a regular basis, in review of the information provided by the Employee and/or their physician.

The Employer shall maintain confidentiality in respect of any information provided by the Employee and their physician in the course of developing an accommodation plan, subject to its needs, obligations, and legal requirements.

Everyone plays an important role in the accommodation process. In particular:

- 1) The Employee seeking accommodation is responsible for:
 - a) informing and updating the Employer of their needs.
 - b) cooperating in obtaining and updating the necessary information, including medical and other expert opinions.
 - c) participating in discussions about potential accommodation options; and
 - d) working with the Employer and the Union, on an ongoing basis, to maintain, review, revise, and/or end any accommodation or leave.
- 2) The Union is responsible for:
 - a) taking an active role as a partner for the Employee in the accommodation process.
 - b) sharing joint responsibility with the Employer to address accommodation obligations; and
 - c) supporting accommodation measures, regardless of the Collective Agreement.
- 3) The Employer is responsible for:
 - a) accepting accommodation requests in good faith.

- b) requesting only information that is required to consider the accommodation/leave request and develop an accommodation plan.
- c) obtaining expert advice or opinions from the Employee's health care provider, where necessary.
- d) taking an active role in ensuring that all possible accommodation options, up to the point of undue hardship, are examined.
- e) maintaining the confidentiality of the Employee requesting accommodation.
- f) dealing with accommodation requests in a timely manner; and
- g) bearing the cost of any required medical information or documents, as reasonably charged by the Employee's health care provider.

Signed this 9th day of May, 2023.

For the Union

For the Employer

Michelle Neill

Michelle Neill (May 9, 2023 18:02 EDT)

Margaret Down

Margaret Down (May 9, 2023 18:06 EDT)

Seyhan Kogukoglu

Seyhan Kogukoglu (May 9, 2023 18:21 EDT)

Michael Bellrose

Dianna Eastwood

Dianna Eastwood (May 10, 2023 09:57 EDT)

Imraj

Christina Barrow

Christina Barrow (May 10, 2023 11:24 EDT)

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Durham

And

**Canadian Union of Public Employees
and its Local 2936.13**

Re: Community Living Custodians

The John Howard Society of Durham and Community Living Oshawa Clarington have a longstanding relationship to provide employment to supported individuals in the capacity of Custodian.

Notwithstanding Article 13.03, the parties agree that should the Employer not intend to post a custodian position internally because they have a referral from Community Living Oshawa Clarington, the Employer shall provide the documentation to the Unit Chair or designate prior to offering any position to the person referred by Community Living Oshawa Clarington. The parties agree, that if the Employer can provide the Union sufficient documentation, the position will not be posted.

Signed this 9th day of May, 2023.

For the Union

Michelle Neill
Michelle Neill (May 9, 2023 18:02 EDT)

Margaret Down
Margaret Down (May 9, 2023 18:06 EDT)

Seyhan Kogukoglu
Seyhan Kogukoglu (May 9, 2023 18:21 EDT)

Michael Billrose

For the Employer

Dianna Eastwood
Dianna Eastwood (May 10, 2023 09:57 EDT)

J. J. J.

Christina Barrow
Christina Barrow (May 10, 2023 11:24 EDT)

LETTER OF UNDERSTANDING

Between:

The John Howard Society of Durham

And

**Canadian Union of Public Employees
and its Local 2936.13**

Re: On Point Position

The John Howard Society of Durham has an agreement with the Region of Durham to have the On Point employee position, as part of an initiative to reduce and prevent homelessness. Further to this agreement, John Howard Society of Durham receives funds from the Region's Homelessness Prevention Program (HPP).

In accordance with the terms and conditions attached to receiving HPP funding, employees hired in regard to the On Point position must have lived experiences of homelessness, substance abuse, and/or mental health issues.

Further to Article 15.03(a), in awarding a posted On Point position, the Employer may give consideration to if the applicant has any lived experiences of homelessness, substance abuse, and/or mental health issues.

Notwithstanding the above, when the Employer is required to provide a funder further information pursuant to the funding agreement, the Employee shall be entitled to receive an explanation as to the basis for the request and shall also receive the documentation providing confirmation of the same. Where the require provides an explanation and provides documentation validating the need, such request shall not be arbitrarily denied. Any disputes relating to the requirement to provide shall result in a meeting with the Employer, Employee, and a Union representative.

Signed this 9th day of May, 2023.

For the Union

Michelle Neill
Michelle Neill (May 9, 2023 18:02 EDT)

Margaret Down
Margaret Down (May 9, 2023 18:06 EDT)

Seyhan Kogukoglu
Seyhan Kogukoglu (May 9, 2023 18:21 EDT)

Michael Billrose

For the Employer

Dianna Eastwood
Dianna Eastwood (May 10, 2023 09:57 EDT)

J. J. Jones

Christina Barrow
Christina Barrow (May 10, 2023 11:24 EDT)

Letter of Understanding

BETWEEN:

John Howard Society Durham
(The Employer)

And

Canadian Union of Public Employees Local 2936.13
(The Union)

The parties agree that a current Part Time Employee is receiving a paid vacation accrual shall continue to receive them for the duration of their employment term unless they change employment classes, such as relief/casual.

The following employee shall continue to be entitled to receive paid vacation entitlement for the duration of their permanent part time employment term:

Dane Jeffrey

Dated at Oshawa this __6th__ day of June 2023

FOR THE EMPLOYER

FOR THE UNION

Dianna Eastwood

Dianna Eastwood, Executive Director

Michelle Neill

Michelle Neill, Unit Chair

Letter of Understanding

BETWEEN:

John Howard Society Durham
(The Employer)

And

Canadian Union of Public Employees Local 2936.13
(The Union)

The parties agree that any current Temporary Employees receiving benefits, vacation and/or sick days shall continue to receive them for the duration of their temporary (fixed-term) contract. Typically, these benefits were not provided to Temporary Employees, but in some rare occasions, without prejudice or precedent, the Employer agreed to allow them.

The following employees shall continue to be entitled to receive the benefit, sick time and vacation entitlements extended to them for the duration of their temporary (fixed-term) contract:

Susan Goebers

Monique Mara

Samantha Mendoza-Asensio

Elise Rusonik

Dated at Oshawa this 2 day of May 2023

FOR THE EMPLOYER

FOR THE UNION

