

# **Collective Agreement**

**BETWEEN**

**FINDHELP INFORMATION SERVICES**

(hereinafter called "the Agency")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL UNION 3173**

(hereinafter called "the Union")

**TERM:**

**April 1, 2022 - March 31, 2026**

## **LAND ACKNOWLEDGEMENT**

Findhelp Information Services is a settler founded and funded organization that exists on the traditional and Treaty land of the Mississaugas of the Credit which has welcomed many nations; we operate and support those from across Turtle Island and exist, participate and operate within a settler system which historically and currently causes harm to Indigenous people. We recognize that Indigenous peoples in areas of Findhelp Information Services' work are disproportionately impacted by poverty, homelessness, and under-resourcing, and also reflect that as an agency we are part of the system creating these inequities.

As such we are engaged with members of the Indigenous community to better understand what it means to decolonize our organization. We reflect that truth and reconciliation is ongoing settler work that will be embedded in all facets of our organizational present and future.

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# 1 INTRODUCTION

## 1.1 DEFINITIONS

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### 1.1.1 THE AGENCY

Findhelp Information Services as represented by the Agency's Board of Directors or the appointed agent(s) of the Board.

### 1.1.2 THE UNION

The Canadian Union of Public Employees and its Local 3173.

### 1.1.3 RECOGNIZED JOB CLASSIFICATIONS

Job classifications and accompanying classification descriptions as in Appendix "A" to this Agreement.

### 1.1.4 EMPLOYEE

A person whose contract of employment is covered by this Collective Agreement, who is assigned a recognized classification.

### 1.1.5 WORK PERIOD

A period of four (4) full consecutive weeks (twenty-eight [28] days) beginning on the Monday of the first (1<sup>st</sup>) week at 12:01 am and ending on the Sunday of the fourth (4<sup>th</sup>) week at twelve (12) midnight.

### 1.1.6 TEMPORARY STATUS

An employee who is hired to work for a predetermined period and who agrees to such by signing a written contract to that effect, or by accepting an offer of employment in which the term of employment is clearly stated.

### 1.1.7 PERMANENT STATUS

An employee who is hired to fill an established ongoing position or who has been reassigned from temporary status.

### 1.1.8 PURCHASED SERVICE

A service performed on behalf of the Agency when the service is not performed by an employee of the Agency.

**1.1.9 GRIEVANCE**

The formal resolution process for all conflicts arising from the interpretation, application, administration or alleged violation of this Agreement where such conflicts cannot first be resolved through informal dialogue.

**1.1.10 FULL TIME STATUS**

An employee who regularly works between eighty (80) and one hundred and forty (140) hours in each work period.

**1.1.11 PART TIME STATUS**

An employee who regularly works under eighty (80) hours in each work period.

**1.2 PURPOSE**

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**1.2.1 IT IS THE PURPOSE OF THIS AGREEMENT:**

- a) To ensure good relations between the Agency and the Union;
- b) To encourage efficient and effective operations; and,
- c) To promote the morale, well-being and security of all employees in the bargaining unit.

**1.3 RECOGNITION**

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**1.3.1** CUPE Local 3173 recognizes that the Agency is a non-profit charitable agency supported by diverse funding sources, such as municipal, provincial, federal and other funding. The Agency is managed by a volunteer board of directors contributing their time to the work of the Agency. The Agency's income is therefore largely beyond its control and its management is required to balance its expenditures against its income.

**1.3.2** The Agency recognizes the Canadian Union of Public Employees and its Local 3173 as the sole collective bargaining agent for all of its employees save and except supervisors, persons above the rank of supervisor, assistant to the executive director and students.

The Agency shall not enter into any agreement with an employee or group of employees in the Bargaining Unit. The Agency shall only recognize the elected or appointed representatives of the Union.

**1.3.3** The Agency agrees that persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except in cases mutually agreed to by the parties in writing.

## **2 UNION/MANAGEMENT RELATIONS**

### **2.1 MANAGEMENT RIGHTS**

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- 2.1.1 The Union acknowledges that it is the exclusive function of the Agency to:
- a) Maintain order, discipline and efficiency;
  - b) Hire, promote, demote, lay off, transfer, reclassify, discipline or suspend employees, to discharge any employee for just cause provided that a claim by an employee that the employee had been discharged without just cause may be the subject of a grievance and dealt with as hereafter provided; and
  - c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, decide on the number of employees needed in any classification, establish job qualifications, determine location of offices, the schedules of operation, the assignment of work, methods, processes and means of operating and the extension, curtailment and cessation of operations.
- 2.1.2 The Agency agrees that these functions shall be exercised in a manner consistent with the express terms of the Agreement and subject to the right of the employee to lodge a grievance as set out herein.

### **2.2 UNION REPRESENTATION**

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#### **2.2.1 CUPE REPRESENTATIVE**

The Union shall have the right to have the assistance of a CUPE representative when negotiating or dealing with the Agency. The CUPE representative will require verbal permission from any member of the Agency's management group to access the Agency's premises on Union business. Such access shall not be unreasonably denied.

#### **2.2.2 CONFIDENTIAL MEETING SPACE**

The Agency shall make a reasonable effort to provide a confidential area for discussions between Union members, officers, the CUPE representative or the representatives of the Agency on matters arising out of this Agreement.

It is not the role of the Agency to provide equipment for the Union to conduct their business. Since use of non-confidential areas to discuss Union issues is disruptive to the work environment, the Union agrees to carry on business off-site, if space that meets their needs is not available.

Union officers, stewards and committee members will make a reasonable effort to use a confidential space for discussion of Union business or matters arising out of this Agreement.

### 2.2.3 UNION BUSINESS

Union officers, stewards and committee members are entitled to leave their duties during working hours to carry out their responsibilities, in matters related to this Agreement (e.g. investigate grievances, attend the meetings of committees established under this Agreement or other meetings at the request of management), provided permission to leave such duties has first been obtained by the employee's immediate supervisor.

Such permission may not be unreasonably withheld and unreasonable time limits on the absence may not be imposed. Union officers, stewards and committee members shall suffer no loss of pay for such absences.

### 2.2.4 ORIENTATION FOR NEW EMPLOYEES

The Agency agrees to include one (1) Union steward **or representative** in the orientation procedure for new employees. In particular, the Union steward **or representative** and the employee shall be entitled to a period **alone** of up to thirty (30) minutes with pay for private orientation. These meetings will be held within the first fifteen (15) business days of the employee's start date. The time will be scheduled subject to the approval of the employees' immediate supervisors, which approval shall not be unreasonably withheld given due consideration to the provision of direct service.

### 2.2.5 UNION LEAVE

Requests for union leave without pay may not be unreasonably denied. Requests for leave will be made in writing to the immediate supervisor. The Agency will respond to the union leave request within five (5) business days. Whenever an employee is on leave of absence on union business, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which they may be otherwise entitled. It is understood that a union leave of more than one (1) month shall be at no cost to the employer. Continuation of benefits after the one-month period is at the cost of the employee. **Group benefits may be continued for up to twelve (12) months from the start of the leave. Long term disability coverage terminates after 31 days from the start of the leave.**

## 2.3 COMMITTEES

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The Board of Directors of Findhelp Information Services wishes to affirm its support of the principle of staff/union involvement on Board committees, where deemed appropriate by the Board. For example, the Board does not feel the participation of staff/union members on the Finance and Personnel Committees is appropriate.

The Agency will e-mail to the secretary of the Local Union copies of meeting dates, agendas and minutes of the Agency's Board of Directors' meetings, except those of in-camera meetings.

### 2.3.1 JOINT LABOUR-MANAGEMENT (JLM) COMMITTEE

The Agency recognizes a Joint Labour-Management (JLM) Committee. The JLM Committee is responsible for making recommendations to the Union and to the Agency's Board of Directors with respect to Labour-Management issues. The JLM Committee's Terms of Reference are attached as Appendix C to the Collective Agreement

### 2.3.2 JOINT HEALTH AND SAFETY COMMITTEE

A Joint Health and Safety Committee composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Agency is established in accordance with the Occupational Health and Safety Act and Regulations of Ontario. Both parties give full support to the Committee and abide by the legislation.

### 2.3.3 CONTRACT NEGOTIATIONS COMMITTEE

- a) The Agency recognizes a Contract Negotiations Committee consisting of four (4) Representatives appointed by the Union, not including advisor(s) and/or CUPE representatives, as well as four (4) Representatives appointed by the Agency, not including advisor(s).
- b) The effective date of this Committee shall be ninety (90) days prior to the expiration of this Agreement and shall continue up to the date of ratification of this Agreement.
- c) The objectives of the Contract Negotiations Committee shall be:
  - i) To prepare for the negotiation of a Collective Agreement between the Agency and the Union;
  - ii) To carry out negotiations with the Agency in respect of such an Agreement.
- d) In particular, four (4) Union members of the Contract Negotiations Committee shall each be entitled to four (4) days off with pay to prepare for negotiations in addition to time spent in direct negotiations with the Agency up to the point of ratification. Such hours shall be compensated on a straight time basis. This

time will be scheduled subject to the approval of the employees' immediate supervisors, which approval shall not be unreasonably withheld given due consideration to the provision of direct service. Such leave of absence will be without loss of pay or benefits and with accumulation of seniority and service.

## 2.4 CORRESPONDENCE

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### 2.4.1

- a) Copies of correspondence between the Agency and the Union arising from this Agreement or incidental thereto shall be forwarded to the executive director of the Agency, the secretary of the Local Union with electronic version to the President of the Local.
- b) Not later than ten (10) business days following the last pay period of the month, the Agency will supply the secretary of the Local Union with a status document including members' names and **home mailing** addresses, **work e-mail (and, where available home telephone number, cellular number and personal email)** job title/classification, step and seniority date, and indicate any change in step or job classification. The list will be supplied in electronic format.
- c) In addition to 2.4.1 a) and b) the Agency will forward to the secretary of the Local Union the documents referred to in:
  - i) 2.4.2 b) Committees
  - ii) 2.6.1 Union Dues
  - iii) 2.9.3 Disciplinary Action
  - iv) 3.1.3 d) Vacant Positions
  - v) 3.4.7 Layoffs
  - vi) Any accommodations and/or deviations to normal work practices agreed to by the Agency.

### 2.4.2 UNION AND AGENCY REPRESENTATIVES

- a) The Union shall provide the Agency with a list of its representatives to include:
  - i) Officers of the Union;
  - ii) Union stewards;
  - iii) Union representatives in the Joint Labour-Management Committee;
  - iv) Union representatives in the Joint Health and Safety Committee;
  - v) Union representatives in the Joint Pension Committee;
  - vi) Contract Negotiations Committee members;
- b) The Agency shall provide the Union with a list of its representatives to include:

- i) Directors and Officers of the Agency;
- ii) Management representatives in the Joint Labour-Management Committee;
- iii) Management representatives in the Joint Health and Safety Committee;
- iv) Joint Pension Committee representatives;
- v) Contract Negotiations Committee representatives

2.4.3 The Agency agrees to inform the Union, and the Union agrees to inform the Agency, of any change of representative in writing within thirty (30) days.

2.4.4 The Agency shall provide a Union bulletin board and a space for a supply and filing cabinet at each location of operations, which shall be placed so that all employees will have access to it.

## **2.5 OTHER CONTRACTS, PURCHASE OF SERVICE AND TRAINING PLACEMENTS**

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- 2.5.1
- a) No employee shall be laid off, terminated or have regular hours of work reduced as a result of a purchase of service agreement, persons engaged due to training and/or job creation program, or any other employment contract entered into by the Agency.
  - b) The Agency agrees that it shall not enter into any purchase of service agreement except when:
    - i) The work is of a seasonal or temporary nature; or
    - ii) The work is confidential; or
    - iii) Employees cannot perform or cannot reasonably be trained to perform the duties set out in said agreement.

- 2.5.2 It is agreed that persons engaged pursuant to any federal, provincial, municipal government or other program designed to provide training or employment to persons, where any part of the costs of employee salaries is contributed by such government, shall be governed by the terms of the Collective Agreement whenever such conflict with the provisions of this Agreement. Copies of any future accepted program will be provided to the Union prior to any necessary review by the Joint Labour-Management Committee.
- 2.5.3 The duration of all contracts between the Agency and any employee with temporary status shall not exceed twelve (12) months. At the end of twelve (12) months, a temporary employee must either be assigned permanent status or terminated, except with respect to temporary employees hired to replace employees absent as a result of pregnancy and/or parental leave, long-term disability and/or any other approved leaves of absence. Temporary employees hired to replace employees absent as a result of pregnancy and/or parental leave, long-term disability and/or any other approved leaves of absence may have their temporary employment extended to the end of the leave where it is in excess of twelve (12) months.

## **2.6 UNION DUES**

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- 2.6.1 CHECK-OFF OF UNION DUES
- a) The Agency agrees to a check-off of regular Union dues, initiation fees and assessments levied by the Union, such amount(s) to be forwarded to the Agency by their Union in writing, from all employees covered by this Agreement.
  - b) Deductions shall be forwarded by the Agency to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than ten (10) business days following the last pay period of the month. A copy will be forwarded to the Secretary of the Local. The Employer will include an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, addresses, employment status (full-time, part-time, temporary), classification, regular earnings, hours worked and dues deducted.
  - c) Income tax (T-4) slips shall include the amount of Union dues paid by each employee in the previous year, or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- 2.6.2 Union dues shall be based on an employee's gross pay at a rate determined by the Union.

2.6.3 The Union shall save the Agency harmless from any and all claims which may be made against the Agency for amounts deducted from pay as herein provided.

## 2.7 GRIEVANCE PROCEDURE

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For the purpose of this Article, calendar days will exclude holidays as outlined in this Agreement.

### 2.7.1

For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the employer or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

### 2.7.2

Each Grievance shall identify the nature of the Grievance and shall specify the remedy being sought and the provisions of the Collective Agreement, which are alleged to have been violated.

### 2.7.3

It is the mutual desire of the parties hereto that complaints of bargaining unit members shall be resolved as quickly as possible and it is understood that a bargaining unit member has no Grievance until they have first given their immediate supervisor the opportunity of discussing with them and of resolving their complaint. **If a bargaining unit member has a complaint, with the assistance of a steward or Union representative if desired, such complaint shall be discussed with their immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred.** The Agency shall advise the bargaining unit member that they have the right to have a steward present at such discussions.

If the immediate supervisor is unable to resolve the complaint to mutual satisfaction within ten (10) calendar days, and the bargaining unit member still wishes to proceed with a Grievance, the bargaining unit member must proceed with and submit to their immediate supervisor the Grievance within ten (10) calendar days following the decision of the immediate supervisor.

#### 2.7.4

A Grievance of a bargaining unit member properly arising under this Agreement shall be adjusted and settled as follows:

**Step 1:** The Bargaining unit member, with the assistance of the steward, must submit a written Grievance, signed and dated by the bargaining unit member to the immediate supervisor. The **parties shall meet to discuss the grievance and the Employer will deliver a decision to the Union** within ten (10) calendar days following the day on which the written Grievance is presented. Failing settlement, then:

**Step 2:** Within ten (10) calendar days following the decision in Step 1, the Union must submit the written Grievance to the executive director, or designate, unless extended by mutual agreement of the parties, in writing, and a meeting shall be held between the Agency, an official of the Union, the grievor and the steward at which time the Grievance shall be discussed. The decision of the Agency will be given in writing within ten (10) calendar days following this meeting.

#### 2.7.5

Failing settlement under the foregoing procedure, either party, if it wishes to submit the matter to Arbitration, must submit the matter to Arbitration within **thirty (30)** calendar days after the decision under Step 2 is given. If no written request for Arbitration is received by the other party within such **thirty (30)** calendar day period, the Grievance shall be deemed to have been abandoned. **Either party may request Mediation by mutual agreement in advance of Arbitration.**

#### 2.7.6 POLICY GRIEVANCE

A Grievance of general application to all bargaining unit members arising directly between the Agency and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Agency or the Union as a policy Grievance at Step 2 within fourteen (14) calendar days following the circumstances or becoming aware of the circumstances which gave rise to the Grievance.

#### 2.7.7 DISCHARGE GRIEVANCE

A Grievance involving the discharge of a bargaining unit member must be in writing and originate under Step 2 within ten (10) calendar days of a bargaining unit member being notified of discharge.

#### 2.7.8

All agreements reached under the Grievance procedure between the representatives of the Agency and the representatives of the Union shall be final

and binding upon the Agency, the Union and the bargaining unit member(s) involved.

#### 2.7.9

It is agreed that the time limits in this Article must be considered mandatory unless extended by written agreement of the parties. In the event of a failure to act within the time limits the Grievance shall be deemed to have been abandoned subject to Section 48 (16) of the Ontario Labour Relations Act.

## 2.8 ARBITRATION

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### 2.8.1 REFERRAL TO ARBITRATION

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within the time limits set out in Article 2.7.5 and such notice shall contain a list of three (3) possible Arbitrators the party is willing to agree to hear the matter. Within **ten (10)** working days from the receipt of the Notice of Intent to Arbitrate, the other party must respond agreeing to one of the arbitrators or offering alternate names. Should the parties fail to agree on an Arbitrator within fifteen (15) working days from the date of receipt of the Notice of Intent to arbitrate, either party shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment. Time limits may be extended by written agreement of the parties.

## 2.8.2 PAYMENT OF ARBITRATOR

Each of the parties hereto shall bear equally the expense of the Arbitrator, and any cost of the place of hearing of such arbitration, if and when the necessity arises. If an arbitration Board is used, each will pay the expense of their own nominee.

## 2.8.3 POWERS OF THE ARBITRATOR

It is agreed and understood that the Arbitrator shall have no authority to alter, modify, add to, or annul any part of this Agreement, nor to deal with a matter that is not the proper subject of a grievance. However, the Arbitrator shall have authority to substitute such other penalty for the discharge or discipline of an employee, as the Arbitrator deems just and reasonable in all the circumstances.

## 2.8.4 DECISION OF THE ARBITRATOR

The Arbitrator shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision will be final and binding on the parties and the employees affected by the decision. If an arbitration board is used the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

## 2.8.5 ARBITRATION BOARD

The parties agree that on discharge grievances at either party's request that each side will select a nominee to sit and hear the matter as part of an Arbitration Board. Each side will notify the other as to their nominee as soon as reasonably possible following Notice to Arbitrate being received. The parties may agree in writing to use an Arbitration Board instead of a single Arbitrator in other types of matters as well.

## 2.9 DISCIPLINARY ACTION

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### 2.9.1 INFORMATION GATHERING

An employee who is interviewed in a process that the Agency anticipates could lead to disciplinary measures being taken against the employee shall be given a reasonable opportunity to arrange for a steward to be present at the interview. The Chief Steward will be notified to support the employee and arrange for a Steward to be present, should the employee choose to have a Steward present. *If the Chief Steward is not available, it is understood that the Agency will contact a member of the Executive prior to commencing with the interview.*

### 2.9.2 DISCIPLINE, SUSPENSION AND DISCHARGE

a) At any interview where the employer confirms its actions of disciplining, suspending or discharging an employee, the employee shall be accompanied

by a Union Representative who shall be advised in advance by the employer of the time and place of the meeting.

- b) Where the employee is deemed to be a danger to themselves or others, the Agency may suspend the employee with pay pending investigation without the aforementioned notification and shall immediately notify the Union of the action.
- c) Where the Agency has determined discharge, suspension or discipline is necessary, the employee and the Union will be made aware within five (5) working days of the **meeting**, in writing, of the reasons for such action prior to its taking place. Refer to Article 3.10 Personnel Records.

### 2.9.3 RECORDING

The Secretary and the President of the Local Union shall receive a copy of any letter of discipline, suspension or discharge issued to an employee.

### 2.9.4 DOMESTIC VIOLENCE

The Agency and Union agree once there is adequate verification an employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. *Also see 3.7 [Leaves of Absence]*

## 3 TERMS OF EMPLOYMENT

### 3.1 GENERAL TERMS

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3.1.1 It is the policy of the Agency to employ qualified and competent people and to continue in employment those who demonstrate by their performance that they are both able and willing to meet the goals, needs and policies of the Agency.

#### 3.1.2 HUMAN RIGHTS

a) The Agency and the Union agree that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promoting, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, gender identity, gender expression, sexual orientation, sex, marital status, family status, record of offences, disability, as defined by the Ontario Human Rights Code, nor by reason of membership or non-membership or activity in the Union.

b) The Agency and the Union will work together to promote a working environment for employees that is free from discrimination and harassment, in accordance with the Ontario Human Rights Code. The Agency and the Union agree to work collectively to identify and to remove all systemic barriers to employment.

c) There shall be no personal harassment of any employee by either the Agency or the Union. Personal harassment is defined as improper conduct which is offensive to an employee and which the perpetrator knows or ought to reasonably know would be inappropriate or objectionable.

d) The Agency will support the individual who has experienced discrimination or harassment and will provide intervention so that the incident is dealt with effectively and appropriately.

e) ***Complaint Procedure***

The following procedure has been developed to ensure rapid response to, and resolutions of complaints. To the extent possible, confidentiality will be maintained subject to the requirements for the Agency to investigate and resolve the matter. Once a complaint is made, the employer will immediately provide a plan, appropriate to the situation, to ensure the employees (the complainant and the person subject to the complaint) feel safe during the investigation process. For example, this may include ensuring that the complainant and the alleged harasser are not required to work side by side.

## OPTIONS OF PROCESS

- i) An employee, either the complainant or person subject to the complaint, may seek the assistance of a union representative or co-worker during any part of the process.
- ii) Any party involved may choose to move the matter to a formal investigation during any part of the process.
- iii) An employee may choose to file a grievance at any time following the grievance procedure as stated under Section 2.7.
- iv) An employee may choose to file a complaint with the Human Rights Tribunal during any part of the process.

## INFORMAL PROCESS

An employee who has a complaint may first raise the matter with a member of management or the Executive Director and give the manager or director an opportunity to discuss and resolve the matter. Such a discussion shall take place within five (5) working days after the circumstances giving rise to the matter have occurred. This period shall be reasonably extended if the circumstances, such as the employee's absence, warrant.

Since the complaint may be of a sensitive nature, the complainant should be given the opportunity to request a suitable interviewer, perhaps, for instance, of the same sex. If this is not possible, the complainant should then be given the opportunity to express, in writing, to the person of their choice, the events that transpired.

A decision regarding any resolution shall be made and communicated to the employee by the manager or director within the next fifteen (15) working days following the discussion. If the decision is not satisfactory or if none is communicated within the time limit-referred to above, the employee may, at their option, request that the matter be formally investigated.

## FORMAL PROCESS

The matter will be formally investigated. The complainant will be required to present the particulars of the complaint in writing.

Based on the outcome of the investigation, it will be determined if the complaint is justified and appropriate action will be taken.

### 3.1.3 VACANT POSITIONS

- a) The Agency agrees to post notice of a new or vacant position within the Agency for a period of ten (10) calendar days where:
  - i) A new job classification or new position is established;

- ii) A position is declared by the Agency to be vacant in an existing classification.

No external applicant shall be hired until all internal applicants have been considered.

- b) Applicants for employment will be considered on the basis of:
  - i) Skill and ability;
  - ii) Seniority
- c) Where skill and ability are relatively equal among qualified applicants, seniority will govern.
- d) The Agency agrees to provide copies of all job postings to the Secretary of the Local.

## 3.2 SENIORITY

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- 3.2.1 Seniority is defined as the length of continuous employment at the Agency based on hours paid, including continuous employment prior to certification of the Union or membership in the bargaining unit. It is understood that this shall not include paid overtime hours.

Where there are two (2) employees who have worked the same number of hours, seniority will be determined by drawing lots.

- 3.2.2 The Agency will provide the Union with a seniority list of all employees in the Bargaining Unit showing **employee's work site and employment status (such as full-time, part-time, temporary), and if the employee is on an approved leave of absence**, hours paid (including but not limited to compassionate leave, sick leave, LTD, WSIB or any other paid leave provided for under the Collective Agreement). The seniority hours are included in the monthly list provided to the Secretary of the Local as per Article 2.4.1. It is agreed that in the event of a lay-off notice, an up-to-date seniority list will be provided to the Secretary of the Local within twenty-four (24) hours.

## 3.3 PROBATION

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- 3.3.1 An employee hired for a position in the Agency will be on probation for six (6) months, worked from the date of commencement of employment, which will include on the job training.
  - a) During the probationary period, the employee is entitled to all rights and benefits of this Agreement.

- b) After completion of the probationary period, seniority shall be effective from the first (1<sup>st</sup>) day worked.
  - c) The probationary period may be extended on agreement between the Agency and the Union.
- 3.3.2 An employee will be evaluated during the probationary period and as a result of the completed written performance appraisal, will be confirmed as a permanent employee or will be terminated.
- 3.3.3 Where an employee was originally employed under contract and is subsequently employed as a permanent employee in a position in which there is limited change in the character of the relationship, the period as a temporary employee shall count in full towards the probationary period.
- 3.3.4 The Agency shall have the sole and exclusive right to discharge any probationary employee and this may not be the subject of a grievance provided the action is not done in bad faith.
- 3.3.5 The parties acknowledge that the purpose of the probationary period is to afford an employee an opportunity to meet Agency standards. Therefore, if at any time the Agency has reason to believe that a probationary employee's performance is in question, the Agency will advise the employee of this belief, draw the deficiencies to the employee's attention, and notify the Union. The Agency will allow the employee time to correct the deficiency prior to assessment.
- 3.3.6 When an employee on probation is terminated, that employee will receive one (1) week's written notice or payment in lieu of notice.

## **3.4 LAYOFFS**

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- 3.4.1 When it is necessary to lay off a permanent employee who has completed probation, for such reasons as economic factors or program changes, as much notice as possible will be given to employees affected.
- 3.4.2 In the event of a layoff, employees will be laid off in reverse order of seniority within their classification, subject to being able to meet the normal job requirements. Employees will be recalled in order of seniority provided they have been laid off for no more than twenty-four (24) months, subject to being able to meet the normal job requirements. No full-time employee shall be laid off before a part-time employee in the same classification, provided that the full-time employee has the skill, ability and qualifications to perform the job of the part-time employee.
- 3.4.3 Prior to any lay-off notices, the Employer agrees to meet with the union and inform union of the reasons for the layoff or layoffs. It is agreed that both parties will discuss ways to try to mitigate any job losses, minimize any layoffs and its impact.

- 3.4.4 After twenty-four (24) months of layoff, employment will be terminated, and severance pay of one (1) week for each year of complete or partial service will be granted with a minimum of four (4) weeks and a maximum of twenty-six (26) weeks. Employees may choose to receive the above severance **any time after layoff** with the understanding that further recall rights will be waived in doing so.
- 3.4.5 No employee shall be laid off when said employee can reasonably be expected to perform some or all of the duties performed under an existing purchase of service agreement.
- 3.4.6 The Agency shall provide the following notice or pay in lieu of notice to an employee that is laid off:
- a) Less than one (1) year of seniority: two (2) weeks written notice
  - b) One (1) year of seniority and less than two (2) years seniority: three (3) weeks written notice
  - c) One (1) week of notice for every year of service to a maximum of nine (9) weeks written notice for employees with eight (8) years of seniority or more.
- 3.4.7 The Secretary of the Local shall receive a copy of the Record of Employment provided to a laid-off employee.

### **3.5 TERMINATION OF EMPLOYMENT**

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- 3.5.1 An employee's employment shall be terminated at once if the employee:
- i) Voluntarily terminates employment;
  - ii) Voluntarily retires;
  - iii) Is discharged and such discharge is not reversed through the grievance procedure;
  - iv) Is laid off continuously for a period of more than twenty-four (24) months;
  - v) Is laid off and fails to respond to a notice of recall within five (5) business days. A notice of recall will be sent to the laid off employee through registered mail and addressed to their last address on record with the Agency. The employee must be available to work within ten (10) business days after they notified the Agency of their intention to return. The Agency may extend the ten (10) day period under extenuating circumstances.
- 3.5.2 It is agreed that the President and CUPE national representative will be notified immediately prior to the dismissal of any employee in the bargaining unit.

## 3.6 EMPLOYEE TRANSFERS

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### 3.6.1 TRANSFER OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If any employee is transferred to a position outside the bargaining unit, the employee shall retain seniority accumulated up to the date of leaving the unit but, will not accumulate any further seniority.

3.6.2 If an employee returns to the bargaining unit within six (6) months, with the exception of cases of long term disability or pregnancy/ parental/ adoption leave as described in the Employment Standards Act, to a maximum of twenty-four (24) months, (s)he shall be placed in a job for which (s)he is qualified but at a rate of pay consistent with the position (s)he held when (s)he left the bargaining unit. Such return shall not result in the layoff or bumping of any employee holding greater seniority.

3.6.3 If an employee is transferred outside the Bargaining Unit and subsequently terminated within six (6) months (s)he will be offered a position within the bargaining unit at a rate of pay consistent with the position (s)he held when (s)he left the bargaining unit.

### 3.6.4 TRANSFER WITHIN THE BARGAINING UNIT

An employee who is promoted from one classification to another within the bargaining unit shall be placed at first the step level in the new classification that provides the employee with an increase in salary.

## 3.7 LEAVES OF ABSENCE

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### 3.7.1 REQUESTS

All requests for leaves of absence other than pregnancy and parental leave (including adoption leave) bereavement and illness must be made in writing to the immediate supervisor at least fifteen (15) business days prior to the proposed commencement stating the reason and dates. This is exclusive of the emergency leave provision as described in the Employment Standards Act. The Agency will respond to the leave of absence request within five (5) business days.

### 3.7.2 BEREAVEMENT LEAVE

a) In the event of the death of a mother, father, son, daughter, brother, sister, spouse (inclusive of common-in-law and same sex), mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, main caregiver, or step-family member or a member of the immediate household, a **full-time** employee may be granted a leave of

absence of up to five (5) **scheduled working** days at the time of the bereavement (**up to a maximum of 35 hours**). For all **full-time** employees, this leave shall be without loss of pay. **Part time employees shall be entitled to a leave without loss of pay for their next two scheduled shifts following the death.**

- b) In the event of the death of a **full-time** employee's aunt, uncle, niece or nephew **the** employee may be granted a leave of absence for one (1) day on the day of the funeral where the employee is attending the funeral. This leave will be without loss of pay. **If a part time employee has been scheduled to work on the day of the funeral they will be entitled to their scheduled hours off without loss of pay.**
- c) In the event of the death of a relative or close friend that is not covered by a) and b) above, a **full time** employee may be granted a leave of absence without pay for up to five (5) **scheduled** working days at the time of the bereavement (**up to a maximum of 35 hours**). **Part time employees scheduled to work will be entitled to a leave of absence without pay for up to two scheduled shifts following the death.**

### 3.7.3 COURT AND JURY DUTY

When an employee who would otherwise be at work is required to appear in court or before some similar body, for purposes of jury duty or subpoenaed as a witness in other than civil litigation, the employee will continue to be paid salary in full, and any compensation received for such duty will be turned over to the Agency. A letter of confirmation from the responsible official of the court or other body will be required.

### 3.7.4 PREGNANCY, PARENTAL OR ADOPTION LEAVE

#### **a) *Pregnancy, parental and adoption Leave***

Parent:

- I. A "parent" includes: a birth parent; an adoptive parent (whether or not the adoption has been legally finalized); or a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as their own. This includes same-sex couples.

Pregnancy Leave:

- II. Pregnant employees, employed for thirteen (13) weeks as of the expected birth of their child(ren) shall be entitled to pregnancy leave of up to 17 weeks, and up to sixty-one (61) weeks parental leave, with the understanding that **pregnant employees** who do not take pregnancy leave shall be entitled to sixty-three (63) weeks' parental leave.
- III. Pregnancy leave may begin no earlier than seventeen (17) weeks before the expected date of birth, or the birth date, whichever is earlier. The

employee must give at least two (2) weeks' written notice of the date the leave is to begin and, if the Employer requests it, provide a certificate from a legally qualified medical practitioner, stating the expected date of birth. Where possible, the employee will provide the Agency with at least three (3) months notice of their intention to take a pregnancy leave. Notice may be given within two (2) weeks of stopping work where the employee stops work early because of complications caused by the pregnancy attested to in writing by a legally qualified medical practitioner.

- IV. If an employee stops working because of a complication caused by **their** pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, the above notice periods do not apply and the employee shall, within two weeks after stopping work, give the employer, (a) written notice of the day the pregnancy leave began or is to begin; and (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating:
- (i) in the case of an employee who stops working because of a complication caused by **their** pregnancy, that **they** are unable to perform the duties of their position because of the complication and stating **their** due date
  - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.
- V. An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise.
- VI. Parental leave is not part of pregnancy leave and so a **person who gives birth** may take both pregnancy and parental leave.
- VII. An employee on pregnancy leave may continue to participate in the employee group benefit plan and pension plan for a period of up to seventy-eight (78) weeks. During this period, the Employer shall continue to make its contributions to employee group benefits and pension plan, as will the employee, unless the employee elects in writing not to do so, in which case the employee group benefits, and pension plan contributions will cease for the period of the leave. The agency contribution amounts to the employee pension plan will be calculated based on the top-up paid by the agency.
- VIII. Upon return from such leave, the employee shall be returned to the job(s) (s)he previously held, if it still exists, or a comparable position, if it does not.

Parental Leave:

- I. Parental leave is not part of pregnancy leave and so a **person who gives birth** may take both pregnancy and parental leave.
- II. An employee who has been employed by their employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
- III. An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise. Parental leave for an employee who takes pregnancy leave must commence when the pregnancy leave ends.
- IV. An employee may begin parental leave no later than 78 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- V. An employee who has been employed for at least thirteen (13) weeks and who has not taken pregnancy leave is entitled to parental leave of up to sixty-three (63) weeks' parental leave, which must commence no later than seventy-eight (78) weeks after the child comes into the custody, care and control of the parent for the first time.
- VI. An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave and 63 weeks after it began, otherwise.
- VII. An employee who has given notice to begin parental leave may begin the leave (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. Where possible, the employee will provide the Agency with at least three (3) months notice of their intention to take a parental leave.
- VIII. If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected (a) the employee's parental leave begins on the day **they** stops working; and (b) the employee must give the employer written notice that **they are** taking parental leave within two weeks after stopping work.
- IX. An employee on parental leave may continue to participate in the employee group benefit plan and pension plan for a period of up to sixty three (63) weeks. During this period, the Employer shall continue to make its contributions to employee group benefits and pension plan, as will the employee, unless the employee elects in writing not to do so, in which case the employee group benefits and pension plan contributions will cease for the period of the leave. The agency contribution amounts to the

employee pension plan will be calculated based on the top-up paid by the agency.

- X. Upon return from such leave, the employee shall be returned to the job(s) **they** previously held, if it still exists, or a comparable position, if it does not.

#### Employment, Seniority and Service

- XI. The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining their rights under an employment contract:
1. The length of their employment, whether or not it is active employment.
  2. The length of the employee's service whether or not that service is active.
  3. The employee's seniority.

#### ***b) Findhelp Information Services Supplementary Employment Benefit (SEB) Plan***

- I. All employees of the Agency who are in the bargaining unit and on pregnancy and/or parental leave are covered by this plan when they are entitled to Employment Insurance (EI) pregnancy and/or parental benefits.
- II. The purpose of this plan is to supplement the Employment Insurance benefits by paying the following supplementary benefits from the Agency:
  1. During the one (1) week EI Waiting Period, the Agency will pay an amount equal to the employees' approved weekly EI benefit (i.e. 55% of regular weekly earnings, or the regular weekly maximum EI benefit, if less).
  2. For an employee on pregnancy leave, the top-up equal to the difference between the employees' weekly EI benefit and eighty percent (80%) of the employees' regular weekly earnings prior to the commencement of pregnancy leave for up to a maximum of sixteen (16) additional weeks following the EI waiting period.
  3. For an employee on parental leave, a top-up equal to the difference between the employees' weekly EI benefit and eighty percent (80%) of the employees' regular weekly earnings prior to the commencement of parental leave, for up to a maximum of thirty-five (35) additional weeks following the EI waiting period, if applicable.
  4. The weekly top-up payments in paragraphs 2 and 3 above are calculated using the weekly EI benefit that would be payable to the employee (i.e. 55% of the regular weekly earnings, or the regular maximum weekly EI benefit, if less).

5. The top up entitlement for an employee who elects to receive a lower EI benefit spread over a longer period of time as may be permitted by the Employment Insurance Act (Canada) will not cumulatively exceed the Employer's obligation without such election.
- III. An employee who takes both a pregnancy leave and a parental leave cannot receive more than fifty one (51) weeks of top-up payments in total, including the waiting period payment.
- IV. Employees must prove that they have applied for and are in receipt of Employment Insurance (EI) benefits before SEB becomes payable except if non-receipt of EI is due to serving the EI waiting period.
- V. The plan is financed by the Agency's general revenues.
- VI. Employees do not have a right to SEB payments except for the supplementation of EI benefits for the period for which they are in receipt of EI maternity and/or parental benefits as specified in ii above.
- VII. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits will not be reduced or increased by payments received under the plan.
- VIII. The Agency will verify that employees are receiving EI benefits by asking that they submit their EI confirmation of benefits and the number of weeks for which they have been approved, which can be found in their online claim information with Service Canada.

### 3.7.5 UNPAID LEAVES OF ABSENCE

- a) The Agency may grant a leave of absence without pay to Employees for personal reasons, including educational leave. Such requests are to be submitted in writing to the immediate supervisor stating full details and each request will be considered on its individual merits, keeping in mind that the needs of the Agency will be paramount in arriving at a decision. The Agency shall consider vacation requests when deciding whether to grant a leave of absence. **See also Article 4.5.6**
- b) Vacation and sick leave credits will not accumulate during an unpaid leave of absence.
- c) An employee on an unpaid **personal** leave of absence of up to six (6) months, shall continue to participate in the Agency's benefits plans, **excluding LTD**, provided the employee continues to pay the employee share of the contributions while absent from work. **Long term disability coverage terminates 31 days after the start of the leave.**
- d) An employee on an unpaid leave of absence beyond six (6) months, may elect to continue participation in the Agency's benefit plans, **excluding LTD**, on condition of paying both the Agency and the employee contributions **for up to twelve (12) months. Long term disability coverage terminates 31 days after the start of the leave.**

- e) **An employee on an approved statutory leave allowed by the *Employment Standards Act, 2000*, may continue to participate in the Agency's group insurance benefit plans, provided the employee continues to pay the employee share of the premiums for the duration of the leave.**

### 3.7.6 WORKPLACE SAFETY AND INSURANCE BOARD LEAVE

Employees on Workplace Safety and Insurance Board (WSIB) leave will continue to accumulate all benefits for a period equivalent to three thousand and six hundred and forty (3,640) hours of work. During that period, the Agency will continue to pay the Agency's share of premiums where applicable. The Employer agrees to accommodate the employee in accordance with the Ontario Human Rights Code and the Workplace Safety and Insurance Act.

### 3.7.7 DOMESTIC VIOLENCE

The Agency agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Absences, which are not covered by sick leave or disability insurance, will be granted as absence with permission without pay not to exceed sixty (60) calendar days.

### 3.7.8 SELF-FUNDED LEAVE

- a) An employee may apply to participate in the self-funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years.
- b) The funds being deferred will be held in a trust account with the financial institution the employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- c) Notwithstanding Article 3.7.5 (Unpaid Leaves of Absence), during the leave the employee's insured benefits will be continued where the employee continues to pay the employee portion.
- d) On return from leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that they had attained when the leave commenced. If the position no longer exists, the employee shall be assigned to a position at the same classification and step level.
- e) Vacation and sick leave credits will not accumulate during self-funded leave of absence.

### **3.7.9 LEAVES AVAILABLE UNDER THE EMPLOYMENT STANDARDS ACT**

In addition to any other leave under this agreement, employees may also be eligible for leaves of absence in accordance with the Employment Standards Act, 2000, **including as of the date of ratification, the following leaves:**

- 49.1 Family Medical Leave
- 49.2 Organ Donor Leave
- 49.3 Family Caregiver Leave
- 49.4 Critical Illness Leave**
- 49.5 Child Death Leave**
- 49.6 Crime-related child disappearance leave**
- 49.7 Domestic or sexual violence leave**
- 50.0 Family responsibility leave**
- 50.1 Emergency Leave, declared emergencies and infection disease emergencies**
- 50.2 Reservist Leave**

**It is understood that the above-referenced leaves are as set out in the *Employment Standards Act, 2000* as of the date of ratification, and that such leaves may be subject to change from time to time.**

## **3.8 RETIREMENT**

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- 3.8.1 Employees may choose to retire anytime after having reached the age of fifty-five (55).

## **3.9 HOURS OF WORK**

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- 3.9.1 The Agency may provide service on a twenty-four (24) hour basis; therefore, all employees may be scheduled to work shifts as required.
- 3.9.2 The Agency will make a reasonable attempt to accommodate employee requests with consideration to seniority and the requirements of the service.
- 3.9.3 Employees may be required to work an equal number and variety of shifts.
- 3.9.4 Employees will normally work one hundred and forty (140) hours in each work period, unless working a 4/5 schedule or employed on a part time basis. Full time employees will not be scheduled to work for less than a six and one half (6.5) hour

shift. Part time employees will not be scheduled to work for less than a four (4) hour shift unless requested by the employee.

- 3.9.5 A shift of six and one half (6.5) hours or more shall include a half (½) hour unpaid lunch and two (2) paid fifteen (15) minute breaks. A shift of more than five (5) hours but less than six and one half (6.5) hours shall include one paid break and an unpaid lunch breaks. Persons working a four (4) hour shift shall receive one (1) paid fifteen (15) minute break.
- 3.9.6 When scheduling shifts for the twenty-four (24) hour service, the following minimum standards will apply to full time employees:
- a) No employee will be scheduled to work more than two (2) full weekends in each work period or four (4) weekend shifts in each work period.
  - b) No employee will be scheduled to work more than five (5) days in a row;
  - c) No employee other than an employee working steady overnight shifts, will work more than four (4) overnight shifts in each work period and no more than three (3) consecutive overnight shifts;
  - d) Employees not on steady overnight shifts who work two (2) or three (3) consecutive overnight shifts shall receive an equal number of days off immediately after;
  - e) No employee will be regularly scheduled to work more than **seven (7)** evening shifts in each work period, and a shift premium will be paid for all hours worked between 8:00 pm and 8:00 am;
  - f) There will be no split shifts.
  - g)
  - h) Employees will have two (2) days off in a row at least three (3) times in a work period;
  - i) No employee will be required to work alone on an overnight shift;
  - j) The Agency will forward the **primary** schedule to the Secretary of the Local and the schedule will be posted in a prominent place;
  - k) To accommodate safety concerns, taxi reimbursements of up to ten dollars (\$10.00) will be made available upon request when employees are required to leave the Agency after 10:00 pm and before 12:00 pm (midnight). A ten dollar (\$10.00) travel allowance will be provided when employees are required to leave the Agency between the hours of 12:00 pm (midnight) and 6:00 am.
  - l) Overnight shift refers to a ten (10) hour period from 9:00 pm to 8:00 am and includes a half (½) hour unpaid lunch and two (2) fifteen (15) minute paid breaks;
  - m) Nothing herein restricts an employee from switching shifts with another employee provided that the employee can fulfill the requirements of the position and the supervisor has been notified in advance and agrees.

- 3.9.7 For part time employees in a twenty-four (24) hour service, a schedule consists of a four (4)-week (twenty-eight [28] day) period. Scheduling guidelines follow:
- i) **Fourteen (14) days prior to the schedule being posted, part time employees will notify the agency of their availability to fulfill the minimum schedule requirements, and any additional shifts they would be available.**
  - ii) Employees need to be available to work a minimum of two (2) full weekends in **each four (4) week period and two (2) shifts during each week of the schedule;**
  - iii) The Agency will post the schedule to all employees not later than 5:00 pm of day twenty-one (21) of the current schedule;
  - iv) **A list of part time employees who will not be available to work during the coming schedule period shall be forwarded to the secretary of the Local Union with electronic version to the President of the Local;**
  - v) Every effort will be made to correct any errors before the new schedule period begins;
  - vi) Where an employee does not submit their requests by day **fourteen (14), they will be scheduled** according to the availability of shifts; and
  - vii) Once the schedule has been approved, it will not be changed except by mutual agreement between the Agency, and the employees.
  - viii) **It is understood that there is no guarantee that Findhelp will schedule an employee for all of the days/hours for which they have indicated they are available.**

- 3.9.8 The Agency agrees to implement a primary schedule for full time employees in the Inquiry Services Department in order to improve the scheduling of staff. The Agency reserves the right to amend a primary schedule where it determines that the staffing needs of the agency are not being met. If the primary schedule is to be amended by the Agency, it will provide the Union with at least two (2) months' notice. Full time employees will be scheduled one hundred forty (140) hours and full time 4/5<sup>th</sup> one hundred twelve (112) hours.

Prior to implementation of any new or amended primary schedule, the Agency will meet with the Union Executive to ensure that all standards contained in Article 3.9 of this agreement are met within the primary schedule.

- 3.9.9 **The primary schedule will consist of a revolving twenty-eight (28) day work period. In order to implement the schedule each employee shall select a fixed shift line on the schedule in order of seniority with the following exceptions:**
- a) Employee requiring accommodation shall be placed on a line that meets their verifiable medical restrictions, subject to the requirements of the service.
  - b) Employee currently working a 4/5<sup>th</sup>s position shall select a 4/5<sup>th</sup>s line in order of seniority.

- c) The French speaking employees shall select from those lines specified as French lines in order of seniority.
  - d) **Employees under Coordinator classification shall select from those lines specified as Coordinator lines in order of seniority.**
- 3.9.10 If a vacant line becomes available that the Agency intends to fill with a full-time employee, the schedule will be reposted and selection will be on the basis of seniority subject to the selection process in 3.9.9, except that employees in 4/5 positions may select a fixed shift line of one-hundred and forty (140) hours.
- 3.9.11 When the employer needs to make amendments to any shift line, the employer will make every reasonable effort to consult any of all affected employees prior to the schedule being posted.
- It is understood that communication through staff's Findhelp email accounts is considered acceptable. It is further agreed that staff are expected to reply to any such communications within twenty-four (24) hours if they have any concerns related to the change in schedule.
- 3.9.12 There must be at least twelve (12) hours between the end of one shift and the beginning of the next for each individual employee.
- Nothing herein would restrict an employee from working less than twelve (12) hours between the end of one shift and the beginning of another shift on a mutual consent basis obtained in advance in writing from the immediate supervisor.
- 3.9.13 Nothing herein would restrict an employee from working additional hours/shifts on a mutual consent basis obtained in advance in writing from the immediate supervisor.
- 3.9.14 Nothing herein would restrict any employee from arranging to work extended shifts on a mutual consent basis obtained in advance in writing from the immediate supervisor.
- 3.9.15 Nothing herein would restrict any employee from arranging to work from home on a mutual consent basis. The request must be made in advance in writing, and consent must be obtained in writing. **Where the Agency has agreed to such an arrangement, the Agency will provide the employee with the necessary computer equipment and headset. The Agency's Remote Work Policy, as amended from time to time, will apply to all work from home arrangements.**
- 3.9.16 In the event an employee voluntarily covers an overnight shift for which they were not scheduled, they will be compensated at regular pay for any hours they would lose as a result of working that overnight shift.

### **3.10 PERSONNEL RECORDS**

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- 3.10.1 Employees have the right to have access to and to copy their own personnel records in the presence of the immediate supervisor provided an appropriate time and place have been established with the employee's immediate supervisor.
- Personnel records may be reviewed during performance appraisals at the employee's request.
- 3.10.2 The Agency undertakes to withdraw written records of reprimand or suspension fifteen (15) months subsequent to the relevant occurrence, if no further written records of reprimand or suspension have been added.
- 3.10.3 Access to an employee's personnel records for the purpose of review will be restricted to the department manager, immediate supervisor and the executive director, except in the case of an employee applying for a position in another division. In that case, manager of the other department will also have access.

### **3.11 CONFIRMATION OF EMPLOYMENT**

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- 3.11.1 The Agency, on request of an employee, shall supply a confirmation letter of employment within five (5) business days. The letter will contain only the employee's length of employment, job classification and description, and a brief description of the work of the Agency. The confirmation letter will be printed on the Agency's letterhead.
- 3.11.2 A copy of the Confirmation of Employment will be placed in the employee's file.

### **3.12 PAY SCHEDULE**

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- 3.12.1 The pay period is two (2) consecutive weeks (fourteen [14] days) beginning on the first (1<sup>st</sup>) Monday of the work period at 12:01 am and ending on the second Sunday at 12:00 midnight.

## 4 SALARIES AND BENEFITS

### 4.1 SALARIES

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#### 4.1.1 GRADUATED SALARY SCALE

- a) A graduated salary scale exists for each position at the Agency. Depending on skills, including language skills, an employee may be hired at any step on the salary scale.
- b) It is understood that the employee would be raised to the next pay increment after the required amount of hours in each increment according to the schedule below, regardless of the step (s)he started from.

<b>FULL TIME STATUS</b>	<b>PART-TIME STATUS</b>
<b>Increment 1 –up to 910 hours</b>	<b>Increment 1 —up to 910 hours</b>
<b>Increment 2 – 910 hours to 1820 hours</b>	<b>Increment 2 — 910 hours</b>
<b>Increment 3 – 1820 hours</b>	<b>Increment 3 — 910 hours</b>
<b>Increment 4 – 1820 hours</b>	<b>Increment 4 — 910 hours</b>

**Current employees affected will move to the new step on the date of ratification.**

- 4.1.2 The salary scale effective April 1, 2023 to March 31, 2026 is contained in Appendix B.

Increases to wage rates over the life of the agreement are applied to meet the Agency's pay equity obligations and do not prejudice any further Union rights in accordance with pay equity legislation.

- 4.1.3 Where an employee is required to work on a public holiday as defined in Article 4.6.1, the employee shall be paid at one and one half (1.5) times their base rate for all hours worked on the actual holiday. In addition, the employee shall receive one (1) hour of lieu time for every hour worked on the actual holiday. Lieu time may be accumulated and scheduled at a time mutually agreeable to the employee and immediate supervisor.

Lieu time must be taken within one hundred eighty (180) days of the date that the lieu time was credited. Agreement on scheduling lieu time will not be unreasonably withheld.

#### 4.1.4 LONGEVITY PREMIUM

In recognition of the principle that a long service employee is of increased value to the Agency through acquired knowledge and experience, the Agency agrees to pay a Longevity Premium in accordance with the following:

- a) **After five (5) years or more of service, an additional twenty-five (\$0.25) per hour;**
- b) After ten (10) years or more of service, an additional fifty cents (\$0.50) per hour;
- c) After fifteen (15) years or more of service, an additional seventy-five cents (\$0.75) per hour; and
- d) After twenty (20) years or more of service, an additional one dollar (\$1.00) per hour.

This premium will not be applied to overtime.

## 4.2 SHIFT PREMIUM

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4.2.1 A shift premium of one dollar fifty cents (\$1.50) per hour for all hours worked between 8:00 pm and 8:00 am will be paid without application of overtime rates or other premium.

#### 4.2.2 BILINGUAL PREMIUM

**An additional shift premium of \$0.30 per hour will be paid to those employees that work in a designated bilingual French/English position for all hours worked.**

## 4.3 OVERTIME RATES

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4.3.1 Overtime is any time worked in excess of seven (7) hours per shift and is paid at a rate of time and a half (1½ x). This does not apply to employees who either voluntarily work over seven (7) hours per shift as is their privilege as part of Flexible Time or who need to complete hours within a work period in accordance with Article 3.9.8 as is the practice in Inquiry Services. Overtime can only be worked with the prior written approval of the immediate supervisor.

4.3.2 Notwithstanding 4.3.1, employees called in and required to work outside their regularly scheduled hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. On call hours shall be paid at overtime rates of time and one half (1½ x).

4.3.3 Notwithstanding 4.3.1, an employee working a ten (10) hour shift as stipulated in Article 3.9.6 k) shall be entitled to overtime after ten (10) hours.

4.3.4 Notwithstanding 4.3.1, full time employees who work less than one hundred and forty (140) hours per work period shall be entitled to overtime for hours worked in excess of their regular schedule.

#### 4.3.5 **Payment for Expenses**

**In the event an employee is asked by the Employer to stay past the end of their shift or to stay until the employee is relieved, the employee will be reimbursed for all parking and other travel expenses incurred as a result of working this extra time in accordance with the travel policy.**

## 4.4 **ON CALL COMPENSATION**

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### 4.4.1 **INQUIRY SERVICES**

- a) Inquiry Services employees will be scheduled for on-call duties not more than once in a four (4) week schedule, except in emergency circumstances or at the specific request of an employee. The current on call hours will extend for twenty-four (24) hours on Saturday, Sunday and Statutory Holidays, commencing at 8:00 am. Should the Agency require a change in the existing on-call hours, a written agreement with the Union shall be made within a minimum of thirty (30) days.
- b) The Agency is responsible for on-call scheduling. However, if a team member requires a change in the arranged on-call schedule for other than sick leave or vacation, the team member will arrange coverage and notify the immediate supervisor.
- c) Compensation:
  - i) On-call employees shall respond within thirty (30) minutes of notification. If the employee is required to attend the Agency's premises immediately, a cab may be used and expensed with the approval of the immediate supervisor.
  - ii) On-call employees will be compensated at a flat rate of **thirty-five dollars (\$35.00)** per shift, payable on the next pay period. Employees will be compensated this amount whether they are called in or not.
  - iii) Employees will be paid a minimum of three (3) hours when they are called in.
  - iv) Overtime rates of time and one half (1½ x) for hours worked when called in will apply.
- d) Nothing in this Agreement requires the Agency to schedule on-call time.

#### 4.4.2 INFORMATION TECHNOLOGY

Based on an established rotating schedule, on-call hours will be equally distributed between all team members. On-call hours will be based on blocks of seven (7) days with no more than one weekend per month, except in emergency circumstances. The on-call rotation will be drawn up on a quarterly basis and distributed to the IT staff members. Team members are expected to be on-call once per month. For the purpose of vacation coverage, employees will be requested to cover additional hours. On-call hours will be from 6:00 pm to 8:00 am weekdays and 8:00 am to 10:00 pm on weekends.

The Agency will provide cross training and support documentation to enable each team member to support the system on a rudimentary level. Details of operational and escalation procedures will be prepared by the manager and communicated to the team.

The Agency is responsible for on-call scheduling. However, if a team member requires a change in the arranged on-call schedule for other than sick leave or vacation, the team member will arrange coverage and notify the immediate supervisor. Every effort will be made to rectify the problem without contacting a staff member on vacation, although this may be exercised as a final option.

- d) On-call employees will be available by mobile device provided by the Agency, responding within fifteen (15) minutes of notification.
- e) The supervisor will be notified only if on-site support is required, or if service provision is interrupted.
- f) If on-site support is required, the on-call employee must arrive within a reasonable travel time. In critical situations a cab may be used and expensed with the approval of the supervisor.
- g) If after reasonable efforts by the on-call employee they have not been able to contact the supervisor, the on-call employee will determine whether on-site support is required.

- h) Compensation:
  - i) If required to offer support by phone, email or through any other electronic device during the on-call period, employees will be paid a minimum of two (2) hours regular pay. Every effort will be made to rectify the problem remotely.
  - ii) On-call employees will be compensated at a flat rate of **thirty-five dollars (\$35.00) per shift**, payable on the next pay period. Employees will be compensated this amount whether they are called or not.
  - iii) Employees will be paid a minimum of three (3) hours when they are required to provide on-site support.
  - iv) Overtime rates of time and one half (1½ x) for hours worked when providing on-site support will apply.
  - i) Nothing in this Agreement requires the Agency to schedule on-call time.

## 4.5 VACATIONS

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- 4.5.1 Each employee who regularly works one hundred and forty (140) hours in each work period shall be eligible for vacation with pay on the following basis:
  - a) For the first **five(5)** years of continuous services, ten-point eight (10.8) hours per four (4) week pay period or one hundred and forty-point four (140.4) hours per year;
  - b) After **five (5)** years of continuous services, thirteen-point five (13.5) hours per four (4) week pay period or one hundred and seventy-five-point five (175.5) hours per year.
  - c) After **twenty (20)** years of continuous services, sixteen-point one five (16.15) hours per four (4) week pay period or two hundred and ten hours (210) per year.
- 4.5.2 Employees who regularly work less than one hundred and forty (140) hours in each work period, except staff who receive eighteen-point twenty-five percent (18.25%) in lieu of benefits, will receive vacation credits prorated to hours worked.
- 4.5.3 Employees who begin employment other than on the first (1<sup>st</sup>) day of a work period will receive vacation credits prorated to hours worked for that work period.
- 4.5.4 Regular employees will be eligible to take their vacation entitlement after completion of their probationary period.

#### 4.5.5 VACATION TAKEN IN YEAR EARNED

Vacation must be taken in the year it is earned, with the exception of seventy (70) hours of accumulated vacation time which may be carried forward and used in the following year. **An employee may carry over greater than seventy (70) hours with written permission from their Supervisor.**

If an employee wishes to take vacation beyond the amount of vacation time accumulated they may take up to two (2) weeks seventy (70) hours of vacation in advance. If the employee subsequently leaves the employ of the Agency before such time has been accumulated, the amount owing will be deducted from their final pay cheque.

#### 4.5.6 VACATION REQUEST

Vacations will be scheduled taking into account the following:

- a) The requirements of providing adequate staff coverage for all shifts.
- b) The objective of providing as many employees as possible with preferred vacation times with particular consideration to equal access to vacation time during July, August and the Christmas period of December 20<sup>th</sup> to January 6<sup>th</sup>. No employee shall be granted more than four (4) weeks total vacation during those periods until all other vacation requests have been granted.
- c) Extended vacation leave will be granted keeping in mind the needs of the Agency.
- d) Request for vacations for the period of one (1) week prior to July 1<sup>st</sup> to one (1) week after the day designated as Labour Day must be submitted in writing by March 1<sup>st</sup> and response shall be posted by March 22<sup>nd</sup>. Request for the Christmas period shall be submitted in writing by September 15<sup>th</sup> and a response posted by October 7<sup>th</sup>.
- e) Where conflicts exist, preference in vacation shall be by seniority for all requests submitted by the deadline stated above. If there are conflicts, before the Agency moves down the seniority list, the supervisor shall immediately advise the employee in writing, in person or by phone to ensure that every reasonable effort has been made for the employee to be notified of the conflict. The employee shall be invited to submit an alternate request within forty-eight (48) hours of the notice being given.
- f) Requests for vacation during the balance of the year shall be submitted in writing and approved on a first-come first-serve basis and responded to in writing within seven (7) calendar days of receipt. When a conflict occurs due to multiple requests received on the same day, the decision shall be awarded by seniority. If no response is received, the employee shall assume that the vacation request has been accepted.
- g) No vacation request will be unreasonably denied

- 4.5.7 Employees who have completed probation wishing to extend their vacation period beyond their accrued entitlement may be given a leave of absence without pay at the discretion of the Agency. If a designated holiday falls within this period, payment will be subject to related legislation.
- 4.5.8 The Agency will not adopt a policy of restricting the length of vacations subject to Article 4.5.6 above.

## 4.6 PAID HOLIDAYS

- 4.6.1 The following paid holidays shall be granted to all permanent employees, on a prorated basis if they are not full-time and do not receive eighteen-point twenty-five percent (18.25%) in lieu of benefits:

<b>Statutory / Public Holidays (ESA)</b>		
New Years Day	Canada Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Family Day

<b>Non-Statutory / Non-Public Holidays</b>
Easter Monday
Civic Holiday
Two (2) "Float" Days

- 4.6.2 Employees who regularly work from eighty (80) to one hundred and forty (140) hours in each period will receive paid holiday credits prorated to hours worked.

- 4.6.3 When a paid holiday falls on a regular day off, or a Saturday or Sunday, alternate days off in lieu may be arranged with the immediate supervisor on a mutual consent basis. Lieu days may be accumulated and scheduled at a time mutually agreeable to the employee and the immediate supervisor.

Lieu time must be taken within one hundred eighty (180) days of the date that the lieu time was credited. Agreement on scheduling lieu time will not be unreasonably withheld.

Part time employees who work on holidays defined in Article 4.6.1, shall be paid at the rate of one and a half (1½ x) their base rate for such time worked.

- 4.6.4 Employees who regularly work one hundred forty (140) hours per work period will receive two (2) seven (7) hour float days per year. Employees who regularly work from eighty (80) to one hundred and forty (140) hours in each period will receive a pro-rated number of hours. Float days (or hours) are discretionary paid holidays.

Float days (or hours) will be granted on April 1<sup>st</sup> of each year based on employees completing a full year of active service in the prior year. Employees who did not complete a full year of active service before April 1<sup>st</sup> (for example, because they were on a leave of absence without pay, LTD, or they began employment in the course of previous year) will be credited with a pro-rated number of hours based on the time they worked in the previous year prior to April 1<sup>st</sup>.

- 4.6.5 a) The Agency will continue its current practice in regard to religious holidays, i.e. the employee may work another day in lieu of the religious/cultural holiday. If it is not possible to work another day in lieu of the religious/cultural holiday, the holiday will be taken from float days or hours, accumulated lieu time, vacation time or an unpaid leave of absence.
- b) Alternatively, if an employee does not have the necessary amount of accumulated lieu time, (s)he may receive a paid leave of absence for the holiday with the understanding that the time will be made up in hours worked by the end of the following pay period.

## **4.7 SICK LEAVE**

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- 4.7.1 Employees working one hundred forty (140) hours in each work period will accumulate nine-point seven (9.7) hours of sick leave credit based on a one hundred forty (140) hour work period, to a cumulative total of six hundred thirty (630) hours, i.e. ninety (90) days.
- 4.7.2 Employees working eighty (80) to one hundred thirty-nine (139) hours per work period will receive sick leave prorated to hours worked.
- 4.7.3 An employee who begins work other than on the first (1<sup>st</sup>) day of a work period will receive sick leave credits prorated to hours worked for that period.
- 4.7.4 Sick leave may be used as soon as it is earned.
- 4.7.5 Sick leave may be used for personal illness, as well as medical and dental appointments. The immediate supervisor shall be notified in writing of the medical appointment prior to the proposed appointment, stating the date and time.
- 4.7.6 Sick leave may be used to provide care or support in cases of emergency or serious illness for an employee's loved one. Employees may be required to furnish evidence of an entitlement to Family Medical Leave or Emergency Leave or Family Caregiver under the Employment Standards Act.
- 4.7.7 A supervisor may require an employee who takes a sick leave because of personal illness, injury or medical emergency to provide evidence reasonable in the

circumstances that the employee is entitled to the leave. The evidence may be from a health practitioner such as a doctor, nurse practitioner or psychologist.

However, the employer can ask only for the following information:

- the duration or expected duration of the absence
- the date the employee was seen by a health care professional
- whether the patient was examined in person by the health care professional issuing the note
- restriction and limitations, if any
- the signature of the health practitioner providing the note

Employers cannot ask for information about the diagnosis or treatment of the employee's medical condition. Expenses incurred in obtaining a medical certificate will be reimbursed in full by the Agency.

- 4.7.8 In the case of an employee not having accumulated any sick leave or who has used all available time, the employee may request an advance of up to ten (10) days additional sick leave, to be given at the discretion of the executive director providing there is a reasonable expectation of an employee returning to employment at the Agency.

## **4.8 BENEFIT PLAN**

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- 4.8.1 The Agency participates in a group insurance benefit plan through the United Way Toronto. All eligible employees are enrolled in the plan, after they have successfully completed three (3) months of probation unless they can demonstrate similar coverage through a different source. At the time of enrollment each employee will receive detailed information about the plan.

In the event the Agency provides a group insurance benefit plan other than through the United Way Toronto. The Agency shall provide an insurance benefit plan equal to, or greater than the current group insurance benefit plan.

- 4.8.2 Employees who receive eighteen-point twenty-five percent (18.25%) in lieu of benefits pursuant to article 4.8.4 are not entitled to participate in the plan.

### **4.8.3 ELEMENTS OF THE PLAN**

- a) The basic elements of the plan follow and the premiums are cost-shared between the Agency and the individual employee:

ELEMENT	AGENCY	EMPLOYEE
Basic Life Insurance	75%	25%
Optional Life Insurance	n/a	100%
Vision Care**	75%	25%
Semi-Private Hospital	75%	25%
Medi-pack	75%	25%
Group Dental	75%	25%
Long Term Disability	100%	n/a

\*\* Vision Care: Four hundred dollars (\$400.00) every two (2) years

\*\* Dental Care: Seventeen hundred fifty dollars (\$1750.00) every year.

**Note:** Chiropractic benefit may be claimed from dollar number one.

- b) This cost-sharing arrangement assumes employees regularly working between eighty (80) to one hundred forty (140) hours in each work period.

4.8.4 The following employees will receive an amount equal to eighteen-point twenty-five percent (18.25%) of wages in each pay in lieu of all benefits inclusive of pension, float days, paid holidays and vacation pay:

- i) Employees who regularly work less than eighty (80) hours per period;
- ii) Temporary employees whose term of employment with the Agency is expected to be less than one thousand eight hundred and twenty (1820) hours in total.

It is understood the employee's base rate does not include the eighteen-point twenty-five percent (18.25%) which is compensation in lieu of the above benefits. This add on payment is therefore not included for the purpose of computing overtime or other premium payments, including pension contributions.

It is also understood that the four percent (4%) contribution the employer makes toward the employee's pension is deducted from the eighteen-point twenty-five percent (18.25%).

4.8.5 In accordance with Article 3.1.2 (Human Rights), the Agency will extend benefits to same-sex families in the following manner:

Where an employee is able to show that a same sex spouse or the children of a same sex spouse would qualify for enrolment in the Benefit Plan under the same criteria imposed on opposite sex families.

## **4.9 PENSION PLAN**

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

4.9.1 “Plan” means Multi-Sector Pension Plan

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

- a) The straight time component of hours worked on a holiday; and
- b) Holiday pay, for the hours not worked; and
- c) Vacation pay; and
- d) Sick pay paid directly by the Employer (but not short time indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace;
- e) Any paid leaves of absence; and

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

“Eligible Employee” means all employees in the bargaining unit, who have completed five hundred (500) hours of employment.

4.9.2 Commencing January 1<sup>st</sup>, 2012 each Eligible Employee shall contribute for each pay period an amount equal to two percent (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 four percent (4%) of Applicable Wages to the Plan.

4.9.3 Employees on an unpaid leave of absence under the Employment Standards Act, 2000 may continue to participate in the pension plan by paying their contribution for the period of the leave. In such cases the Employer will continue to make its contributions to the pension plan.

4.9.4 Employees on an unpaid leave of absence other than a leave under the Employment Standards Act, 2000 may elect to make self-contributions in accordance with the terms of the plan. The Employer will not make any contributions on the employee’s behalf during the period of the leave.

4.9.5 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.

- 4.9.6 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act, R.S.O. 1990, CH. P-8*, as amended and *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employer by Article 4.9.6 of the agreement include:

To be Provided Once Only at Plan Commencement:

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

To be Provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable Earnings
- Year to Date pension contributions
- Employer portion or arrears owing due to error, or late enrolment by the Employer

To be provided initially, and as status changes:

- Full address
- Termination date where applicable (MM/DD/YY)
- Marital Status

To be provided annually but no later than December 1<sup>st</sup>:

- Current complete address listing

- 4.9.7 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust 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.

## **ADDENDUM**

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

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan but, is required to contribute only the amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## **4.10 PROFESSIONAL DEVELOPMENT**

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- 4.10.1 The Agency encourages additional education for staff on an equitable basis. The Agency, within the limits of demands on staff time and budget, will exercise its discretion in granting such leaves and all conditions of the leave (salary, if any, fringe benefits, status on completion, et cetera) will be clearly stated in an exchange of correspondence with the employee.
- 4.10.2 Requests to participate in staff development activities must be made in writing to the immediate supervisor. Approval must be obtained prior to registering for the staff development activity. Depending on available resources as well as the staffing needs of the Agency, some financial support and/or time off from work may be granted.
- 4.10.3 The Agency may direct staff to participate in certain staff training or development activities at which time the Agency will pay one hundred percent (100%) of the fee. In addition, there will be no loss of pay for time spent in these activities.
- 4.10.4 Employees may refuse to participate in professional development activities outside of regularly scheduled hours.
- 4.10.5 Employees who work overnight positions will be offered the opportunity and may be required to participate in any Employer organized professional development activities on days, on the following basis:
- a) The employee will be provided with notice as soon as the Employer is aware of the training and where possible, not less than two (2) weeks notice will be provided;

- b) The Union will be advised at the same time as the employee;
- c) When an employee is removed from an overnight shift to attend training, the Employer will ensure coverage in accordance with the Collective Agreement.

#### **4.11 ALLIANCE OF INFORMATION AND REFERRAL SYSTEMS CERTIFICATION**

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- 4.11 All employees who successfully achieve AIRS Certified Resource Specialist (CRS) or Certified Information and Referral Specialist (CIRS) designation shall receive, a two hundred dollar (\$200.00) bonus.

## **5 IMPLEMENTATION**

### **5.1 DURATION**

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- 5.1.1 a) This Agreement will be effective from **April 1<sup>st</sup>, 2022 until March 31<sup>st</sup>, 2026**, and from year to year thereafter unless either party gives notice in writing within ninety (90) days of the anniversary date, in any year, of their desire to amend or terminate.
- b) All elements of this Agreement shall be effective April 1<sup>st</sup>, 2022.

### **5.2 NO STRIKE OR LOCK OUT**

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- 5.2.1 The Union agrees that there shall be no strike during the term of this Agreement and the Agency agrees that there shall be no lock out during the term of this Agreement.
- 5.2.2 The words "strike" and "lock out" shall be defined as in the Ontario Labour Relations Act.

### **5.3 COPIES OF THE AGREEMENT**

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- 5.3.1 The Agency and the Union agree that every employee should be familiar with the provision of this Agreement. Accordingly, the Agency will arrange for sufficient copies of the Collective Agreement with the cost to be shared equally by the Agency and the Union.

### **5.4 NOTICE OF CHANGE**

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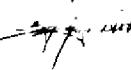

- 5.4.1 Either party desiring to propose changes to this Agreement shall, within the ninety (90) calendar days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fourteen (14) calendar days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

DATED AT TORONTO ONTARIO THIS 3 DAY OF APRIL, 2024.

FOR THE UNION:

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

FOR THE EMPLOYER:

  
\_\_\_\_\_  
*Christine Serrano*  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## ➤ **APPENDIX A | JOB CLASSIFICATION DESCRIPTIONS**

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The job descriptions were developed by the Joint Labour-Management (JLM) Committee.

Senior Information Officer

Senior Information Counsellor

Coordinator

## ➤ **SENIOR INFORMATION OFFICER**

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### DESCRIPTION

An employee at this level performs tasks in support of the Agency's projects and programs under the general direction of a manager or supervisor.

### FUNCTIONS

- Responsible for production/delivery of various data and print projects, and information systems
- Performs duties using technical skills to support services in a timely manner
- Responsible for the completion of project deliverables
- Maintains awareness of current professional literature, standards and techniques as well as trends in the social services field
- Responds to requests for assistance from staff or stakeholders
- Recommends the acquisition of different types of resource materials
- Performs other duties as required

### QUALIFICATIONS

- Ability to prioritize responsibilities and take initiative
- Ability to work independently and as part of a team
- Meticulous and able to pay very close attention to detail
- Excellent oral and written communication skills
- Excellent organizational and analytical skills
- Proficiency in computer and related technical skills

### PREFERRED EDUCATION BACKGROUND

Post secondary education in related field

DATE REVISED: MARCH 31, 2010

## ➤ **SENIOR INFORMATION COUNSELLOR**

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### DESCRIPTION

An employee at this level performs tasks under the general direction of the manager or supervisor and supports the coordinator(s) in achieving departmental goals.

### FUNCTIONS

- Responds to inquiries by providing information, guidance and/or referrals to the appropriate community resource
- Obtains necessary information from clients in order to accurately assess a request for information and determines the appropriate community, health, government, and/or human services
- Screens and assesses inquiries before transferring to colleagues and/or management
- Advocates on behalf of clients in cases of crisis and/or situations where clients are not able to access services themselves and seeks assistance from other Senior Information Counsellors and/or management when in doubt
- As needed, follows up on inquiries to ensure that clients have received adequate support and/or appropriate services as needed
- Provides regular monthly case studies on the various services that support management ad hoc reports, tracks calls and conducts caller surveys for social reporting as required by department
- Seeks to keep up to date with current community information
- Contributes to co-operative working relationships and takes initiative in team development
- Assists with the training and/or mentoring of staff
- Endeavours to keep current with legislation that affects the information and referral service e.g. child abuse
- Performs or assists with community outreach or presentations as defined by the agency
- Performs other duties as assigned

### QUALIFICATIONS

- Active listening and communication skills
- Ability to work quickly and accurately under pressure
- Adaptable to constantly changing service requirements
- Ability to work co-operatively within a team
- Ability to work with a diverse range of client groups

- Knowledge and understanding of community, social services and human services
- Sensitivity to cultural diversity, access and equity issues
- Advanced computer skills
- Proficiency in English and multilingual skills considered an asset

#### **PREFERRED EDUCATION BACKGROUND**

**Bachelor's degree with a major in social work, psychology or a related discipline; Social Service Worker Diploma and/or equivalent related work experience**

**DATE REVISED: MARCH 9, 2010**

## ➤ **COORDINATOR**

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### **DESCRIPTION**

An employee at this level performs tasks under the general direction of a manager or supervisor in support of the Agency's projects and programs.

### **FUNCTIONS**

- Coordinates staff availability to meet departmental needs
- Establishes and ensures that project timelines are met
- Oversees statistical and project reports
- Prepares invoices for manager's approval as needed
- Oversees the completion of project deliverables
- Conveys information related to deadlines and deliverables to coworkers
- Coaches and mentors team members
- Maintains external relationships as appropriate
- May Coordinate the work of external consultants and stakeholders
- Contributes knowledge and expertise to formulation of Agency's goals
- Performs other duties as required

### **QUALIFICATIONS**

- Leads through influence
- Superior time management skills
- Ability to take initiative
- Ability to coordinate multiple projects and deadlines
- Coaching skills
- Excellent problem solving and decision making skills
- Active listening and excellent oral and written communication skills
- Ability to establish and provide regular documentation and reports on project activities

### **PREFERRED EDUCATION BACKGROUND**

Post secondary education in related field

DATE REVISED: DECEMBER 14, 2009

➤ **APPENDIX B | SALARY SCALE**

Pay Equity obligations have been met, no wage adjustment necessary from April 1, 2017, and thereafter.

<b>SALARY SCALE April 1st, 2023, to March 31, 2024</b>					
<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Coordinator</b>	<b>Annual Salary</b>	<b>\$63,991.20</b>			
	<b>Base Rate</b>	<b>\$35.16</b>			
<b>Senior Information Officer Senior Information Counsellor</b>	<b>Annual Salary</b>	<b>\$53,307.80</b>	<b>\$54,763.80</b>	<b>\$56,911.40</b>	<b>\$58,786.00</b>
	<b>Base Rate</b>	<b>\$29.29</b>	<b>\$30.09</b>	<b>\$31.27</b>	<b>\$32.30</b>

➤ **APPENDIX B | SALARY SCALE**

<b>SALARY SCALE April 1st, 2024, to March 31, 2025</b>					
<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Coordinator</b>	<b>Annual Salary</b>	<b>\$65,447.20</b>			
	<b>Base Rate</b>	<b>\$35.96</b>			
<b>Senior Information Officer Senior Information Counsellor</b>	<b>Annual Salary</b>	<b>\$54,763.80</b>	<b>\$56,219.80</b>	<b>\$58,367.40</b>	<b>\$60,242.00</b>
	<b>Base Rate</b>	<b>\$30.09</b>	<b>\$30.89</b>	<b>\$32.07</b>	<b>\$33.10</b>

➤ **APPENDIX B | SALARY SCALE**

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<b>SALARY SCALE April 1st, 2025, to March 31, 2026</b>					
<b>Classification</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>Coordinator</b>	<b>Annual Salary</b>	<b>\$66,903.20</b>			
	<b>Base Rate</b>	<b>\$36.76</b>			
<b>Senior Information Officer</b> <b>Senior Information Counsellor</b>	<b>Annual Salary</b>	<b>\$56,219.80</b>	<b>\$57,675.80</b>	<b>\$59,823.40</b>	<b>\$61,698.00</b>
	<b>Base Rate</b>	<b>\$30.89</b>	<b>\$31.69</b>	<b>\$32.87</b>	<b>\$33.90</b>

## ➤ APPENDIX C | JOINT LABOUR MANAGEMENT COMMITTEE TERMS OF REFERENCE

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**MARCH 2004**

### 1 MANDATE

The Joint Labour Management Committee is established jointly by, and is responsible to, the Board of Directors of Findhelp Information Services (through their agent, the Executive Director) and CUPE Local 3173.

The Committee is responsible for making recommendations to the Union and to the Board of Directors with respect to labour management issues.

### 2 COMMITTEE COMPOSITION

#### 2.1 Membership

The Committee shall have equal representation and participation from the parties, consisting of four (4) representatives from the local Union and four (4) representatives from the Agency appointed by the Board of Directors' agent, the Executive Director.

#### 2.2 Alternate Members

Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent or unable to vote due to conflict of interest. Alternate members are encouraged to attend all meetings.

#### 2.3 Advisors

Either party to the agreement may invite advisors/participants to assist its representatives on the JLM Committee:

- a) Any such advisor is considered a guest and shall be entitled to voice but not to vote.
- b) Advisors shall not be considered to be members of the Committee.
- c) Either party may provide Notice of an advisor's attendance at any meeting, must be submitted to the Co-Chairs in writing at least twenty-four (24) hours before the meeting.
- d) The presence of the advisor will be formally announced on the Agenda and recorded in the minutes.

### 3 MEETINGS

#### 3.1 Frequency

The Committee will meet on an as-needed basis, but not less than quarterly. The Committee shall meet at a mutually agreed upon time and place.

#### 3.2 Notice

Each member shall receive notice along with the agenda for the meeting at least twenty-four (24) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place where feasible within seven (7) business days or as soon thereafter of the delivery of the notice to the other party's Co-Chairperson.

### **3.3 Co-Chairs**

The meeting will be co-chaired by the Executive Director and the CUPE Local 3173 President or their designates.

#### **3.3.1 Responsibilities of Co-Chairs**

- a) The chairing of Committee meetings.
- b) The scheduling of regular Committee meetings, which includes notification of appropriate supervisors for Committee members' attendance.
- c) Establishing the priority of matters to be acted upon by the Committee.
- d) Preparing the agenda and distributing it twenty-four (24) hours prior to the meeting date.
- e) Ensuring minutes of previous meetings are available for review by Committee members.

### **3.4 Secretariat**

- a) The Committee Secretary shall alternate between the co-chairs.
- b) The secretary is responsible for the distribution of minutes to the Committee Co-chairs.

### **3.5 Agenda**

- a) Agenda items are to be submitted to the Co-chairs forty-eight (48) hours prior to the meeting date with the exception of 3.2.
- b) The agenda will be circulated by the Co-chairs twenty-four (24) hours prior to the meeting date.
- c) Topics not on the agenda for a meeting will not be discussed but rather placed on the following meeting's agenda.
- d) Emergency items may be added to the agenda by mutual consent.

### **3.6 Quorum**

Quorum will be set at four (4) members; two (2) from each of Union and the Agency.

## **4**

### **RESPONSIBILITIES**

#### **4.1 Joint Gender-Neutral Job Evaluation Program**

The JLM Committee is responsible for carrying out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in the Joint Job Evaluation Policy pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 3173 and Findhelp Information Services.

## **4.2 Issues of Concern**

The JLM Committee shall:

- a) Identify and review labour/management issues of concern
- b) Seek to understand issues of concern
- c) Reach a shared understanding of issues
- d) Recommend procedures to remedy issues of concern

## **4.3 Communications**

The JLM Committee shall support positive labour/management communications throughout the Agency.

# **5 GUIDELINES**

## **5.1 General Guidelines**

- a) Policies and procedures will follow the legislation under which the Agency operates.
- b) The Committee shall have no authority to change, delete or modify any of the terms of the existing Collective Agreement.
- c) No specific grievances will be discussed and no bargaining will take place.
- d) Topics that could lead to grievances may be discussed.
- e) The Committee Terms of Reference, Meeting Agenda and Minutes in their final form (with the exclusion of in camera items) are to be posted.
- f) Recommendations from the JLM Meetings are not binding, except in the case of Job Evaluation. (See 5.3.b., Decision-Making).

## **5.2 Bargaining Unit Time Spent on Committee Work**

- a) The Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay, benefits and without loss of seniority for periods of time spent working on the Committee in accordance with FINDHELP/CUPE 3173 Collective Agreement Article 2.3.4 (b).
- b) Members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the Agency would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.

## **5.3 Decision-Making**

- a) Routine business decisions of the Committee shall be made by consensus.
- b) Job Evaluation and Job Rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 7 of the Joint Job Evaluation Policy.

- c) The Agency shall disclose to the Union any relevant information which is necessary to make informed and complete job evaluation and job rating decisions.
- d) In the event the JLM Committee is unable to make a decision on any matter relating to the interpretation, application or administration of the Joint Gender-Neutral Job Evaluation Program, disagreements shall be settled in accordance with Article 8 of the Joint Job Evaluation Policy attached hereto.

## 6 CONCLUSION

The parties hereto acknowledge the Terms of Reference may, from time to time, be reviewed and adapted in accordance with the recommendation of the members of the Joint Labour Management Committee.

## LETTER OF UNDERSTANDING #1

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173

(The Union)

### RE: STAFFING



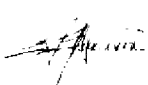
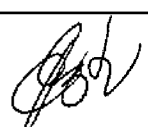
The Agency agrees to work towards the creation of a permanent new bilingual (English/French) position in Inquiry Services subject to the needs of the services.

It is understood that new hires into an overnight position will require training time on days in order to become sufficiently familiar with the operations to assume the overnight position. Such training will not extend beyond the employee's probationary period.

Persons who are hired into or accept an overnight position, once trained, may only select lines on the primary schedule that are overnight lines.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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## LETTER OF UNDERSTANDING #2

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173

(The Union)

### **RE: EMPLOYEES IMPACTED BY DOWNSIZING**

This Letter of Understanding will remain in force for the term of the Collective Agreement, including any period past the expiry date when the parties are negotiating a new Collective Agreement.

In order to address issues related to bargaining unit employees who may be impacted by any downsizing implemented by the Agency, the parties agree to the following terms and conditions:

### **FUNDING:**

In the event the Agency has reason to believe that any funding is being re-instated or that new funding and/or revenue may become available from any source, the Agency will notify the Union. The parties will meet as soon as possible to have a meaningful discussion regarding the use of such funding and/or revenue for the recall of bargaining unit employees who may be on lay off in accordance with Article 3.4.2.

### **NOTICE:**

In addition to the notice period provided for in Article 3.4.6 of the Collective Agreement, the Agency will notify the Union as soon as possible about any information, including loss of funding/revenue, that may result in a lay off of any bargaining unit employee.

### **JOINT DISCUSSIONS:**

1. The discussions provided for in the new 3.4.3 will commence as soon as possible after this notification;
2. In order for the Union to prepare for such discussions, the Agency agrees to provide the Union with all pertinent staffing and financial documents;
3. The discussions will include:
  - i) Review the status of funding and staffing in the Agency, including the organizational structure;
  - ii) Any plans by the Agency to change the organizational structure, including any change in job, identification of vacant positions, and positions that are expected to become vacant in the upcoming twelve (12) month period;

- iii) Identification of possible retraining needs of employees, including those who may be impacted by a lay off;
  - iv) In the event the Agency identifies positions for lay off, the basis on which the decision was made will be provided to the Union, including reduced volume of work, a reduction in funding, and/or any other rationale;
  - v) Any other suggestions by either party regarding how to mitigate a lay off scenario;
4. If, after discussions set out above, a loss of positions is still contemplated, the Agency agrees that it will not proceed with lay off notices until the parties have discussed the application of Article 3.4.2. For clarity, this language is not intended to change the meaning of Article 3.4.2, but the parties agree to abide by the process set out below. Both parties will make every effort to ensure this process is completed within three (3) weeks of the Agency providing notice to the Union.

This will include:

- i) The identification of the positions and classifications;
- ii) A process for identifying which employees in the classification that have the skills and abilities to do the work that will remain in the classification, by job;
- iii) A process for an individual discussion for every employee that might be affected.

Notwithstanding the language in the Collective Agreement, the parties will be empowered to reach agreements on a “without prejudice” and/or without precedent basis both on policy issues and individual issues.

#### **ARTICLE 3.7.5:**

Article 3.7.5 c) shall apply to any employee laid off for the first six (6) months of lay off, unless the employee is receiving health care benefits through another employer, it being agreed and understood that LTD and out of country coverage will not be included in such coverage.

#### **RECALL:**

If a bargaining unit job becomes available during the period this Letter of Understanding is in effect, the parties will meet to review a list of employees on lay off and review, in order of greatest seniority, if employees might have the necessary skills and abilities to perform the work. In the event the parties determine that an employee may have the skills and abilities to do the work available, an employee will be offered, in order of greatest seniority, an opportunity to demonstrate they can perform the work through a familiarization period of six (6) weeks. If it is determined by the Agency (with the understanding that such determination may be the subject of a grievance) that the employee can do the work, they will remain in the job. If it is determined the employee cannot perform the work, the work will be offered to the next person on lay off (if the parties have determined the person may have the ability and skills to perform the work).

For clarity, nothing in the above paragraphs overrides the right of the Union to file a grievance in the event agreement between the parties is not reached.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.


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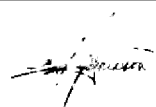
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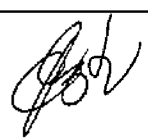
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## LETTER OF UNDERSTANDING #3

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Between

Findhelp Information Services  
(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173  
(The Union)

### RE: MANDATORY TRAINING


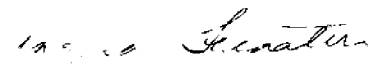
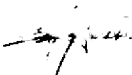

Notwithstanding Article 4.10.4, for mandatory or core training only, employees may be required to attend training outside of regularly scheduled hours. Employees may refuse, provided the Employer and employee can agree on a method that the employee can receive training within a reasonable amount of time thereafter.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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## LETTER OF UNDERSTANDING #4

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173

(The Union)

### **RE: INFORMATION TECHNOLOGY ON CALL**

Notwithstanding Article 4.4.2 of the Collective Agreement, to ensure technical support of the 24/7 services and taking into consideration the importance of life/work balance of employees, the parties agree to the following for the term of the Collective Agreement:


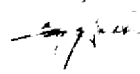

- 1) In the event an employee is required to offer technical support after 12:00 midnight, by phone, email or through any other electronic device or is required to provide on-site support, the employee will have the option of changing their start time the next day to a later time, in the event that they are scheduled to work the next day.
- 2) Notwithstanding Article 4.4.2 a), team members may be scheduled for on-call every second (2<sup>nd</sup>) weekend and on-call hours will be twenty-four (24) hours per day.
- 3) Notwithstanding Article 4.4.2 d), the Agency will not be required to provide a mobile device. The on-call employees covered by this Article, will provide a device and the Agency will provide them with a payment for any expenses they incurred when using their own device to provide technical support while they are scheduled on-call.
- 4) If, for any reason, to ensure that there is on-call coverage, one (1) employee might be required to be on-call for more than one (1) week at a time, the employee will have the right to decline the additional week and the Employer will provide the on-call services. As an example, this would include periods where one (1) employee was on vacation, sick leave, WSIB or any other kind of leave. In the event that an employee agrees to be on-call for more than one (1) week at a time, the compensation set out in Article 4.4.2 h) will apply. The parties agree that this provision is to address issues related to work/life balance and is agreed without prejudice or precedent to Article 1.3.3.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

FOR THE UNION:

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FOR THE EMPLOYER:

  
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*James Stratton*  
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## LETTER OF UNDERSTANDING #5

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173

(The Union)

### **RE: HEALTH AND SAFETY**

In recognition of our shared desire to continue to build a healthy and positive work environment, support productivity and enhance employee well-being, both parties are in agreement to prioritize the creation of strategies for issues prioritized by Local 3173 during collective bargaining.

In light of the committees already in place and formalized through the collective agreement, both parties agree to continue our joint commitment to leverage the Joint Health and Safety Committee (Article 2.3) and Joint Labour Management Committee (Article 2.3) to work towards improvements, monitor progress and raise new issues that may emerge over time.


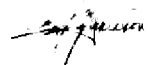
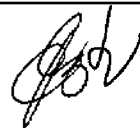
As such, the parties agree that within 6 months of the date of ratification of the collective agreement, the Joint Health and Safety Committee will:

1. Review the security of the physical workspace and discuss mutually agreed upon measures to ensure that the premises are secure.
2. Arrange for a third party acoustic sound assessment to determine noise levels and make recommendations, as required, to improve work conditions in Inquiry Services.
3. Arrange for an assessment of workstation set-up in Inquiry Services, to evaluate and recommend potential improvements that support productivity as well as employee well-being. This will include, but will not be limited to, consideration of reorganizing or modifying workspaces, and exploring suitable barriers between workstations. This may also include appropriate ergonomic accommodation for those who require it.
4. Review and make revisions and recommendations, as necessary, to the organization's Workplace Harassment Policy and Program, Workplace Violence Policy and Program and Business Continuity Plan for consideration of the Board of Directors, as required, ensuring that:
  - a. the workplace environment is respectful.
  - b. the risk of client related workplace violence is included in the policy reviews.
  - c. policies and plans link to and/or reference other relevant materials such as the provincial Service Excellence Network that address difficult clients.

5. Explore additional opportunities and recommendations that further enhance employee well-being in relation to dealing with difficult clients, including preparedness and feeling of support after an incident is flagged to management, and ensuring such flags are appropriately shared with affected employees.
6. Enhance staff understanding of the policies noted above, including their rights and protections under these policies.
7. Raise and establish a strategy for addressing further issues that may arise through this process.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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*James Scudder*  
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## LETTER OF UNDERSTANDING #6

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173

(The Union)

### **RE: EMPLOYMENT EQUITY PROGRAM**

The Employer and the Union agree to co-operate in jointly developing, implementing and monitoring an Employment Equity Program covering employees of the Centre. All components of the program will be jointly developed between the Employer and the Union.

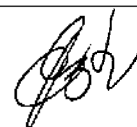
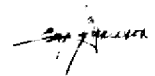
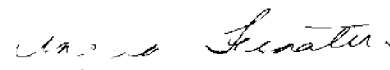
The intent of the program is to identify and implement plans to remove any barriers that may exist, and to develop a plan to correct any barriers that create disadvantages for persons from the groups set out below in accessing employment or any rights under the Collective Agreement. This will include the identification of unintentional systemic barriers.

The designated groups include Indigenous people, racialized people, 2SLGBTQIA+, gender diverse people, persons with disabilities and Women.

The committee will be started within three (3) months of the collective agreement being ratified.

The parties agree to meet within 120 days of ratification of the collective agreement to discuss the Employer's maintenance process for pay equity.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.



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## LETTER OF UNDERSTANDING #7

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173


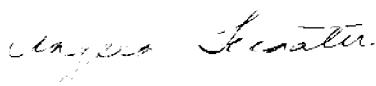
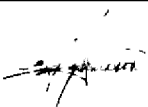
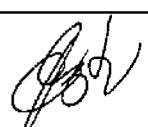
(The Union)

### **RE: TRANS AFFIRMING CARE**

In consultation, the Union and Findhelp will develop a policy to support employees in trans-affirming care.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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## LETTER OF UNDERSTANDING #8

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173

(The Union)

### RE: VACATION AND LIEU TIME PAYOUT REQUEST TRIAL

On a trial basis for the duration of the collective agreement, Findhelp will allow employees to request the payout of accrued lieu time, and up to two (2) weeks of vacation time. Provided the Employer has the financial resources to make the payments, the Employer will approve the request. The payout will be in the sole discretion of the Employer.



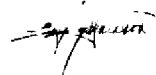
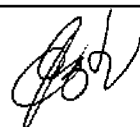
In order to be eligible for the payout of vacation, employees must have already taken their minimum annual vacation entitlement as required by the *Employment Standards Act, 2000*.

All payments are subject to required deductions and withholdings.

This Letter of Understanding will expire at the expiration of the collective agreement.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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## LETTER OF UNDERSTANDING #9

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173


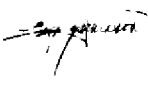
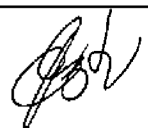
(The Union)

### RE: DISCUSSION OF HYBRID AND REMOTE WORK

The parties agree to discuss hybrid and remote work arrangements at the Joint Labour Management Committee.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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*Union Representative*  
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## LETTER OF UNDERSTANDING #10

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Between

Findhelp Information Services

(The Employer)

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3173


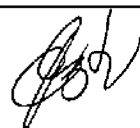
(The Union)

### RE: WORKLOAD DISCUSSION

Within 90 days following ratification, representatives of the Union and Management will meet to discuss workload issues. It will also be a standing item at labour management meetings.

DATED AT TORONTO ONTARIO THIS 20 DAY OF MARCH, 2024.

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*Union Representative*  
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