

# **COLLECTIVE AGREEMENT**

- between -

## **SENIOR PEOPLES' RESOURCES IN NORTH TORONTO, INC. (SPRINT)**

(hereinafter referred to as "the Employer")

- and -

## **CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 7797**

**(Formerly Local 4308)**

(hereinafter referred to as "the Union")

**EXPIRY DATE  
MARCH 31, 2023**

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## **ARTICLE 1 - PREAMBLE**

- 1.01** It is the purpose of this Agreement to promote and maintain mutual understanding and co-operation and to establish an orderly, harmonious collective bargaining relationship between the Employer and its Employees, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer in its capacity as a non-profit organization which relies, to achieve this end, on the contribution of its Employees and volunteers and the financial support of the public.
- 1.02** Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Employer recognizes the Canadian Union of Public Employees, Local 7797 as the bargaining agent of all Employees of Senior People's Resources in North Toronto, in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor and secretary to the CEO.
- 2.02** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or the Employer's representative, which may conflict with the terms of this Agreement.
- 2.03** The Employer agrees that the use of volunteers or other non-bargaining unit persons shall not result in the layoff, termination, demotion, or in the reduction of the regular hours of work of bargaining unit Employees.
- 2.04** No bargaining unit Employee shall suffer a reduction in their regular hours of work, be laid off or terminated as a result of the Employer contracting out any of its work or services.
- 2.05** **Full-Time Employees**  
**Full-Time Salaried Employees** are defined as those Employees who are regularly schedule to work thirty-five (35) hours per week and are paid by salary in accordance with Schedule A.
- Full-Time Hourly Employees** are defined as those Employees who are regularly scheduled to work forty (40) hours or more and are paid hourly in accordance with Schedule A.

**2.06 Part-Time Employees**

**Part-Time Salaried Employees** are defined as those Employees who are regularly scheduled to work less than thirty-five (35) hours per week and are paid by salary, on a pro-rated basis, in accordance with Schedule A.

**Part-Time Hourly Employees** are defined as those Employees who are regularly scheduled to work less than forty (40) hours per week and are paid hourly in accordance with Schedule A.

**2.07 Relief Employees** shall be defined as an Employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the Employee's availability. Such Employees will be used to replace existing Employees who are authorized leaves or as temporary supplements to the Employee group where special activities are planned. The period of employment of these persons shall not exceed the absent Employee's leave or the conclusion of the special leave.

**2.08 IHS PSW Employees** are defined as those Employees working in the In Home Services Unit who work on an as-needed basis and have a schedule that is based on client and operational needs, and Employee availability. IHS PSW Employees may be regularly scheduled based on their client assignment.

**2.09 Contract Employees** may be hired for a specific term not to exceed twelve (12) months, to replace an Employee who will be on approved leave of absence, absence due to W.S.I.B. disability, sick leave, long-term disability, or to perform a special non-recurring task. The period of employment of such persons shall not exceed the absentee's leave or the conclusion of the non-recurring task. The Employer will inform the Union of the circumstances giving rise to the vacancy and the special conditions relating to such employment.

Where a contract vacancy is expected to last more than three (3) months, it will be posted in accordance with Article 10. Successful internal applicants will continue to accumulate seniority and service during the term of the contract assignment and will be returned to their former position at their appropriate rate of pay at its conclusion. An external applicant in a contract vacancy will not be considered an internal candidate for the purpose of job postings.

Contract Employees hired from outside the bargaining unit will not accrue seniority, will not be eligible for benefits under Article 20 or the MSPP Pension, and their vacation pay and holidays will be in accordance with the *Employment Standards Act*. However, such Employees may apply for permanent positions during the term of their contract and up to four (4) months after the expiry of their contract. On gaining permanent

employment, their accrued seniority as a contract Employee will apply, so long as there has been no break in service longer than four (4) months.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** It is recognized and agreed by both parties that the Employer is a private organization dependent upon public and private funding. Nothing in this Agreement shall be intended or interpreted as limiting the ability of the Employer to respond to the needs of the community or the requirements of obtaining or continuing to obtain funding from various sources. The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the 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 or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, classify, transfer, assign, layoff, recall, promote, demote, increase or decrease work assignments and determine standards of performance and work assignments;
- c) Discharge, suspend, or otherwise discipline Employees provided that a claim by an Employee who has successfully completed her probationary period that she has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- d) Make, enforce and alter from time to time reasonable rules and regulations governing the conduct of the Employees and to be observed by the Employee which are not inconsistent with the provisions of this agreement;
- e) Generally to manage the services in which the Employer is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of Employees required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and
- f) Take all steps as may be deemed necessary by the Employer to carry out the Employer's mandate to provide quality services to the community and to obtain funding to provide such services.

**3.02** The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

- 3.03** The Employer's failure to invoke discipline in one instance shall not affect its right to invoke discipline (or a different discipline) for another or later infraction.
- 3.04** The Employer agrees to abide by all of the terms and conditions of the *Ontario Human Rights Code*.
- 3.05** New or changed written policies that are given to the Employees will also be forwarded to the Union in advance.

#### **ARTICLE 4 - UNION SECURITY**

- 4.01**
- a) The Employer shall deduct, from the bi-weekly pay of each Employee the Union dues as prescribed in writing by the Union. Unless otherwise directed by the Union, in writing, with a copy to the National Secretary-Treasurer, the total sum so deducted will be forwarded to the National Secretary Treasurer on or before the 15th day of the month following. The cheque shall be accompanied by a list of names, sex, and total earnings for the month for each Employee and classifications from the Employees whose wages the deductions have been made, with a copy to the Local Secretary-Treasurer.
  - b) The Employer will at the time of making each remittance also supply the Union with a current and updated statement showing names, addresses, phone numbers, and classifications of Employees. The statement will also indicate hirings, transfers, promotions, lay-offs, leaves of absences, recalls, resignations, retirements, deaths and terminations of employment. The Employer shall forward the statement to the Union electronically.
- 4.02** The Vice President of the Union will be notified of all orientation meetings for new Employees and may attend and be introduced to the new Employees during the orientation meeting which will include thirty (30) minutes' paid time for the Steward and new Employees to meet. In the event that an orientation meeting is not scheduled in a calendar month, the Employee's immediate supervisor will introduce the new Employee to her/his Union steward. Such introduction will take place within the first month of the Employee's start date.
- 4.03** The amount paid in Union dues will be identified on each Employee's T4 for income tax purposes.
- 4.04** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of or by reason of, deductions made or payments made in accordance with this Article.

- 4.05** Where appropriate space and staffing is available, at 140 Merton Street, and permission is given by the CEO (or designate), the Union may hold meetings with SPRINT bargaining unit Employees. The union may have the right to place Union notices pertaining to matters related to Employees covered by the Collective Agreement in Employees' mails slots with review and prior permission from the CEO (or designate). Such requests will not be unreasonably denied. The Employer will read messages announcing general membership meetings into the voicemail system on request.

## **ARTICLE 5 - UNION REPRESENTATION**

- 5.01** All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the CEO (and designate) of the Employer and the President and Vice President of the Union, with copies sent to the National Union Representative. The parties agree to keep each other advised of the current mailing address applicable.

Grievance responses will be directed to the applicable steward or Union designate.

- 5.02** No person shall engage in any Union activity on Agency time, which does not include either paid or unpaid breaks, within the operating areas of the Employer, except as expressly provided in this Agreement or as otherwise agreed by the CEO.

- 5.03** a) It is understood that stewards will not absent themselves from their work unreasonably in order to deal with grievances. In accordance with this understanding, a steward or an individual grievor will not suffer a loss of pay for scheduled hours for a reasonable time period in dealing with the investigation and processing of an individual grievance through the grievance procedure. Permission to leave work during working hours for such purposes shall first be obtained from the supervisor(s) by the steward and/or the grievor. Such permission shall not be unreasonably withheld.

- b) Union representatives on joint committees will not lose pay for scheduled hours they otherwise would have worked during the meeting periods.

Members of the Union negotiating committee will not lose pay for scheduled hours they otherwise would have worked for the first four (4) negotiating meetings.

- 5.04** The Union shall notify the Employer in writing of the names of the Stewards and Officers, and the Union will inform the Employer of any changes in the list of Stewards and Officers.

- 5.05** The Union shall elect or appoint not more than seven (7) Stewards, one (1) of whom it shall designate as Chief Steward. It is understood and agreed the President and/or Vice President of the Union may act in the capacity of a steward regarding grievances and discipline and in such cases prior notice will be provided to the CEO. Only one (1) Employee acting in the capacity of the Steward can attend such meeting and be paid by the Employer. Where other Employees also attend as Union Representatives the Employer will invoice payment for their attendance to the Union.
- 5.06** The Employer agrees to recognize a Union Grievance Committee comprised of one (1) of the three (3) Stewards and the President of the Union, and the names of these individuals shall be supplied by the Union to the Employer.
- 5.07** A Union Negotiating Committee will be elected or appointed consisting of not more than four (4) Bargaining Unit Members and the President of the Union. The Union will advise the Employer of the names of the Bargaining Committee members. Where the President of the Union is not an Employee of this bargaining unit, they will be considered part of the negotiating committee, but will not be subject to Article 5.03.
- 5.08** Outside representatives of the Union shall have reasonable access to the Employer's premises, where advance permission of the CEO or her representative has been obtained. Such advance permission shall not be unreasonably withheld.
- 5.09** The Union shall have the right to post Union notices pertaining to matters relating to Employees covered by the Collective Agreement on designated bulletin board spaces at each worksite, providing the message has been authorized by a Union official.

## **ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEE**

- 6.01** The Labour/Management Committee shall be a permanent joint committee in which the Union and the Employer shall each be represented with up to three (3) members. Each party shall keep the other informed of its members to the Committee. The Committee shall meet every second month or at the request of either party, by mutual agreement.
- 6.02** The purpose of the Committee will be to provide a forum where an exchange of information and ideas may take place on issues relating to the workplace as a whole. It is agreed that this will not include matters, which are the subject of grievances or arbitrations.
- 6.03** Chairing of meetings shall rotate between the Union and the Employer representatives. Having consulted with both parties, it is the responsibility of the

Chairperson to finalize and distribute to both parties the agenda for such meetings at least two (2) working days in advance of such meetings.

**6.04** The Labour-Management Committee will review cases, as they arise, where an Employee returning to work from injury or illness requires permanent or substantial temporary modification of her/his former duties. Where changes occur between meetings of the Labour Management Committee, a representative of the Union will be advised and a meeting will take place between the management representative and the Union representative at the request of either party.

**6.05** The Committee may make recommendations with respect to the cases reviewed and/or discussed. The Committee may also review the progress of Employees on modified work as required.

## **ARTICLE 7 - NO STRIKES, NO LOCKOUTS**

**7.01** In view of the orderly procedures established by this Agreement and the Labour Relations Act, the Union agrees that there will be no strikes, slowdowns, work stoppages, either complete or partial during the term of this Agreement. The Employer agrees that there will be no lockout by them during the term of this Agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01**
- a) It is the mutual desire of the parties that grievances be adjusted to the satisfaction of both parties as frequently as possible. In this regard, the Employee shall normally seek to settle the dispute informally with their immediate supervisor.
  - b) A grievance is any difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including whether the matter is arbitrable.
  - c) The Employer will not be required to consider any grievance which is not presented within ten (10) working days (Monday through Friday exclusive of Saturdays, Sundays and paid holidays) after the circumstances giving rise to the grievance have occurred or should reasonably have become known to the grievor.
  - d) Where management has not responded to a step within the time limits specified or to the extensions agreed to in writing, the Union may move the grievance to the next step. If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 9 within fifteen (15) working days

after the decision is received under Step 2. If no written request is made under this section, the grievance shall be deemed to have been settled and abandoned.

- e) The Union and the Employer shall have the right to initiate a policy grievance (where a dispute involving a question of general application or interpretation occurs) at Step 2 of the grievance procedure, and all provisions of the grievance and arbitration procedures shall apply to such grievances. However, it is expressly understood that the provisions of this section may not be used by the Union to institute any individual grievance directly affecting an Employee which such Employee could herself institute and the regular grievance procedure shall not thereby be bypassed.
- f) Where a number of Employees have the same grievance, they may present a group grievance and such written grievance shall be initiated under Step 1 of the grievance procedure. It is understood that the provisions of the grievance and arbitration procedures shall apply to such grievance.
- g) The time allowances provided in this Article may be extended by mutual agreement between the parties in writing. In determining the time within which any action is to be taken or completed under the terms of the Agreement, such limits shall be exclusive of Saturdays, Sundays, and paid holidays.
- h) A claim by an Employee that he/she has been discharged or suspended without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step 2 of the grievance procedure within ten (10) working days after the Employee receives notice that she has ceased to work for the Employer or returns to work after a suspension as the case may be.
- i) Grievances concerning layoffs or recalls shall be initiated at Step 2 of the grievance procedure.

## **8.02 Grievance Procedure**

All grievances will be dealt with in the following manner:

### **Complaint:**

It is the mutual desire of the parties that grievances be adjusted to the satisfaction of both parties as frequently as possible. In this regard, the Employee shall normally seek to settle the dispute informally with their immediate supervisor. The supervisor will respond within five (5) working days. At this stage a steward will be present if requested by the Employee.

**Step 1:** The Union may submit a grievance in writing on behalf of an Employee to the Human Resources Director (or designate) within ten (10) working days after the circumstances giving rise to the

grievance have occurred, or the date the Employee should reasonably have become aware of the circumstances. Thereupon, a meeting will be arranged between the Manager/Supervisor (or designate) and the Union within five (5) working days of submission of the grievance to discuss the matter. The Manager/Supervisor (or designate) will respond to the Union in writing to the grievance within five (5) working days of this meeting.

**Step 2:** If necessary, the grievance will be submitted to the CEO (or designate) within a further five (5) working days of the written response from the Employee's Manager/Supervisor and a meeting shall be convened with the Union and the appropriate members of management within five (5) working days in a further attempt to resolve the grievance. The CEO (or designate) will respond to the Union in writing within ten (10) working days following the meeting.

**8.03** At each step of the grievance procedure, the grievor shall have the right to be present.

## **ARTICLE 9 – ARBITRATION**

**9.01** Where a grievance has not been resolved at Step 2 of the grievance procedure, it may be referred to arbitration, by either party within fifteen (15) working days of the receipt of the Step 2 response.

**9.02** The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

**9.03** The referral shall be in writing and shall contain the name of the party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter, advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration. The two nominees shall select a third nominee to act as an impartial Chairperson of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairperson within ten (10) working days of their appointment, then either party may request the office of the Ministry of Labour to appoint the third member and Chairperson of the Board of Arbitration.

**9.04** Each of the parties will bear its own expenses with respect to any arbitration proceedings. The parties will bear an equal share of the expenses of the Chairperson.

**9.05** The decision of the majority of the Board of Arbitration shall be final and binding on both parties.

- 9.06** The Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify or amend any part of this Agreement, or deal with any matter not covered by this Agreement.
- 9.07** Notwithstanding the above, either party may refer a grievance to the expedited arbitration process in accordance with the *Ontario Labour Relations Act*.
- 9.08** Once a grievance has been processed to arbitration, both parties within forty (40) working days may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union. Time spent in attendance at mediation during an Employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without prejudice or precedent.

## **ARTICLE 10 - JOB POSTING**

- 10.01** All job vacancies, which the Employer has decided to fill, shall be posted on the bulletin board at each worksite for a period of ten (10) working days prior to filling the job vacancy. Employees desiring consideration may submit an application during the period of the posting. The posting will include the title of the position; the location; qualifications, knowledge and education, and skills required; shift; hours of work and wage range. A copy of the posting will be sent to the Union at the time of posting.
- 10.02** The Employer shall first consider bargaining unit Employees with seniority for whom a successful bid would result in a promotion or transfer. Where the relative qualifications, knowledge, education and skills of applicants are relatively equal, the applicant with the most seniority shall be awarded the position.
- 10.03**
- a) All new Employees shall receive a letter of confirmation which shall state clearly the specific details of employment, such as: starting date, job title, job description, job classification, salary rate or range, starting salary, Employee benefits and other conditions of employment such as the check-off of Union dues. Copies of letters of confirmation shall be given to the Union.
  - b) Employees who successfully bid into a job as per Article 10.01 shall receive written confirmation. Where an Employee is successful in a posting he/she will be notified in writing: the starting date, job title, classification, and starting wage rate. Copies of such letters will be forwarded to the Union.

- c) Employees who are unsuccessful in bidding for a job and are senior to the successful applicant will be informed of the reason(s) for their unsuccessful bid, he/she will be advised that they have the right to request a steward be present for such meeting. Such communication shall normally take place prior to the name of the successful applicant being posted.
- d) The name of the successful applicant to a job posting under this Article will be placed on the site bulletin boards.

**10.04** A successful applicant for a transfer or promotion will be placed on a trial period for a period of three (3) months. The applicant will become permanent in the position after the trial period unless she/he requests to return to her/his former position, or the Employer determines she/he is not suitable for the position, subject to the Employee's right to grieve. In such instances, the Employee shall be returned to her/his former position and salary without loss of seniority. Any other Employee promoted or transferred as a result will also be returned to her/his former position and salary without loss of seniority.

## **ARTICLE 11 - SENIORITY**

**11.01** Seniority shall be defined as the length of continuous service in the bargaining unit since the last date of hire, including service prior to certification.

**11.02** The Employer will post the seniority quarterly, outlining seniority for each Employee.

- 11.03**
- a) An Employee (except relief employees) shall be considered to be a probationary Employee until she has completed three (3) continuous months of work with the Employer. At the end of the three (3) month probationary period, the Employer may extend the probationary period for not more than two (2) additional months if the Employer deems it necessary.
  - b) Employees who are hired as relief employees will have a probationary period of six (6) months.
  - c) The Employer will provide a written assessment of performance to the probationary Employee after eight (8) weeks of employment. Such assessments will be discussed by the Employee and her/his Supervisor. Where an Employee completes their probationary period, they will receive confirmation of the fact, copied to the Union.
  - d) Upon completion of the probationary period, the Employer will confirm to the Employee, in writing, copied to the Union, the decision to:
    - i) Confirm the appointment as having completed the probation; or

- ii) Terminate the Employee in accordance with Article 13 of this agreement.

**11.04** Seniority shall be completely lost if an Employee:

- a) Quits or is retired, or;
- b) Is discharged and the discharge is for just cause; or;
- c) Is laid off work for a period of time equal to or greater than the Employee's accumulated seniority since the last date of hire to a maximum of fifteen (15) months; or;
- d) Is recalled to work and fails to report within four (4) working days from receipt of notice to return to work (by registered mail) has been issued to their last known address, (it is the Employee's responsibility to ensure that her/his home address and telephone number are current at all times) or;
- e) Is absent without authorization for a period of three (3) working days.

**11.05** The Employer agrees that it will not transfer an Employee to a position outside of the bargaining unit without the Employee's consent. It is understood that Employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such Employee shall have the right to return to her/his position in the bargaining unit for up to six (6) months from the date of the transfer and their seniority will be reinstated, provided there has been no break in service with the Employer.

## **ARTICLE 12 - LAYOFF AND RECALL**

**12.01** In the event of a proposed layoff, including a reduction in the regular hours of work by forty percent (40%) or more, or the elimination of a position within the bargaining unit, that results in a reduction of staff, the Employer will provide at least thirty (30) calendar days, or more where possible, advance notice to the Union. Following such notice, the Employer will meet with the Union within ten (10) calendar days to discuss the circumstances which led to the decision, the Employees likely affected by the layoff and any suggestions the Union might have to avoid the layoff.

It is agreed that situations may occur where the thirty (30) days' notice cannot be given. Where this is the case, the Employer will inform the Union as soon as the information becomes available to it.

**12.02** In the event of a layoff, Employees shall be laid off within their classification in the reverse order of their seniority within their classification. Employees shall be recalled to available openings in order of seniority providing she/he is able to meet the normal requirements of the job.

**12.03** The Employer agrees to provide to any bargaining unit Employee who is to be laid off notice of layoff or payment in lieu of such notice in accordance with its obligations under the Ontario *Employment Standards Act*. Unless legislation is more favourable to the Employees, the Employer will endeavour to provide at least four (4) weeks' notice of lay-off to any bargaining unit Employee who is to be laid off. The Employer will endeavour in all circumstances of layoff to provide additional written notice where possible.

**12.04** In the event of a layoff, the process will be as follows:

a) In Home Services will remove hours assigned to junior Employees, beginning with the most junior PSW. Such hours will be offered to senior Employees beginning with the most senior PSW until their availability hours (in the week the notice is given) are full. This may result in one or more Employees having no In Home Services hours.

b) Employees who have been given notice of layoff, have the following options:

Full-Time Employees may elect to:

- Bump a full-time or part-time Employee less junior to them, provided they are qualified and can perform the normal requirements of the job; or accept the layoff and maintain recall rights; or
- Accept the layoff and receive severance in accordance with the *Ontario Employment Standards Act*, terminating employment.

Part-Time Employees may elect to:

- Bump a part-time Employee less junior to them, provided they are qualified and can perform the normal requirements of the job; or
- Accept the layoff and maintain recall rights; or
- Accept the layoff and receive severance in accordance with the *Ontario Employment Standards Act*, terminating employment.

c) Employees who, as a result of the above processes have no hours in the relevant classification may then choose to bump more junior Employees in other classifications provided they are qualified and can perform the normal requirements of the job.

d) Employees on the relief list will not be affected by a layoff except that part-time Employees who are either employed or on layoff will be canvassed first for relief work.

Notwithstanding the above, contract vacancies which are expected to exceed thirty (30) or more working days will be offered to Employees on layoff who have declared an interest to work and who have supplied to the Employer in writing their availability.

It is agreed and understood that such contract vacancies shall be allocated on the basis of seniority provided he/she is qualified and able to meet the normal requirements of the job.

An Employee offered such contract vacancy shall not be required to accept such contract vacancy and will retain her/his recall rights.

Employees who accept such contract vacancies will continue to retain their recall rights.

- e) Employees shall be recalled during the prescribed time period in Article 11.04 c) to available openings in order of seniority, provided that she/he is qualified and able to meet the normal requirements of the job. The posting procedure shall not apply until persons on recall who are qualified and can meet the normal requirements of the job have been contacted and assessed for the opening. For the purposes of recall, a part-time Employee is not entitled to recall to a full-time vacancy.
- f) Paragraph two (2) of the Letter of Understanding Re: Ewart Angus is not applicable to the above process.

**12.05** In the event an individual is unable to report to work as directed because of illness, and provides satisfactory medical evidence of such illness, the affected person will not lose his/her recall rights.

**12.06** Employees shall continue to accumulate seniority while on layoff, subject to Article 11.04 c) & d).

**12.07** No full-time Employee shall be laid off solely by reason of her/his duties being assigned to part-time Employees.

**12.08** Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

**12.09** Upon return from layoff, the Employer will immediately reinstate group benefit plans without a waiting period, if the carrier permits.

**12.10** Persons on layoff will be considered to have status only by reasons of their right to recall under Article 12, their rights under Article 11 with respect to seniority, and their rights under the grievance and arbitration procedure with respect to the layoff process.

**12.11** Employees who have been notified of layoff will confirm their choices to the Employer within five (5) working days from receipt of notice. Where an Employee does not confirm their choice in accordance with this Article they will be deemed to have accepted the layoff.

**12.12** Employees may work while on layoff during the recall period. Where they elect to do so and work is available and assigned, it is the Employees' sole responsibility to report such work and earnings to Employment Insurance, if they are receiving benefits.

At the conclusion of the recall period, Employees who worked and have not been recalled will be required to decide whether to:

- a) Accept the position they are working on a go forward basis, thereby not terminating their employment. They will lose recall rights but will have seniority protection. Their employment status will change, if applicable (e.g., part-time to relief if working relief).
- b) Choose to terminate their employment at the conclusion of the recall period and be entitled to severance in accordance with this Article.

## **ARTICLE 13 - DISCHARGE AND DISCIPLINE**

**13.01** Prior to the imposition of any disciplinary action, including suspension or discharge, an Employee shall be given the reason(s) in writing, copied to the Union, at a meeting convened for such purpose. An Employee will have the right to have a steward present at the meeting and will be so advised by the Employer in advance of the meeting.

Where an Employee is a danger to himself/herself or others, the Employer will provide the reason(s) for any disciplinary action, including suspension or discharge, in writing within one (1) day of such action being taken, copied to the Union.

Where an Employee has been suspended with pay, pending investigation, the Union will be immediately informed of such action. Upon completion of the investigation and prior to the imposition of any resulting disciplinary action, the Employee shall be given the reason(s) in writing, copied to the Union, at a meeting convened for such purpose. The Employee will have the right to have a steward present at the meeting and will be so advised by the Employer in advance of the meeting.

**13.02** Any disciplinary notation(s) on file will be removed from an Employee's file twelve (12) months after the date of such discipline unless further discipline has occurred during that period.

**13.03** Employees may have access to their files during regular working hours in the presence of the Employer upon giving twenty-four (24) hours' notice. An Employee shall have the right to make copies of any material contained in her/his Employee file.

**13.04** No evidence from the Employee's file, of which the Employee had not been made aware, may be introduced as evidence in any hearing.

## **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

**14.01** The following is intended to define the hours of work, but shall not be interpreted as a guarantee of work per day or per week, or days of work per week.

**14.02** The normal workweek for full-time salaried Employees shall be thirty-five (35) hours. The normal work week for full-time hourly Employees shall be forty (40) hours per week.

Part-time salaried Employees may be regularly scheduled to work less than thirty-five (35) hours per week. Part-time hourly Employees may be regularly scheduled to work less than forty (40) hours per week.

For greater clarity, the normal workweek for full-time Supportive Housing Workers, ADP Program Workers, Transportation and ADP Drivers shall be forty (40) hours.

- 14.03**
- a) The hours of work of Personal Support Workers are determined by the Employer's needs and the Employee's availability. Available hours will be allocated on the basis of seniority and the Employee's stated availability.
  - b) Personal Support Workers will provide the Employer with their availability in writing on an Agency provided form and will be required to accept reasonable assignments within their stated availability. Any changes to an Employee's availability must be in writing with two (2) weeks' notice.

**14.04** Except in emergencies (for example: where it would compromise client care and safety), an Employee will be allowed a fifteen (15) minute paid rest period for every four (4) hours worked. An Employee shall be provided with a minimum one-half (1/2) hour unpaid eating period at such interval as will result in an Employee working no longer than five (5) consecutive hours without an eating period.

**14.05** Scheduled days off for full-time Employees whose normal work week is defined in Article 14.02 shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.

**14.06** Where the Employer creates a new position whose hours of work require daily work periods that are separated by more than one (1) hour, the Employer will provide the Union with an outline of the schedule and will meet with the Union to discuss any suggestions the Union may have for alternate scheduling arrangements.

**14.07** Full-time salaried Employees who work authorized hours in excess of the their normal workweek as defined in Article 14.02, but less than forty-four (44) hours in a week, shall be compensated by granting equivalent compensatory time off at straight time, to be taken at a mutually agreed time within eight (8) weeks of the overtime occurrence. If no agreement can be reached, the Employer will schedule the compensatory time off.

**14.08** Employees who work more than forty-four (44) hours in a week shall be compensated at time and one half of the Employee's regular straight time hourly rate for each authorized hour worked in excess of forty-four (44) hours in a week.

**14.09** **Stand-by**

Employees who are required to be on stand-by shall be compensated while on stand-by in accordance with the *Employment Standards Act*. In no case shall they receive less than fifteen dollars (\$15.45) for each twenty-four (24) hour period or less on standby.

This amount shall increase to \$15.15 at the commencement of the first year of the Collective Agreement (non-retroactive), \$15.30 in the second year of the Collective Agreement (non-retroactive), and \$15.45 in the third year of the Collective Agreement.

Standby pay shall, however, cease where an Employee is called into work and works during the period of standby. In such cases, the Employee shall be paid at their appropriate rate of pay for such hours worked.

**14.10** **Staff Training**

Employees who attend staff training will be paid for time attending such meeting at their regular rate.

It is understood that Employees who are not scheduled to work and attend staff training will be provided with a minimum of two (2) hours pay at their regular rate.

**14.11** a) Where a Personal Support Worker's assignment is cancelled with less than forty-eight (48) hours' notice, the Employee shall be paid in accordance with the *Employment Standards Act*, where applicable.

In no case shall a PSW whose assignment is cancelled with less than twelve (12) hours' notice receive less than:

- i. Pay for up to a maximum of up to two (2) hours lost wages in the case of home care; OR,

- ii. Payment of \$20.60 in the case of non-home care assignments. This amount shall increase to \$20.20 at the commencement of the first year of the Collective Agreement (non-retroactive), \$20.40 in the second year of the Collective Agreement (non-retroactive), and \$20.60 in the third year of the Collective Agreement.

b) **Less Work Than Scheduled**

For Employees who are scheduled to work three (3) hours or more per day, who report for scheduled work and are required to do less than three (3) hours of work, the Employer will pay in accordance with the *Employment Standards Act*, where applicable.

- c) The Employer may reschedule or reassign an Employee to other work, where able to do so, during the scheduled work day and in accordance with this Article. Where an Employee is rescheduled or reassigned they will be paid for actual hours worked, subject to the minimums above in (a) and (b).

**14.12** Supportive Housing Workers may exchange shifts from time to time within their unit and with the approval of their supervisor. Employees who wish to exchange will initiate a request using the form provided for such purpose.

**14.13 Time Off Between Shifts**

Employee's regular shifts will provide for eleven (11) hours off between the end of one (1) shift and the commencement of the next shift.

**ARTICLE 15 - HOLIDAYS**

**15.01** Full-time Employees shall be entitled to a full day of holiday pay for the following paid holidays, subject to the provisions set out below. Other Employees shall also be entitled to the following paid holidays, with pay calculated as per the *Employment Standards Act*.

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

**15.02** In addition, full-time salaried Employees shall be entitled to two (2) floater days (1 day on January 1<sup>st</sup> of each year and 1 day on July 1<sup>st</sup> of each year) with pay to be taken at a time mutually agreed between the Employee and the Employer. Employee requests will not be unreasonably denied. Floater

days shall not accumulate from year to year. Employees hired after June 30<sup>th</sup> will receive only one (1) float day in the balance of the calendar year.

- 15.03** In order to qualify for holiday pay, an Employee must have worked the last scheduled shift prior to, and the next scheduled shift after such holiday. An Employee, who is scheduled to work on a holiday and does not work, shall receive no pay unless the Employee is on authorized leave.
- 15.04** Holidays falling on a Saturday or Sunday will be recognized on the nearest Monday unless otherwise agreed.
- 15.05** When any holidays are observed during an Employee's scheduled vacation period, he/she shall receive the paid holiday as per Article 15.01 above, and will receive an additional paid vacation day off at a mutually convenient time.
- 15.06** The parties agree that work on a paid holiday is voluntary. However, if insufficient volunteers are available, overtime will be assigned to qualified staff on an inverse seniority basis.
- 15.07** When an Employee works on a paid holiday, the Employee shall be paid at the rate of time and one half (1½) for all hours worked, including any portion of their regular shift that overlaps with the paid holiday. For clarity, Employees who work on paid holidays are also entitled to Holiday Pay as per Article 15.01.
- 15.08** Where an Employee terminates her/his employment for any reason prior to July 1<sup>st</sup> and has used both of her/his float days, payment for the second (2<sup>nd</sup>) day will be deducted from the Employee's pay.

## **ARTICLE 16 - VACATIONS**

- 16.01** Permanent full-time salaried and full-time Supportive Housing Worker Employees (as defined in Article 14.02), full-time Transportation Drivers and full-time ADP Drivers will be entitled to vacations with pay in accordance with the following schedule:
- i) For up to one (1) year of service, 1.25 days of vacation for each month of employment;
  - ii) After one (1) year of service, three (3) weeks of vacation;
  - iii) After three (3) years of services, four (4) weeks of vacation;
  - iv) After fifteen (15) years of service, five (5) weeks of vacation.

**16.02** For the purpose of this Article, the vacation year shall be the Employee's anniversary year and seniority shall be the determining factor for the purpose of scheduling.

**16.03** Employees may take their vacation in a consecutive and unbroken manner up to their annual vacation entitlement. An Employee may carry forward two (2) weeks of vacation to a subsequent year.

**16.04** Vacation requests for the summer period (June 15<sup>th</sup> to September 15<sup>th</sup>) will be submitted on or before March 31<sup>st</sup> and approved by April 15<sup>th</sup>. Vacation requests for the Christmas period (December 15<sup>th</sup> to January 15<sup>th</sup>) will be submitted on or before October 15<sup>th</sup> and approved by October 30<sup>th</sup>. Requests will be granted based on seniority, provided the Employer can permit the vacation at the times requested. Requests will not be unreasonably denied.

Other vacation requests, including requests for the summer and Christmas periods above which are submitted late, will normally be made at least two (2) weeks in advance of the vacation being requested and will be granted, providing the Employer can permit the vacation, on a first come first served basis. Such requests will not be unreasonably denied.

**16.05** All other Employees who do not accrue vacation, including Personal Support Workers (PSWs) will be paid vacation pay on a bi-weekly basis in accordance with the following schedule:

- i) For up to three (3) years of service, six per cent (6%) of earnings;
- ii) After three (3) years of service, eight per cent (8%) of earnings;
- iii) After fifteen (15) years of service, ten per cent (10%) of earnings.

**16.06** Where an Employee is hospitalized or is incapacitated because of illness or accident while on scheduled vacation, she/he will be considered to be on sick leave during the period of illness or injury. Any vacation time lost shall be rescheduled upon the return of the Employee from sick leave. The Employer may require a medical certificate confirming the Employee's illness, including the dates of incapacitation, in accordance with Article 17.03.

**16.07** Should employment terminate for any reason, the terminated Employee shall be granted vacation pay in accordance with the above provision or in the case where any unearned vacation days are taken in advance they will be deducted from the final pay cheque issued upon termination.

## **ARTICLE 17 – SICK LEAVE**

**17.01** Sick leave is defined, as the period of time an Employee is absent from work by virtue of being ill or disabled, because of an accident, for attending medical appointments, or caring for the Employee's dependent child, spouse, or other dependent family member living with the Employee. Sick leave is with full pay and benefits provided the Employee has accrued sick leave credits. Employees may use a maximum of five (5) paid sick days from their accrued sick leave credits for the attending medical appointments and family care provisions of this Article.

**17.02** a) Permanent full-time salaried Employees and full-time contract Employees will accumulate sick leave credits at the rate of one and one-half (1½) working days per month. Salaried part-time Employees and part-time contract Employees will accumulate sick leave credits on a pro-rata basis, based on a thirty-five (35) hour week. Employees may accumulate sick leave credits from year to year, with a maximum of ninety (90) days available to cover any given illness. Employees will not be compensated for accumulated sick leave credits upon termination of employment or retirement.

b) Supportive Housing Workers, Personal Support Workers, Transportation Drivers and ADP Drivers will accumulate sick leave credits as follows:

- If staff work 44 hours or more in a bi-weekly pay period, they will accumulate sick leave credits at the rate of 1.5 hours per bi-weekly pay period.
- If staff work 35 hours or more but less than 44 hours in a bi-weekly pay period, they will accumulate sick leave credits at the rate of 1.0 hours per bi-weekly pay period.
- If staff work 21 hours or more but less than 35 hours in a bi-weekly pay period, they will accumulate sick leave credits at the rate of 0.5 hours per bi-weekly pay period.
- If staff work 11 hours or more but less than 21 hours in a bi-weekly pay period, they will accumulate sick leave credits at the rate of 0.25 hours per bi-weekly pay period.

Sick leave shall be cumulative to a maximum of eighty (80) hours. Employees will not be compensated for accumulated sick leave credits upon termination of employment or retirement.

**17.03** After an absence of more than three (3) working days or more than three (3) separate absences over a three (3) month period, the Employer may request and an Employee shall provide a medical certificate from a duly qualified medical practitioner verifying their sick leave is in accordance with Article

17.01. The Employer shall reimburse the Employee for the above-required medical certificate upon presentation of a receipt.

**17.04** An Employee who has an illness in their family, as defined in Article 18.03 a), which requires the Employee to be absent, shall be entitled to use up to three (3) days of accumulated leave per calendar year for this purpose and the time used will be deducted from the Employee's sick leave bank.

**17.05** Sick leave will be paid up to the amount accrued in the same period as the absence occurs.

## **ARTICLE 18 – LEAVES OF ABSENCE**

**18.01** An Employee may apply in writing for a leave of absence without pay, normally at least ten (10) working days in advance of the date of requested leave. The reason for such leave shall not be for other employment or the pursuit of other employment. Such leave of absence may be granted at the discretion of the CEO, but shall not be unreasonably denied. The Employer shall reply to the request in writing and shall copy the Union. Such leaves will not normally be longer than twelve (12) months and seniority will continue to accrue during such leave. An Employee may not apply for another leave for a period of one year from their return date to the workplace. An Employee may elect to continue benefit coverage by paying the total premium costs. Employees who have not continued benefits during the period of the leave must resume their coverage on returning from their leave.

**18.02** The Employer shall follow the *Employment Standards Act* and any other relevant legislation with respect to pregnancy and parental leaves.

**18.03** a) Leave with pay shall be granted to Employees, upon request, for three (3) working days due to death of a member of the immediate family. For the purpose of this clause, immediate family member is defined as: spouse (including same sex partner), parent, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

b) Leave with pay shall be granted upon request for two (2) consecutive calendar days, providing these days include the day of the funeral, due to the death of a member of the extended family. For the purpose of the clause, extended family member shall include: aunt, uncle, niece, nephew or cousin.

**18.04** A salaried Employee, Supportive Housing Worker, and Personal Support Workers who regularly work at least twenty-four (24) hours a week called for

jury duty or summoned as a witness in any legal proceeding shall receive the difference between their regular pay and the jury fee received. The Employer will pay the Employee's regular pay while the Employee is on such leave and the Employee shall turn over all fees paid for jury or witness duty to the Employer. In order to be eligible for such leave, the Employee must notify and provide proof of the call to the Employer, including proof of having reported on the days claimed.

**18.05** An Employee may apply in writing to the Employer for a leave of absence for union business and it shall not be unreasonably denied. The granting of such leave will be subject to the following conditions:

- a) A written request from the Union must be made to the Employer at least two (2) weeks in advance; and
- b) No more than twenty four (24) days per Employee and sixty (60) days per calendar year in total for all Employees granted such leave shall be allowed; and
- c) The Employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to the employee who is granted the leave for hours that the Employee was scheduled to work on the day(s) of the leave. This will be done promptly. It is expressly understood that seniority will continue to accumulate during Union leave of absence.
- d) Notwithstanding the above provisions, when an Employee is elected or appointed to a full-time position within the Union, the necessary leave of absence may be granted, subject to operational demands, and up to a maximum of twenty-four (24) months. Permission to take such leave will not be unreasonably withheld. Seniority will continue to accumulate and Union dues will continue to be deducted during the leave of absence. Upon expiration of the term of the position, the Employee will be returned to their former position. If such position does not exist, the Employee will have access to the provisions of Article 12 – Layoff and Recall if they are a full-time or part-time employee.

**18.06** Leaves of Absence in *Employment Standards Act*

When an Employee qualifies for a leave of absence, without pay, provided for in the *Employment Standards Act*, the Employee may request to utilize accrued paid vacation, float and/or lieu time that may be available during such leave. Nothing in this provision affects the rights of any Employee related to the *Employment Standards Act*.

## **ARTICLE 19 – WAGES AND ALLOWANCES**

**19.01** The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each payday, each Employee shall be provided with an itemized statement of her/his wages and deductions.

**19.02** An Employee may, upon giving at least ten (10) working days' advance written notice, receive on the last work day preceding the commencement of her/his annual vacation, any pay cheques which may fall during the period of the Employee's vacation.

### **19.03 Transportation Expenses**

- a) An Employee who is required by the Employer to use her/his automobile in the course of performing her/his duties and responsibilities will be entitled to receive a travel allowance of fifty-four (\$0.56) cents per kilometre for the first five thousand (5000) kilometres and forty-eight cents (\$0.50) for every kilometre thereafter. In addition, the Employer will reimburse Employees, upon presentation of a parking receipt, for any and all parking expenses incurred, including parking at their normal place of work.
- b) The current practice of travel dots regarding public transit shall be continued.
- c) Personal Support Workers shall receive one half (½) hour paid travelling time between assignments during a shift.

### **19.04 Vaccines**

The Employer will reimburse any current Employee for the cost charged by a medical practitioner for a TB skin test, where the Employer requires the test to be administered. Results shall be shared with the Employer and the Employee will submit a receipt for reimbursement.

## **ARTICLE 20 – BENEFITS**

**20.01** For salaried full-time Employees who have three (3) months of service or more, the Employer will contribute the equivalent of six percent (6%) of an Employee's annual regular salary, payable on each bi-weekly pay, towards the premiums required of the current Benefit Package. If the Employer contribution is greater than the premiums required, the difference is added to the Employee's salary and is noted as a salary payment on the salary record stub, less the required statutory deductions. If the Employer contribution is less than the premium required, the difference will be deducted from the Employee's salary. Any adjustments, if required, will be made by no later than the final two pay periods of the calendar year.

**20.02** For other Employees who work on average thirty (30) hours or more per week and have more than three (3) months of service, the Employer will contribute the equivalent of six percent (6%) of an Employee's annual regular salary, payable on each bi-weekly pay, towards the premiums required for the Standard Single Coverage Benefit Package. If the Employer contribution is greater than the premiums required, the difference is added to the Employee's salary and is noted as a salary payment on the salary record stub, less the required statutory deductions. If the Employer contribution is less than the premium required, the difference will be deducted from the Employee's salary. Any adjustments, if required, will be made by no later than the final two pay periods of the calendar year.

These Employees may also request in writing to the Employer for additional deductions to be made from the Employee's salary for the cost of a Standard Family Coverage Benefit Package.

**20.03** **Eligibility**

Employees are eligible to enroll in the benefit plan if they have worked on average thirty (30) hours or more per week in the previous year (or cycle) and have completed probation.

It is understood that hours will be calculated June 1<sup>st</sup> to May 31<sup>st</sup> of each year. Employees will receive notice of enrolment, or ineligibility and removal from the plan as the case may be, in June of each year. Actual enrolment into or removal from the benefit plan will be effective from August 1<sup>st</sup> each year.

**20.04** For all other Employees not covered by the above article who have more than three (3) months of service, the Employer will pay six percent (6%) of earnings in lieu of a Benefit Plan. This payment is added to each pay cheque as applicable.

**20.05** The parties agree to refer the question of feasibility of providing improved benefits to all Employees to the Labour/Management Committee.

**20.06** Where the carrier permits and where the Employee can demonstrate alternative coverage under a benefit plan provided by their spouse (including same sex partner) is available to them, the Employee may opt out of the dental and extended health coverage portions of the SPRINT benefit plan. Where this occurs, the provisions of 20.01 above continue to apply at the level of six percent (6%) of the Employee's annual regular salary.

Employees in Articles 20.01 and 20.02 above are required to be enrolled in the group benefit plan upon eligibility unless they meet the opt-out criteria required by the Group Benefit Plan/Carrier.

**20.07** It is understood that the Employer may at any time substitute another carrier, other than OASSIS, for any plan, provided the benefits remain the same or better. Before making such a substitution, the Employer will notify the Union to explain the proposed change. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein. The Employer will advise Employees of any such amendments to the group benefits brochure.

## **ARTICLE 21- HEALTH AND SAFETY**

**21.01** The Employer and the Union agree that they mutually desire to maintain high standards of health and safety in the operation in order to prevent injury and illness. The Employer, the Union and the Employees agree that the *Occupational Health and Safety Act* is binding on them and any allegation of breach will be processed in accordance with the Act.

**21.02** The Employer and the Union recognize that the Employer is a multi-site workplace and as such is required to be in compliance with the *Occupational Health and Safety Act (OHSA)*. The Employer and the Union shall establish and maintain the following Joint Health and Safety Committees and Worker Representatives as required under the OHSA:

140 Merton: JHSC with 2 Management and 2 Union appointees

Ewart Angus: JHSC with 1 Management and 1 Union appointee

Moore Place & Montgomery:  
1 worker representative appointed by the Union

Adult Day Program: 1 worker representative appointed by the Union

George Barker & Janet McGee:  
1 worker representative appointed by the Union

Pine Villa: JHSC with 1 Management and 1 Union appointee

The JHSCs will meet as required, but not less than every three (3) months and will make such recommendations with respect to health and safety as it sees fit.

**21.03** Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

**21.04 Violence Prevention**

- a) On an annual basis, the Health and Safety Representatives, or JHSC where one is in place, will review and make recommendations on Violence Prevention policies and procedures. Policies and procedures to include: reporting process, investigation and emergency procedures, responsibilities for violence prevention, and notification and documentation procedures.
- b) Information on violent incidents resulting in harm or injury will be shared in accordance with the *Occupational Health and Safety Act (OHSA)*.
- c) The Employer and the Union affirm that every Employee should be provided with a workplace free from violence and harassment.
- d) Complaints of harassment will be dealt with through a health and safety complaint. It is understood that an Employee may file a grievance following completion of the health and safety complaint process.

**21.05** There shall be one Union representative at each location with a JHSC who will be a certified worker as defined under the *Occupational Health and Safety Act*, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the *Occupational Health and Safety Act* and /or the Collective Agreement, they shall be paid at the applicable rate.

**21.06** The Employer agrees to continue its current practice with respect to protective equipment and clothing.

**21.07 Workplace Safety and Insurance Board (WSIB)**

The Employer will ensure coverage of all Employees under the *Workplace Safety Insurance Act*.

## **ARTICLE 22– RESTRUCTURING**

**22.01** a) Where it is reasonably able to do so, the Employer shall provide the Union with at least sixty (60) calendar days written notice of any technological and/or organizational change, including merger or amalgamation discussions and including the introduction of a registry requirement for Personal Support Workers. Such notice will include the nature of the proposed change, the anticipated date of change, and the

anticipated effect that such change will have on bargaining unit Employees and the number of Employees likely affected.

- b) Where it is reasonably able to do so, the Employer shall provide the Union with thirty (30) days' written notice of any significant schedule changes for Employees who are not required to provide their availability. Such notice shall include the nature of the proposed change and the anticipated date of the change.

**22.02** At least thirty (30) days prior to implementation of any restructuring plan the Employer and the Union will meet to discuss any concerns or recommendations that the Union offers.

## **ARTICLE 23 – HUMAN RIGHTS**

**23.01** Every Employee shall have the right to freedom from discrimination and/or harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability, as it is defined in the Human Rights Code. Every Employee has the right to equal treatment with respect to membership in the Union. Every Employee shall have the right to freedom from harassment in the workplace because of sex.

**23.02** Complaints of harassment or discrimination under the Human Rights Code shall be dealt with in accordance with the grievance procedure. Where the alleged harasser is the Employee's supervisor, the grievance may be filed at Step 2.

**23.03** The Employer, where possible, will provide access to a Quiet Room and/or space at worksites for bargaining unit members to access to undertake their religious observance where it is required by the Human Rights Code.

## **ARTICLE 24 - JOB CLASSIFICATION**

**24.01** When a new classification is created or the job content of an existing classification is substantially changed, the Employer will notify the Union of the newly created classification or the changes in the existing classification at least thirty (30) days prior to implementation, where reasonably able to do so, in order to receive input on it from the Union and the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to arbitration for determination.

## **ARTICLE 25 – COPIES OF AGREEMENT**

**25.01** The Union and the Employer desire the bargaining unit Employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to equally share the costs of printing sufficient copies of the Agreement, in a Union shop, within eight (8) weeks of signing of this Agreement.

## **ARTICLE 26 - WORKLOAD**

**26.01** Where an Employee and his/her supervisor have addressed a workload issue and it has not been resolved, the Employee may refer the matter to his/her steward who may discuss the issue at a Labour Management meeting.

## **ARTICLE 27 - BEDBUG INFESTATION ALLOWANCE**

**27.01** The Employer agrees that if the residence of an Employee becomes infested with bed bugs and such infestation is attributable to the Employee's performance of his/her duties for the Employer, the Employer shall:

- a) Permit the Employee to use up to two (2) days of sick leave or unpaid leave, to deal with such infestation, provided that the Employee has sufficient sick leave days available.
- b) Reimburse the Employee for the cost of treatment to a total maximum of \$772.73, per incident upon receipt of original invoices(s), such payments can only be applied for once per Employee per fiscal year. This amount shall increase to \$757.50 at the commencement of the first year of the Collective Agreement (non-retroactive), \$765.08 in the second year of the Collective Agreement (non-retroactive), and \$772.73 in the third year of the Collective Agreement. Total agency payments for this article cannot exceed \$2575.75 per fiscal year. This amount shall increase to \$2525.00 at the commencement of the first year of the Collective Agreement (non-retroactive), \$2550.25 in the second year of the Collective Agreement (non-retroactive), and \$2575.75 in the third year of the Collective Agreement.

## **ARTICLE 28 - DURATION**

**28.01** This agreement shall be in effect from April 1, 2020, and shall remain in effect until March 31, 2023 and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing no more than ninety (90) days prior to the date of expiration that it desires amendments.

## SCHEDULE "A"

HOURLY CLASSIFICATIONS (Full-time, Part-time and Relief)		Rate	Rate	Rate Effective date		Rate
		Effective 1 Apr 2020	Effective April 1 2021	of ratification		Effective April 1 2022
Transportation Driver	Start	15.73	15.89			
	3 Months	16.18	16.34			
	6 Months	16.67	16.84	Start	16.84	17.01
Personal Support Worker Supportive Housing Worker ADP Program Worker	Start	17.05	17.22			
	3 Months	17.33	17.50			
	6 Months	17.86	18.04	Start	18.04	18.22
ADP Driver	Start	17.05	17.22			
	3 Months	17.33	17.50			
	6 Months	17.86	18.04	Start	18.04	18.22
Meals on Wheels Weekend Assistant Transportation Office Clerk	Start	18.67	18.86			
	3 Months	19.22	19.41			
	6 Months	19.79	19.99	Start	19.99	20.19
Relief Program Activationist	Start	20.67	20.88	Start	20.88	21.09
	6 Months	21.31	21.52	6 Months	21.52	21.74
	2 Years	21.99	22.21	1 Year	22.21	22.43

<b>SALARIED CLASSIFICATIONS (Full-time and Part-time)</b>		<b>Rate</b>	<b>Rate</b>	<b>Rate Effective date</b>		<b>Rate</b>
		<b>Effective 1 Apr 2020</b>	<b>Effective April 1 2021</b>	<b>of ratification</b>		<b>Effective April 1 2022</b>
Receptionist Transportation Assistant Assistant-Adult Day Program	Start	34,780.20	35,126.00	Start	35,126.00	35,471.80
	6 Months	35,872.20	36,236.20	6 Months	36,236.20	36,600.20
	2 Years	36,964.20	37,328.20	1 Year	37,328.20	37,710.40
In Home Services Team Assistant In Home Services Scheduling Coordinator Transportation Coordinator Meals on Wheels Coordinator Community Dining Coordinator Dementia Care Residences Coordinator	Start	37,619.40	38,001.60	Start	38,001.60	38,383.80
	6 Months	38,784.20	39,166.40	6 Months	39,166.40	39,566.80
	2 Years	40,021.80	40,422.20	1 Year	40,422.20	40,822.60
Program Activationist	Start	37,619.40	38,001.60	Start	38,001.60	38,383.80
	6 Months	38,784.20	39,166.40	6 Months	39,166.40	39,566.80
	2 Years	40,021.80	40,422.20	1 Year	40,422.20	40,822.60
Volunteer Coordinator	Start	45,245.20	45,700.20	Start	45,700.20	46,155.20
	6 Months	46,683.00	47,156.20	6 Months	47,156.20	47,629.40
	2 Years	48,230.00	48,721.40	1 Year	48,721.40	49,212.80
Social Worker	Start	54,054.00	54,600.00	Start	54,600.00	55,146.00
	6 Months	55,673.80	56,238.00	6 Months	56,238.00	56,802.20
	2 Years	57,348.20	57,930.60	1 Year	57,930.60	58,513.00

In Home Services On-Call Team Leader: The position is paid at a rate of \$206.06 per week when you are actively on call. This amount shall increase to \$202.00 at the commencement of the first year of the Collective Agreement, \$204.02 in the second year of the Collective Agreement, and \$206.06 in the third year of the Collective Agreement.

## **LETTER OF UNDERSTANDING No. 1**

### **Re: Ewart Angus**

The parties agree that the conditions of employment for Ewart Angus Housing Workers shall be the same as those for current Supportive Housing Workers, unless otherwise agreed by the Union.

It is further agreed by the Employer that Personal Support Workers who have P.S.W. certification are qualified to fill positions at Ewart Angus.

## **LETTER OF UNDERSTANDING No. 2**

### **Re: Transportation and ADP Driver**

The parties agree that the Transportation and ADP Driver positions will be treated as Personal Support Workers with respect to working hours, payments in lieu of benefits and payments for holidays and vacations.

## **LETTER OF UNDERSTANDING No. 3**

### **Re: Availability**

It is hereby agreed, that Personal Support Workers hired by the Employer, who when hired, are available on weekends, may not change such availability for a period of one (1) year. Weekends are from Saturday 7:00 a.m. to Sunday midnight.

It is expressly understood that assignments will be allocated in accordance with Article 14.03 a) of the current Collective Agreement. It is further understood that this procedure does not apply to Supportive Housing.

The parties further agree that nothing in this settlement prohibits or restricts the parties from implementing their rights under the Collective Agreement.

## **LETTER OF UNDERSTANDING No. 4**

### **Re: Pay Equity**

The parties agree that within six (6) months of ratification of the renewal of this Collective Agreement, that a committee will be formed to address the review and maintenance of the current Pay Equity Plan in place to ensure the ongoing increments are meeting it. The committee will be composed of equal numbers of Employee representatives and Union representative of not less than two (2) each. The committee may elect from time to time to include other resource people in their meetings.

## **LETTER OF UNDERSTANDING No. 5**

### **Appendix 'A': Relief Employees, Relief Work and Availability**

- 1) Relief Employees shall be defined as an Employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the Employees stated availability. Such Employees will be used to replace existing Employees who are on authorized leaves or as temporary supplements to the Employee group where special activities are planned. The period of employment of these persons shall not exceed the absent Employee's leave or the conclusion of the special activity. Relief staff will have the right to decline work, but shall be removed from the relief list if they do not accept any assignment over a two (2) month period, or four (4) shifts, whichever is the greater, unless they are on an approved leave of absence.
- 2) Relief positions will be posted in accordance with Article 10 and Schedule 'A' of the Agreement.
- 3) **AVAILABILITY**  
Written relief availability will be submitted by part time and relief staff and may be changed with two weeks written notice
- 4) No relief Employee will normally be allowed to work beyond the regular work week hours of work for their permanent position – that is, thirty-five (35) hours per week for all salaried positions and forty (40) hours for Supportive Housing and for Personal Support Workers, up to their maximum hours of availability, where there are other Employees in the relief pool for that position who have additional hours available.
- 5) The Employer agrees that the relief pool will not be used in order to avoid filling a permanent position or a temporary vacancy expected to last more than three (3) months.
- 6) Hours worked by part-time Employees as relief will not count toward their becoming full-time.
- 7) The Employer will maintain a list of Employees in the relief pool. A separate report indicating the number of hours the person has worked each month will be copied to the Union on a monthly basis.
- 8) It is agreed and understood that available hours for relief work shall be allocated on the basis of seniority and the Employee's stated availability, provided the employee is qualified to perform the work.
- 9) Part-time Employees assigned to a specific location shall be canvassed on the basis of seniority for available relief work prior to other Employees in the relief pool utilized.

All of the provisions of this Letter of Understanding apply to aforementioned part-time Employees.

- 10) The parties agree that this agreement is subject to Articles 8 and 9 of the Collective Agreement.

## LETTER OF UNDERSTANDING No. 6

### Re: Multi-Sector Pension Plan Required Collective Agreement Language (2012)

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

1.
  - (a) "Plan" means the Multi-Sector Pension Plan
  - (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
    - (i) the straight time component of hours worked on a holiday; and
    - (ii) holiday pay, for the hours not worked; and
    - (iii) vacation pay; and
    - (iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
    - (v) \_\_\_\_\_;

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

- (c) "Eligible Employee" means all Employees in the bargaining unit who have completed 500 hours of employment with the Employer.<sup>1</sup>
2. Commencing April 1, 2016 each Eligible Employee shall contribute for each pay period an amount equal to 2 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2 % of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

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<sup>1</sup> Not to exceed 500 hours.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement

date of hire;  
date of birth;  
Social Insurance Number;  
date of first contribution;  
seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);  
gender.

(b) To be Provided with each Remittance

name;  
Social Insurance Number;  
monthly remittance;  
pensionable earnings;  
year to date contributions;  
employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To be Provided Initially and as Status Changes

full address;  
termination date where applicable (MM/DD/YY)  
marital status, and any change to marital status;  
date of death (if applicable);

(d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;  
period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);  
period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence.

hours worked by Employees covered by the collective agreement who are not yet eligible Employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

## **LETTER OF UNDERSTANDING No. 7**

### **Re: Definitions in Article 2 of the Collective Agreement**

It is understood and agreed with the inclusion of definitions for full-time and part-time Employees, both hourly and salary categories, that no existing Employee of the Employer at the time of ratification shall be disadvantaged by the inclusion of the new definitions in Article 2 of the collective agreement.

For greater clarity, no existing full-time or part-time Employee at the time of ratification shall be negatively impacted or have terms and conditions of employment changed or altered as a result of the inclusion of the new definitions contained in Article 2 of the collective agreement.

AGREED to on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

For the EMPLOYER

For the UNION

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## **LETTER OF UNDERSTANDING No. 8**

### **Re: Union to Consult Employees Regarding Threshold for Benefits in Article 20.02**

This Letter of Understanding is to confirm that notwithstanding Article 20.02, the Employer agrees, on a one-time and without precedent basis, that the Union may consult with its members regarding their preferences for the benefits threshold (30 hours or 24 hours). Further, the Employer agrees to change the benefits eligibility threshold if, as a result of its consultation, the Union determines that its membership is in favour of a reduced threshold to no lower than 24 hours.

The Union agrees to conduct such consultation within ninety (90) days of ratification and communicate the result to the Employer.

It is understood that if the eligibility threshold changes as a result of the above process, such change shall take effect at the next annual eligibility/enrolment cycle in accordance with Article 20.02 (August 1, 2019).

The Union agrees that the consultation process will be fair and will only include those who are eligible for benefits based on Article 20.02. For greater clarity, such consultation, or vote as the case may be, will not include salaried full-time employees who are eligible for benefits in accordance with Article 20.01.

It is understood that such consultation shall be completed within six (6) months of ratification.

Upon completion of this process this Letter of Understanding shall expire.

AGREED to on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the EMPLOYER

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For the UNION

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## **LETTER OF UNDERSTANDING No. 9**

### **Re: Driver Licensing and MTO Medical Report Form**

For Drivers and Bus Drivers in the Transportation Department, the Employer will reimburse the renewal fees for a Government of Ontario driver's license when it is required to perform the job. The reimbursement will be paid once every five years following submission of proof of payment to the Employee's supervisor.

For Bus Drivers, the Employer will reimburse the costs for a Ministry of Transportation, Ontario (MTO) Medical Report Form where it is necessary to maintain a license class required by the Employer to perform the job. The reimbursement will be paid to a maximum of \$120 per MTO Medical Report Form following submission of proof of payment to the Employee's supervisor.

## **LETTER OF UNDERSTANDING No. 10**

### **Re: Remote Union Orientation**

It is agreed that where Public Health requirements or other circumstances restrict the Union from conducting in-person orientation, the Employer will facilitate the Union conducting orientation remotely, during paid working hours.

## **LETTER OF UNDERSTANDING No. 11**

### **Re: Wage enhancement while on modified work**

Employees who are performing modified duties either as accommodations or under WSIB but who are still doing direct client care will receive the wage enhancement while performing such duties and as long as the 2016 Government Wage Enhancement is in effect.

## **LETTER OF UNDERSTANDING No. 12**

### **Re: ARAO Joint Committee**

SPRINT Senior Care and CUPE Local 7797 will form a joint committee with two (2) managers and two (2) Union members to address any concerns or complaints related to racism or oppression in the workplace. The Committee will meet twice a year or more frequently as mutually agreed. The Committee will be guided by the provisions of Ontario Human Rights Code.

## **LETTER OF UNDERSTANDING No. 13**

### **Re: Additional Hours**

The parties agree to meet within 60 days of ratification to discuss staff concerns about the issue of staff scheduling and access to hours of work.

## **LETTER OF UNDERSTANDING No. 14**

### **Re: Medical**

The Employer will cover the cost of any medical testing or vaccines required by legislation, a public health authority, and/or a funder, including time needed to attend.

This agreement is without prejudice to the rights of the Employer to require (or for an employee to refuse) any particular medical test or vaccination.

## **LETTER OF UNDERSTANDING No. 15**

### **Re: Staff Training**

The 2016 Government funded wage enhancement will be paid during any participation by employees in employer provided training as long as such Wage Enhancement is in effect.

## **LETTER OF UNDERSTANDING No. 16**

### **Re: Agency Staff**

The Employer agrees that Agency staff will be used only where there are no qualified bargaining unit members that are available to perform the required work.

**IN WITNESS WHEREOF, the parties have signed this Agreement**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

**FOR THE UNION**

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**FOR THE EMPLOYER**

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