

# **COLLECTIVE AGREEMENT**

- between -

## **MADISON COMMUNITY SERVICES**

(HEREINAFTER REFERRED TO AS THE "THE EMPLOYER")

- and -

## **CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 3798-01**

(HEREINAFTER REFERRED TO AS "THE UNION")

### **EXPIRY DATE**

**31<sup>st</sup> May, 2025**

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## **ARTICLE 1 - PREAMBLE**

- 1.01** It is the purpose of both parties to this Agreement to establish and maintain harmonious relations; to recognize the mutual value of joint discussions and negotiations; to provide for the final and binding settlement of grievances and disputes; and to establish mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02** The parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03** All references to "supervisor" in this Agreement shall refer to Manager or Administrative Assistant (or their designate), as appropriate.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees in the Municipality of Metropolitan Toronto, save and except Managers, persons above the rank of Manager, and Administrative Assistant.
- 2.02** (a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit if such performance causes employees in the bargaining unit to work fewer than their regular hours of work or to be laid off.
- (b) The use of student placements to perform bargaining unit work shall not exceed the equivalent of one (1) full-time position during the calendar year, without the approval of the Union.
- 2.03** Contract employees may be hired for a specific term not to exceed eighteen (18) months, to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. disability, sick leave, or long term disability, or not to exceed twelve (12) months to work on a specific task or on a special project. Where a contract employee is filling in for an absent employee, the period of employment of such person shall not exceed the absentee's leave, except for a period not to exceed ten (10) working days upon mutual agreement of the Employer and the Union. The Employer will inform the Union of the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- 2.04** No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this collective agreement.

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- 2.05** The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.
- 2.06** Union Officers, Stewards and members of committees established under this Agreement shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, namely, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Management. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked, and paid at straight time.
- 2.07** The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement, provided that he/she advises the Employer of the reasons for her attendance and first obtains the permission of the Employer. Such permission shall not be unreasonably withheld.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01** The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation, sexual orientation, gender identity, sex, marital or parental status, family relationship, place of residence, disability or membership or activity in the Union, including any prohibited grounds in the Human Rights Code as amended from time to time.
- 3.02** The parties are committed to equity in the workplace so that no person is denied employment opportunities for reasons unrelated to ability to do the job. The parties agree that they shall discuss employment equity issues during the term of the Agreement at Labour-Management meetings.
- 3.03** Throughout the Agreement, it shall be acknowledged by all parties that whenever the feminine or masculine gender is used, it shall be considered to be reference to both genders. Where the singular is used it may also be deemed to mean the plural within the appropriate context.
- 3.04** All references to "spouse" in this Collective Agreement shall include common-law and/or same sex partner.

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## **ARTICLE 4 - UNION SECURITY**

- 4.01** The parties hereto agree to compulsory check-off of Union dues for all employees who come within the bargaining Unit. The amount to be deducted shall be the regular union dues as established by the Union, or assessments reviewed by the Union.
- 4.02** Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month.
- 4.03** Dues deductions shall be forwarded by the Employer to the National Secretary-Treasurer of the Union, along with a list of full-time and part-time members and the wages earned during the month by these members, with a copy to the Local Secretary-Treasurer.
- 4.04** The Employer will at the time of making each remittance also supply the Local Union with a statement showing names, addresses, phone numbers, personal emails (where known), and classifications of employees within the bargaining unit. Employees who do not want the Union to have their address and/or phone number shall notify the Employer of such in writing, copied to the Union.
- The statement will also indicate hirings, transfers, promotions, layoffs, recalls, resignations, retirements, deaths and terminations of employment.
- 4.05** When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.
- 4.06** (a) The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to conditions of employment set out in this Article.
- (b) The Employer agrees to provide a Union Steward with an opportunity to meet with new employees for a period of up to thirty (30) minutes, during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the employee's Manager, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.
- 4.07** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the Unit Chair of the bargaining unit with a copy to the Recording Secretary of the Union, as applicable.
- 4.08** The Employer shall place at the disposal of the Union, a bulletin board for Union purposes, in the main office. The Union may post documentation, which pertains to general information and interests to its members. The Executive Director may remove inappropriate material, which will be discussed at the next Labour/Management meeting.

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## **ARTICLE 5 - LABOUR MANAGEMENT RELATIONS**

### **7.01 Labour Management Committee**

- a) There shall be a Labour/Management Committee composed of three (3) Union representatives, one of whom shall be a steward, or designate, and three (3) Employer representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairperson of the meetings.
- b) The Committee will meet monthly, or less frequently if agreed between the parties, at a mutually agreed upon time and place to discuss issues relating to the workplace which affect the parties or bargaining unit employees. It is understood that the Committee will not discuss grievances or matters pertaining to negotiations.
- c) An agenda will be agreed upon by the Co-Chairpersons and will be submitted to all members of the Committee at least two (2) working days in advance of the meeting or if mutually agreeable to both parties, in less than two (2) working days. Matters shall be placed on the final agenda on agreement of the Co-chairpersons that they fall within the terms of reference of the Committee.
- d) The parties will alternate in providing a secretary to the Committee. Minutes of each meeting will be prepared and signed by the Co-chairpersons as soon as possible after the close of the meeting. Such minutes will be provided to Committee members within five (5) days of such meeting.

### **7.02 Stewards**

- a) The Employer recognizes the right of the Union to appoint or otherwise elect up to three (3) employees as Stewards.
- b) The Union shall notify the Employer in writing of the names of its Stewards. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

### **7.03 Bargaining Committee**

A Union Bargaining Committee will be elected or appointed consisting of not more than three (3) members of the bargaining unit. The Union will advise the Employer of the names of the Bargaining Committee members.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01** The Union recognizes that it is the exclusive right of the Employer, except as specifically limited by the provisions of this Agreement:

- (a) To maintain order, supervise, discipline, and maintain efficiency.

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- (b) To hire, assign, retire, transfer, classify, direct, lay off, recall, promote, demote and to discharge, suspend or otherwise discipline or terminate employees subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these rights;
  - (c) To determine job classifications, hours of work, work assignments, the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
  - (d) To make, alter and enforce reasonable policies to be observed by employees and which shall not be inconsistent with the provisions of this Agreement;
  - (e) To determine the nature, location and extent of its operations and their commencement, expansion, curtailment or discontinuance.

**6.02** The Employer agrees that in exercising its rights, as set out in Article 6.01 above it will not act in a manner that is inconsistent with the terms of this Agreement.

**6.03** The Employer will post new or revised policies one (1) month in advance of the policy coming into effect, with a copy sent to the Unit Chair of the local bargaining unit. The Employer will mail a copy of new or revised policies to each employee at their work email address. The Employer will provide training to ensure that employees understand and apply the policy to their day-to-day work. It is agreed and understood that legal requirements may require new policies to be immediately in effect.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

**7.01** The term "grievance" means a difference involving the interpretation, application, administration or alleged violation of this Agreement and the term "grievance procedure" includes the procedure provided for processing a grievance to arbitration. The employee who has filed a grievance shall have the right to be present at each step of the grievance procedure.

### **7.02** Complaint

If an employee has a complaint, it shall be discussed with their supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred, or the date the employee ought reasonably to have become aware of such circumstances. An employee presenting a complaint to their supervisor may be accompanied by a steward. Attempts at such informal settlement of complaints shall not exceed five (5) working days. In the event the complaint is not resolved, the steps of the grievance procedure may be invoked.

### **7.03** Step 1

Failing settlement at the complaint stage, the Union may submit the grievance in writing to the Executive Director within five (5) working days. The grievance shall be in writing on a grievance form and shall contain the nature of the grievance and the remedy sought.

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A meeting will be held within five (5) working days of submission of the grievance between the Executive Director and the Union. The Executive Director shall deliver the response in writing to the Union within five (5) working days of the date of the meeting.

**7.04 Step 2**

Failing a satisfactory settlement being reached in Step 1, the Union may decide to refer the dispute to arbitration not later than thirty (30) working days after the decision of the Executive Director has been received. If the request for arbitration is not given within thirty (30) working days, the grievance shall be deemed to have been abandoned. The parties, upon mutual agreement may refer the grievance to mediation prior to referring the dispute to arbitration.

**7.05** Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, the Union may submit a group grievance on behalf of such employees at Step 1. Such grievance shall then be processed within the framework of the grievance procedure.

**7.06 Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement (which would not normally be grieved by an individual employee) shall be originated at Step 1 within fifteen (15) working days after the circumstances giving rise to the complaint or grievance have occurred, or the date the Employer or the Union ought reasonably to have become aware of such circumstances.

**7.07** All settlements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

**7.08** (a) No matter may be submitted to arbitration, which has not been properly carried through the grievance procedure within the time specified, if the parties may extend the time limits in the grievance procedure by mutual agreement in writing or confirmed in writing.

(b) In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

(c) Prior to any grievance under this Collective Agreement being forwarded to Arbitration, the parties, if they mutually agree may submit the grievance to a mediator in an attempt to resolve the issue. When either party requests that any matter be submitted to Mediation, the request shall be in writing and shall contain the name of the party's nominee.

It is understood that the parties agree to share the costs associated with the mediator on a fifty-fifty (50-50) basis. It is understood that the parties will meet to create a list of agreed mediators within sixty (60) days of the ratification of this agreement.

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- 7.09** (a) When either party requests that any matter be submitted to arbitration, the request shall be in writing and shall contain the name of the party's nominee to the Board of Arbitration. The request must be made within thirty (30) working days of the decision at Step 1 of the grievance procedure. The recipient of the notice shall, within ten (10) working days thereafter, advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration. The two nominees shall select a third nominee to act as an impartial Chairperson of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairperson within ten (10) working days of their appointment, then either party may request the office of the Ministry of Labour to appoint the third member and Chairperson of the Board of Arbitration.
- (b) Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one half (1/2) of the expenses and fees of the Chairperson.
- (c) The decision of the majority and, where there is no majority the decision of the chairperson, shall be final and binding on both parties.
- (d) The Board shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify or amend any part of this Agreement.
- (e) The parties may agree to the use of a sole arbitrator and the provisions of this article shall then apply with any appropriate revisions.

## **ARTICLE 8 - NO STRIKES/NO LOCKOUTS**

- 8.01** The parties agree that there will be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

## **ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 9.01** No employee covered by this Agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.
- 9.02** An employee will have the right to have a steward present at any disciplinary meetings. The Employer shall advise the employee of this right in advance of the meeting.
- 9.03** Suspension or discharge may only be affected upon the authority of the Executive Director. Prior to the imposition of suspension or discharge, an employee shall be given the reason in writing, copied to the Union, unless she/he is a danger to herself/himself or others. In the case of other types

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of disciplinary action, the Employer will provide the employee with the reason in writing, copied to the Unit Chair of the local bargaining unit, at a meeting convened for such purpose.

- 9.04** In the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance.
- 9.05** Such grievance shall proceed directly to Step 1 of the grievance procedure and must be presented within ten (10) working days after notice of the discipline, suspension or discharge was given.

## **ARTICLE 10 – PERSONNEL FILES**

- 10.01** An employee shall, upon giving two (2) day's notice to the Executive Director, have access to and be allowed to review her/his personnel file. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. Upon written request, an employee shall have the right to make copies of any material contained in her/his personnel file.
- 10.02** No evidence from the employee's record, of which the employee has not been made aware, may be introduced as evidence in any hearing.
- 10.03** Any record of disciplinary action, including suspension, taken by the Employer will not remain in an employee's personnel file more than eighteen (18) months from the date of such disciplinary action being taken. It is agreed and understood that the employee must be discipline free for the eighteen (18) month period, prior to the discipline being removed from the employee's file.

## **ARTICLE 11 – SENIORITY**

- 11.01** The Seniority list shall list Full-time employees and included employee names, and seniority date. These employees will be ranked on the list in order of Anniversary Date unless they have adjusted seniority dates due to an application of the collective agreement. The Seniority list will include Part-time employees on the basis of hours worked (2080 hours = 1 full year). This list will contain employee names, anniversary date and seniority hours.
- 11.02** Seniority will operate on a bargaining unit wide basis.
- 11.03** The Employer will post a seniority list within thirty (30) days of ratification of this Agreement, showing the employee's current classification and the date when each employee's employment commenced. Where two (2) or more employees commence work on the same day, the more senior employee shall be determined by the date of application for employment.

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**11.04** An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

**11.01** An employee will not be placed on the seniority list until she/he has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and she/he will be credited with seniority equal to the probationary period.

## **ARTICLE 12 - LOSS OF SENIORITY**

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

- (a) Voluntary resignation, unless rescinded within two (2) working days;
- (b) An employee is discharged for just cause;
- (c) An employee is laid off for a period exceeding eighteen (18) months;
- (d) An employee is absent from work for three (3) or more working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer;
- (e) An employee fails to notify the Employer of an intention to return to work within three (3) working days of being notified of recall by registered mail or the employee fails to return to work within ten (10) working days after being notified of recall by registered mail (unless the employee is ill). Registered mail sent to an employee's most recent address on her/his employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee four (4) days after it was sent by the Employer. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number;
- (f) An employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer; or utilizes a leave of absence for purposes other than those for which a leave of absence was granted.

**12.02** (a) The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such employee shall have the right to return to her/his position in the bargaining unit for up to ninety (90) calendar days from the date of the transfer. Seniority will be reinstated upon return to bargaining unit employment, provided there has been no break in service with the Employer. Any other employee promoted or transferred as

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a result will also be returned to her/his former position and salary without loss of seniority.

- (b) Where an employee returns to a bargaining unit position after the ninety (90) calendar day period above but not more than twelve (12) months, their seniority as of the date of their transfer outside the bargaining unit will be reinstated. It is expressly understood that such an employee can only return to the bargaining unit by applying for a vacant position as an external applicant and they will not be credited with any seniority or service while outside the bargaining unit.

## **ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

- 13.01** In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy arises under Article 2.03, the Employer will post such positions internally within fourteen (14) days. Such positions shall be posted internally for a period of ten (10) working days. The Employer will also email a copy of the posting to all employees' work email addresses.
- 13.02** The posting will stipulate the classification, qualifications, and salary, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.
- 13.03** No outside advertisement for any bargaining unit vacancy shall be placed until the applications of present bargaining unit members have been fully considered and no bargaining unit employee has been awarded the position.
- 13.04** Where the Employer posts a vacancy, which is a lateral transfer for any employee(s) who apply, the senior applicant shall be appointed to the position. If the vacancy is not filled in accordance with this procedure, then it will be filled in accordance with Article 13.05. It is understood that vacancies shall be filled within fourteen (14) days of the closure of the job posting.
- 13.05** Applicants will be considered on the basis of (a) skill, ability and qualifications of the applicants to perform the job; and (b) the applicants' seniority. Where the factors in (a) are relatively equal, seniority will govern.
- 13.06** A successful applicant for a lateral transfer or promotion will be placed on a trial period for a period of twenty (20) working days. The applicant will become permanent in the position after the trial period unless she/he requests to return to her/his former position, or the Employer determines she/he is not suitable for the position, subject to the employee's right to grieve. In such instances, the employee shall be returned to her/his former position and salary without loss of seniority. Any other employee promoted or transferred as a result will also be returned to her/his former position and salary without loss of seniority.

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**13.07** The successful applicant shall be advised, in writing, of her/his appointment, with a copy to the Union.

## **ARTICLE 14 - PROBATION**

**14.01** A newly hired employee will be on probation until s/he has completed ninety (90) days of work. At the end of the probationary period, conditional on satisfactory performance, the employee shall be declared permanent in the position and their seniority shall be determined as of the date the employee started to work. The dismissal of an employee on probation shall be in the Employer's sole discretion. Probation may be extended upon mutual agreement of the parties.

**14.02** An employee shall have the right to be accompanied by a Union representative to meetings regarding probationary status.

**14.03** Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, other than Article 20 (RRSP) and Article 21 (Benefits). Employees must complete probation prior to being eligible for other internal positions unless it is a Part-time person applying for a Full-time position. It is agreed and understood Part-time employees will complete their full (60 day) probation.

## **ARTICLE 15 - LAYOFF AND RECALL**

**15.01** In the event of a proposed layoff or the elimination of a position within the bargaining unit, and prior to the Employer issuing individual layoff notices, the Employer shall provide at least thirty (30) calendar days advance notice to the Union, where it is reasonably able to do so. Following such notice, the Employer shall meet with the Union within ten (10) calendar days to discuss the reasons for such layoffs, and to provide pertinent staffing and financial information.

**15.02** The Employer agrees to provide to any bargaining unit employee who is to be laid off notice of layoff or payment in lieu of such notice in accordance with its obligations under Ontario *Employment Standards Act* The Employer will endeavour in all circumstances of layoff to provide additional written notice where possible.

**15.03** In the event of a layoff, employees shall be laid off in the reverse order of their seniority within their classification.

**15.04** An employee who is to be laid off may elect to take up to five (5) paid working days during the notice period to actively seek alternate employment. Such days shall be taken at a time mutually agreed upon by the employee and their supervisor.

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- 15.05** Employees shall continue to accumulate seniority while on lay-off, subject to Article 12.01(c).
- 15.06** Employees on layoff shall be given preference for temporary vacancies, for which they are qualified, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 15.07** No full-time employee shall be laid off by reason of her/his duties being assigned to one or more part-time employees. It is agreed and understood that no Part-time employee may bump into a Full-time position.
- 15.08** Employees shall be recalled to available openings, in order of seniority, provided they have the ability, after a familiarization period of fifteen (15) days, to meet the normal requirements of the job. The posting procedure shall not apply until those laid off have been given the opportunity of recall.
- 15.09** In determining the ability of an employee to perform the work for the purposes of this Article, the Employer shall not act in an arbitrary or unfair manner.
- 15.10** No new employees may be hired into a position until all those laid off have been given the opportunity of recall.
- 15.11** Grievances concerning layoff and recall shall be initiated at Step 1 of the grievance procedure.
- 15.12** The Employer shall notify and update the Union on a monthly basis of any employee(s) on recall and the status of such recall.
- 15.13** In the event of a layoff of an employee, the Employer shall pay its share of insured premiums up to the end of the month in which the layoff occurs.

## **ARTICLE 16 - HOURS OF WORK**

- 16.01** The regular work week shall be forty (40) hours for full-time employees.
- 16.02** Part-time employees shall not be regularly scheduled to work more than twenty-four (24) hours per week.

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**16.03** Work schedules shall be determined by the Employer and will be posted on a regular basis. Any request for a change to a particular work schedule must be submitted to the Employer in writing. Approval in each instance shall be based on meeting the needs of the Employer.

**16.04** An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and one paid sixty (60) minute meal period in an eight (8) hour work schedule.

**16.05** An employee who is required to do work scheduled, shall not work more than two (2) nights/evenings in a seven (7) day period unless otherwise agreed upon by the Manager, and will have a rest period of fifteen (15) hours between work scheduled, unless otherwise agreed upon by the Manager.

**16.06** Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.

## **ARTICLE 17 - OVERTIME**

**17.01** Employees who work more than forty (40) hours and up to forty-four (44) hours in a week shall be entitled to compensatory time off at a rate of time and one half for each authorized hour worked.

**17.02** Employees who work more than forty-four (44) hours in a week shall be compensated on the following basis:

**17.03** If the employee so elects, she/he shall be entitled to compensatory time off at a rate of time and one half for each authorized hour worked in excess of forty-four (44) hours in a week; or

**17.04** Alternatively, an employee may elect to be compensated at time and one half of the employee's regular straight time hourly rate for each authorized hour worked in excess of forty-four (44) hours in a week.

**17.05** Call Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next shift, they shall receive a minimum of two (2) hours of work, or two (2) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings.

- Employees may accumulate compensatory time up to a maximum of forty (40) hours at any given time. Compensatory time off shall be taken at a time mutually agreed in advance between the employee and the Manager.

## **ARTICLE 18 - LEAVES OF ABSENCE**

**18.01** General Leave of Absence

Leave of absence without pay for legitimate personal reasons may be granted at the

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discretion of the Employer upon written request by the employee. Employees, when requesting such leave, must indicate the reason for the leave of absence, the date of departure and the date of return and must copy the Union. The Employer shall reply to the request in writing and shall copy the Union. The granting of such leave shall not be unreasonably denied. It is agreed and understood that when an employee is on a general leave, seniority, vacation and sick time shall not accrue.

#### **18.02 Paid Leave of Absence**

It is understood that employees who are on approved leaves of absence with pay from the Employer shall retain and accumulate seniority, and shall be eligible for benefits as provided in this Agreement.

#### **18.03 Union Leave of Absence**

**7.10** Leave of Absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, of forty-five (45) days during each calendar year of this Agreement, if such leave can be arranged without undue disruption to the normal operations and services provided by the Employer. The granting of such leave shall not be unreasonably denied and will be subject to the following conditions:

- (i) A written request from the Union must be made to the Employer at least two (2) weeks prior to the date of the Union's function;
- (ii) The Employees' wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the Employee who is granted leave. It is understood that seniority shall continue to accumulate.

**7.11** In the event that the President and/or Vice-President of Local 3798 is elected from amongst the bargaining unit employees of Madison Community Services, the Employer agrees to grant an additional **thirty-five (35)** days in any one (1) year for the so elected President, in addition to those days listed in b) above, in each year of this agreement, provided that such leave will not unreasonably interfere with the Employer's operations

#### **18.04 Pregnancy Leave**

(a) Whenever the word "parent" is used in this section of the Agreement in relation to pregnancy leave or parental leave, "parent" is deemed to include a person with whom a child is placed for adoption and a person who is in a permanent relationship with a parent of a child and who intends to treat the child as his or her own.

(b) Except where amended in this Article, pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, as amended from time to time. The service requirement for eligibility for pregnancy leave shall be thirteen

(13) weeks of continuous service.

(c) The employee shall give written notification of her request for leave together with her expected date of return two (2) week prior to the commencement of the leave. At such time she shall also furnish the Employer with her doctor's certificate as to

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pregnancy and expected date of delivery.

- (d) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the employee benefits to which it contributes pursuant to this Agreement, including RRSP, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. An employee may make arrangements with the Employer to continue to pay the premium of the Long-Term Disability plan.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former position, in the same location, and at the same rate of pay.

#### **18.05 Parental Leave**

- (a) Except where amended in this Article, parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, as amended from time to time. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of the leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption.

If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- (e) An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (f) Credits for service and seniority shall accumulate for a period of up to eighteen

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(18) weeks while an employee is on parental leave.

- (g) The Employer will continue to pay its share of the premiums of the employee benefits to which it is obligated to contribute, including RRSP, for a period of eighteen (18) weeks while the employee is on parental leave. An employee may make arrangements with the Employer to continue to pay the premium of the Long-Term Disability plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former position, in the same location, and at the same rate of pay.
- (i) Requests for additional unpaid leave of up to six (6) months under this clause shall not be unreasonably denied. Employees may continue to be covered by benefits plans, provided they pay the premium costs.

#### **18.06 Education Leave**

- (a) Permanent employees with two (2) years seniority or more will be eligible to take up to two (2) years education leave without pay and without benefits. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for two (2) years, but seniority, vacation and sick time will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence. No more than two (2) years leave can be taken in an eight (8) year period.
- (b) A permanent employee who wishes to request an education leave shall do so in writing, two (2) months in advance, indicating the duration of the leave.
- (c) Upon return from an education leave, the employee shall be reinstated in her/his former position if it still exists, or to a comparable position if it does not.

#### **18.07 Jury or Witness Duty**

An employee called for jury duty or summoned as a witness in any legal proceeding shall receive for each day of jury or witness duty which falls on their scheduled working day, a day's wages at the employee's straight time hourly rate provided that all fees paid for jury or witness duty are turned over to the Employer. An employee may be required to provide proof that the employee was called for jury or witness duty and of the days on which the employee was required to attend together with evidence of the fees paid for performing such service.

#### **18.08 Bereavement Leave**

Leave with pay shall be granted upon request for up to five (5) working days due to the death of a family member. For the purpose of this clause, family member is defined as: spouse, partner, mother, father, brother, sister, son, daughter, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or guardian, niece or nephew and \*first cousin.

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(\*The employer reserves the right to ask for supporting documentation regarding proof of death and or relationship.)

### **18.09 Compassionate Leave**

Leave with pay of up to five (5) working days may be granted to allow an employee to deal with emergencies or demanding circumstances which may arise (e.g. seriously ill relative, death of other significant persons). A request for such leave shall be made to the employee's supervisor, in writing, where possible, outlining the reasons for requested leave. Request for such leave shall not be unreasonably denied.

### **18.10 Secondment**

Organizations external to Madison Community Services may request the temporary use of a permanent employee for a uniquely created and temporary position. Such request can be initiated by either the Employer or employee and requires mutual consent by both parties.

#### **General**

General secondments are positions made available to permanent employees of Madison Community Services, at the discretion of the Employer.

#### **i. Special**

Special secondments are positions made available to specific permanent employees by a request of an external organization, which would be exempt from the posting and application process outlined within the current Collective Agreement.

- ii. The Employer will post the vacancy resulting from the exiting union employee in accordance with Article 13.
- iii. The secondment shall not exceed a maximum of one (1) year, unless mutually agreed to by the parties

#### **iv. Early Termination /Termination of Secondment**

- a) Employees who return from a secondment will be placed in the job he/she occupied prior to being seconded
- b) At any time, the Employer or employee may terminate the secondment, provided thirty (30) days' notice has been given. The incumbent will then be placed back into the job he/she occupied prior to being seconded.
- c) Secondment positions terminated unfinished will be considered ended. All liabilities (overtime, vacation, etc.) related to the duties of the secondment position are the responsibility of the external organization.

DEFERRED EARNED LEAVE - As per Madison Human Resource Policies.

## **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

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

**19.02** An employee may, upon giving at least ten (10) working days' advance written notice,

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receive on the last work day preceding the commencement of her/his annual vacation, any pay cheques which may fall during the period of the employee's vacation.

### **19.03 Transportation Expenses**

Transportation expenses shall be paid for the sole purpose of job related tasks and for staff who work in the community. The employer shall pay a flat rate fee per month equivalent to the cost of an adult TTC monthly pass. For reimbursement, each employee shall provide satisfactory evidence of the employee's purchase of an Adult T.T.C. monthly pass for the relevant month, or;

- a) Employees may also choose to submit a statement of mileage at Sixty one cents (\$0.61) per kilometre and parking cost(s) incurred up to a maximum of the amount to purchase an Adult T.T.C. monthly pass, or;
- b) Employees may also choose to submit receipts for the purchase of T.T.C. individual fare tokens or evidence of the use of Wheel Trans Services up to a maximum of the amount to purchase an Adult T.T.C. monthly pass.

### **19.04 Other Expenses**

- (a) Reimbursement for all other forms of work-related expenses, including but not limited to meals, travel and telephone, are subject to the approval of Management.
- (b) Upon request, an employee may be provided with cash advances at the discretion of Management.
- (c) Cell Phone – Where the employee is required to use their personal cell phone, the Employer shall reimburse employees to a maximum of fifty dollars (\$50.00) per month toward the cost of receipted cellular telephone costs.

## **ARTICLE 20 - REGISTERED RETIREMENT SAVINGS PLAN**

**20.01** The Employer agrees to pay on behalf of each employee with seniority on the active payroll an amount equivalent to 4.6% of the employee's gross salary into her/his individual registered retirement savings plan.

## **ARTICLE 21 - BENEFITS**

**21.01** All non-part-time permanent employees with seniority on the active payroll shall be eligible for group benefits as of the first day of employment following their probationary period. In the case of family coverage, benefits shall be extended to dependants and spouse will include common-law and same sex partner who have been co-habiting for a period of at least one (1) year.

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- 21.02** (a) The Employer will pay 100% of the premium rates of the group Life Insurance plan, Accidental Death and Dismemberment plan, and Dependent Life Insurance Plan.
- (b) The Employer will pay 100% of the premium rate of the group Extended Health Care plan.
- (c) The Employer will pay 100% of the premium rate of the group Dental plan.
- (d) The Employer will pay 100% of the premium rate of the group Vision Care plan, up to a maximum of two hundred fifty dollars (\$250.00) per year and seventy-five dollars (\$75.00) per year for eye exams.
- (e) The Employer will pay 100% of the premium rate for the prescription drugs plan.
- (f) Employees will pay 100% of the premium rate for the Long-Term Disability Plan.
- (g) The Labour/Management Committee shall study and review the employee benefits programs annually and make suggestions for improvements to the Employer. The Committee shall have full access to all pertinent information concerning benefit plans.
- (h) A copy of all policies and amendments of the benefits referred to in this Article shall be provided to the Union. In addition, the Employer shall once a year provide the Union with a copy of the financial/actuarial statement for all employee benefit plans.
- (i) The Employer may substitute another carrier for any plan provided the benefits conferred thereby are not decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and shall provide to the Union, full specifications of the benefits programs contracted for.

## **ARTICLE 22 - PAID HOLIDAYS**

**22.01** Employees shall receive the following paid holidays:

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

**7.12** (a) When an employee is required to work on a paid holiday, the employee shall be paid at the rate of time and one half (1½) for all hours worked on such holiday. In addition, the employee will receive one (1) day's pay at her/his regular rate of pay or;

(b) If the employee so elects, she/he shall be entitled to compensatory time off, paid at the rate of

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time and one half (1½).

**7.13** (a) Where an employee is required to work authorized overtime in excess of her/his regularly scheduled hours on a paid holiday, or is called back to work after having completed a regular shift on a paid holiday, such employee shall receive twice her/his straight time hourly rate of pay for such authorized overtime or;

(b) If the employee so elects, she/he shall be entitled to compensatory time off at a rate of two (2) hours for each authorized hour of overtime.

**7.14** Where an employee is not regularly scheduled to work on a paid holiday, she/he shall receive one (1) days pay at her/his regular rate of pay, regular pay meaning the amount earned by the employee in the four (4) work weeks before the work week with the public holiday plus all of the vacation payable to the employee with respect to the four (4) work weeks before the work week with the public holiday, divided by twenty (20) OR should an employee wish to receive a full days pay she/he needs to come in for a full day and will receive lieu time off at the stat rate which needs to be used within the following two (2) weeks of the stat day unless otherwise agreed with Management.

**7.15** Each employee shall be granted floating holidays, which is a day off with pay, in accordance with the following schedule:

- (1) After one (1) year of continuous service - one (1) floating holiday;
- (2) After two (2) years of continuous service - two (2) floating holidays;
- (3) After three (3) years of continuous service - three (3) floating holidays;
- (4) After eight (8) years of continuous service -four (4) floating holidays.
- (5) After fifteen (15) years of continuous service - five (5) floating holidays. Permanent part-time employees will receive floating holidays on a pro-rata basis.

Floating holidays cannot be carried over from year to year and must be taken prior to the employee's anniversary date. Such floating holidays shall be taken on a date mutually agreed in advance between the employee and Management. Employee requests will not be unreasonably denied.

**7.16** An employee shall be granted leave for a religious holiday, upon written request to their supervisor at least two (2) weeks prior to the date of the religious holiday. An employee may use compensatory time, vacation, or may request substitution of the next public holiday following the religious holiday.

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## **ARTICLE 23 - VACATIONS**

**23.01** Permanent full-time employees will be entitled to vacations with pay in accordance with the following schedule:

- (i) For less than one (1) year of continuous service, 1.15 days of vacation with pay for each four (4) calendar weeks of employment;
- (ii) After one (1) year of continuous service, 1.54 days of vacation with pay for each four (4) calendar weeks of employment;
- (iii) After five (5) years of continuous service, 1.93 days of vacation with pay for each four (4) calendar weeks of employment.

**23.02** Permanent part-time employees will accrue vacation on a pro-rata basis by comparing the hours they regularly work each week in relation to a forty (40) hour week.

**23.03** Vacation schedules will be mutually agreed upon between the employee and the Manager. Employee requests will not be unreasonably denied.

**23.04** If there is a dispute over a respective vacation date between employees, seniority of an employee will be the governing factor, if the senior employee's request was submitted in accordance with this Agreement.

**23.05** Permanent employees may take their vacation in a consecutive and unbroken manner up to a maximum of five (5) weeks. An employee may carry forward one (1) week of vacation to a subsequent year.

**23.06** A Permanent employee whose employment terminates at any time in the vacation year prior to using his/her earned vacation will be entitled to a proportionate payment of his/her vacation entitlement that was earned prior to the date of termination.

**23.07** Where an employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled as outlined in this Article upon the return of the employee from sick leave. The Employer may require a medical certificate confirming the employee's illness in accordance with Article 24.03.

**23.08** Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18.08 the

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portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.

**23.09** Employees shall be entitled to use any unused vacation credits for family or personal medical reasons, after all paid sick credits have been used as per, Article 24.

## **ARTICLE 24 – SICK LEAVE**

**24.01** Sick leave is defined, as the period of time an employee is absent from work with full pay and benefits by virtue of being ill or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

**24.02** Full-time employees will accumulate sick leave credits at the rate of one and one quarter (1.25) working days per month. Part-time employees will accumulate sick leave credits on a pro-rata basis. Unused credits from each year will be carried forward and can be accumulated up to a maximum of one hundred nineteen (119) working days (pro-rated for permanent part-time employees). Time off for vacations will be counted as active employment for the purposes of this Article. Each employee shall receive by February 1<sup>st</sup> of each year an annual statement of cumulative sick leave credits. Employees will not be compensated for accumulated sick leave credits upon termination of employment.

**24.03** The Employer may request and an employee shall provide, after an absence of more than three (3) working days, or at any time when an usual pattern of employees taking sick time emerges, a medical certificate from a duly qualified medical practitioner verifying their sick leave is in accordance with Article 24.01. The Employer shall reimburse the employee for any medical certificates required of an employee upon presentation of a receipt.

**24.04** An employee who has medical, dental and/or therapy appointments which could not be scheduled during non-working hours shall be entitled to use up to three (3) days of accumulated leave per calendar year (i.e., twenty-four (24) hours) for this purpose and the time used will be deducted from the employee's sick leave bank. In the event that the employee is experiencing an increase in medical needs, the Employer may approve additional time off at their discretion.

**24.05** The Employer may require a medical certificate from a duly qualified medical practitioner confirming the employee's ability to return to work and outlining any restrictions, after an absence of more than three (3) working days due to illness or injury. The Employer shall reimburse the employee for any medical certificate required of an employee upon presentation of a receipt.

The Employer agrees that employee health information is strictly confidential, will be filed separately and that access thereto shall be given only to those persons directly involved in administering that information.

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**24.06** If any employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, such employee shall continue to accrue seniority. The Employer may require an illness medical certificate confirming the employee's illness in accordance with Article 24.03.

**24.07** Employees on unpaid sick leave will continue to accumulate seniority, to a maximum two

(2) years of continuous absence.

#### **24.08 USE OF SICK LEAVE - DEPENDENTS**

In the case of illness of a dependent, a permanent employee is entitled to use from his/her annual Sick Leave allotment up to a maximum of ten (10) days. The period of accumulation and use of sick leave shall be April 1 - March 31.

The following provisions apply:

1. The dependent must reside on an ongoing basis in the employee's household, or must reside with the employee permanently;
2. No one else at home other than the employee can provide for the needs of the dependent
3. In order to use greater than 3 consecutive days per year for purposes of caring for a dependent, a sick note must be furnished by the physician caring for the dependent confirming the illness. It will be the responsibility of the employee to obtain and pay for the sick note.

Where there is an instance where a dependent is terminally ill or has a disability, additional compassionate consideration will be provided and will be negotiated between the staff or union and management based on the circumstances.

### **ARTICLE 25 - WORKERS' COMPENSATION**

**25.01** All employees shall be covered by the Workplace Safety and Insurance Act 1997.

**25.02** An employee receiving payment for a compensable injury or illness pursuant to the

*Workplace Safety and Insurance Act 1997 shall accumulate seniority.*

### **ARTICLE 26 - MODIFIED WORK**

**26.01** The Labour Management Committee will review cases where an employee returning to work from injury or illness requires permanent or substantial temporary modification of her/his former duties.

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**26.02** The Committee will review the restrictions placed on the employee and determine whether their existing job can be modified to meet the employee's needs. If this is not possible, the Committee will determine if a suitable vacant position exists elsewhere. The Committee will also review the progress of employees on modified work as required.

**26.03** The Committee will meet as such cases arise.

**26.04** Employees shall receive full vacation and sick credits, as per the collective agreement while actively participating in the modified work program.

## **ARTICLE 27 - JOB CLASSIFICATIONS**

**27.01** When a new classification is created, or the job content of an existing classification is changed, (or new funder requirements or changes to existing funder requirements occur,) the Union shall be provided with a copy of the job description at least thirty (30) calendar days in advance of the Employer implementing such new or changed classification.

**27.02** When a new classification is created, or the job content of an existing classification is substantially changed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

## **ARTICLE 28 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

**28.01** Where it is reasonably able to do so, the Employer shall provide the Union with at least sixty (60) calendar days written notice of any technological and/or organizational change, including merger or amalgamation decisions. Such notice will include the nature of the proposed change, the anticipated date of change, and the anticipated effect that such change will have on bargaining unit employees and the number of employees likely affected.

**28.02** Where as a result of technological and/or organizational change, new or greater skills are required than are already possessed by affected employees, the Employer will provide such employees with applicable training, where it is reasonably able to do so, with no loss of pay or benefits to the employee.

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## **ARTICLE 29 - HEALTH AND SAFETY**

- 29.01** The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions which are a hazard to the health and safety of employees. The parties agree to comply with the Occupational Health & Safety Act.
- 29.02** A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. The Joint Health and Safety Committee shall hold meetings every three (3) months or more frequently if required. The Committee shall maintain minutes of all meetings which shall be posted and copied to the Union and Employer.
- 29.03** Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 29.04** The Employer commits to giving priority during the term of this Agreement to the development of training and supports with respect to violence in the workplace. Such training and supports will be developed in consultation with the Joint Health and Safety Committee prior to implementation. The Health and Safety committee will determine the extent to which training for employees is required in this regard.
- 29.05** There shall be one Union representative who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act and /or the Collective Agreement, they shall be paid at the applicable rate.

## **ARTICLE 30 - JOB SECURITY**

- 30.01** No bargaining unit employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

## **ARTICLE 31 - COPIES OF AGREEMENT**

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

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## **ARTICLE 32 - DURATION**

**32.01** This agreement shall be in effect from the date of ratification and shall remain in effect up to and including May 31, 2025 and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days' prior to the date of termination that it desires amendments.

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## **LETTER OF UNDERSTANDING #1**

The Employer agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring, reorganization, full or partial amalgamation which affect bargaining unit employees.

If the Employer is considering any restructuring, reorganization, full or partial amalgamation which will have an affect on bargaining unit employees, it agrees to notify the Union in writing sixty (60) days calendar days prior to any intent by the Employer to implement the above.

At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the bargaining unit employees likely to be affected by such changes.

It will also advise the Union of the affect, if any, the change may have on working conditions and terms of employment of the bargaining unit employees affected.

In the event the Employer merges or amalgamates with any other body, the Employer will make its best effort to undertake the following:

- a) Bargaining unit employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and other benefits for bargaining unit employees shall be recognized by the new Employer.
- c) All work and services presently performed by bargaining unit members shall continue to be performed by bargaining unit members with the new Employer.
- d) No bargaining unit employee shall suffer a loss of employment or have her/his regular hours of work reduced as a result of merger.
- e) Any bargaining unit employee who has his/her position rendered redundant as a result of restructuring, reorganization, full or partial amalgamation of the Employer, shall have the ability to exercise their displacement rights within the bargaining unit.
- f) No bargaining unit employee who is displaced from his/her job due to restructuring, reorganization, full or partial amalgamation of the Employer, will not suffer a reduction in salary as a result of this change.

**Note:** *Bargaining unit employees transferred to a lower rated classification shall receive their regular classification rate of pay and not be eligible for any negotiated wage increases until such time the position which the employee transferred to is equal or greater than the employee's originating classification wage rate.*

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g) In the event of restructuring, reorganization, full or partial amalgamation of the Employer, bargaining unit employees whose jobs are changed shall be provided with training. The Employer will pay for the costs of such training, if necessary.

h) Right to Return on Transfer


Employees who are relocated/ transferred to another Employer will retain their seniority and sevice at their original Employer for a 24-month period.

Without prejudice to the Union's or Employer's rights under the collective agreement or the Labour Relations Act, employees relocated/transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer, at their originating Employer for that twenty-four (24) month period.

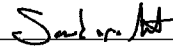
If they are the successful applicant, they will return to the employ of their original Employer with seniority accrued and services intact but not accrued for the period that the employee was relocated/transferred to another employer.

**MADISON COMMUNITY SERVICES**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 3798-01**



Chama Chongo (Jun 26, 2024 12:10 EDT)



Sandra Grant (Jun 25, 2024 12:30 EDT)

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## **LETTER OF UNDERSTANDING #2**

### **MULTI-SECTOR PENSION PLAN**

Madison Community Services respects the wishes of employees to move to the Multi Sector Pension Plan. However, in view of the responsibility each party has to its employees/members to provide due diligence in this matter and the complexity of the proposed pension plan change, a joint committee of two (2) union representatives and two (2) management representatives will be formed to:

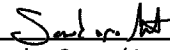
1. Study the terms and language of MSPP.
2. The Parties agree to share the costs of the current RRSP.
3. Provide education to all employees who could be eligible for entry to such a plan.
4. Ultimately make recommendations to the Labour/Management team.

#### **MADISON COMMUNITY SERVICES**

#### **CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798-01**



Chama Chongo (Jun 26, 2024 12:10 EDT)



Sandra Grant (Jun 25, 2024 12:30 EDT)

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# LETTER OF UNDERSTANDING #3

## ADDITIONAL FUNDING

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires May 31, 2025 with respect to the following matters.

In the event that the LHIN/Ministry of Health and Long-Term Care Community and Social Services (MOHLTC) provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits for the fiscal years 2016/2019, the Union and Employer shall meet to negotiate the method of allocation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding any and all funding designated for wages and benefits.

It is understood that the Employer will meet with the Union bargaining team and CUPE National Representative to negotiate the implementation of the funding.

### MADISON COMMUNITY SERVICES

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798-01



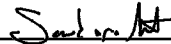
Chama Chongo (Jun 26, 2024 12:10 EDT)

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Sandra Grant (Jun 25, 2024 12:30 EDT)

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## LETTER OF UNDERSTANDING #4

RE: WORKLOAD COMMITTEE

The parties will endeavour to meet within six (6) months after ratification for the purposes of forming joint workload committee.

**MADISON COMMUNITY SERVICES**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS  
LOCAL 3798-01**



Chama Chongo (Jun 26, 2024 12:10 EDT)

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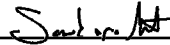
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Sandra Grant (Jun 25, 2024 12:30 EDT)

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# Schedule 'A' - SALARY GRID

## SALARY GRID - MADISON COMMUNITY SERVICES

Position	Previous Salary Grid			Year 2 - New Grid with 2% Increment (2023/2024)			Year 3 - New Grid with 2% Increment (2024/2025)		
	Start	6 Months	18 Months	Start	6 Months	18 Months	Start	6 Months	18 Months
MH & A Case Manager	\$51,326.78	\$52,629.65	\$53,978.23	\$52,353.32	\$53,682.24	\$55,057.79	\$53,400.38	\$54,755.89	\$56,158.95
Bi-Weekly	\$1,974.11	\$2,024.21	\$2,076.09	\$2,013.59	\$2,064.69	\$2,117.61	\$2,053.86	\$2,105.99	\$2,159.96
Hourly Rate	\$24.68	\$25.30	\$25.94	\$25.17	\$25.81	\$26.46	\$25.68	\$26.32	\$26.99
Team Leader	\$53,851.91	\$54,949.05	\$56,046.21	\$54,928.95	\$56,048.03	\$57,167.13	\$56,027.53	\$57,168.99	\$58,310.48
Bi-Weekly	\$2,071.22	\$2,113.43	\$2,155.60	\$2,112.64	\$2,155.70	\$2,198.71	\$2,154.90	\$2,198.81	\$2,242.69
Hourly Rate	\$25.89	\$26.42	\$26.94	\$26.41	\$26.95	\$27.48	\$26.94	\$27.49	\$28.03
Housing Support Worker	\$24.28	\$24.57	\$25.20	\$24.77	\$25.06	\$25.70	\$25.26	\$25.56	\$26.22
Engagement & Support Worker (CAMH & PTH)	\$24.28	\$24.57	\$25.20	\$24.77	\$25.06	\$25.70	\$25.26	\$25.56	\$26.22
Overnight Support Worker	\$23.31	\$23.58	\$24.18	\$23.78	\$24.05	\$24.66	\$24.25	\$24.53	\$25.16
Addictions & Harm Reduction Worker (PTH)	\$51,326.78	\$52,629.65	\$53,978.23	\$52,353.32	\$53,682.24	\$55,057.79	\$53,400.38	\$54,755.89	\$56,158.95
Bi-Weekly	\$1,974.11	\$2,024.21	\$2,076.09	\$2,013.59	\$2,064.69	\$2,117.61	\$2,053.86	\$2,105.99	\$2,159.96
Hourly Rate	\$24.68	\$25.30	\$25.94	\$25.17	\$25.81	\$26.46	\$25.68	\$26.32	\$26.99
RISE - Case Manager	\$51,326.78	\$52,629.65	\$53,978.23	\$52,353.32	\$53,682.24	\$55,057.79	\$53,400.38	\$54,755.89	\$56,158.95
Bi-Weekly	\$1,974.11	\$2,024.21	\$2,076.09	\$2,013.59	\$2,064.69	\$2,117.61	\$2,053.86	\$2,105.99	\$2,159.96
Hourly Rate	\$28.18	\$28.92	\$29.65	\$28.74	\$29.50	\$30.24	\$29.32	\$30.09	\$30.85
RISE - Peer Support Worker	\$17.97	\$18.44	\$18.92	\$18.33	\$18.81	\$19.30	\$18.70	\$19.18	\$19.68
Head Cook (PTH & CAMH)	\$20.91	\$21.15	\$21.67	\$21.33	\$21.57	\$22.10	\$22.25	\$22.82	\$23.40
Weekend Cook	\$19.38	\$19.61	\$20.11	\$21.33	\$21.57	\$22.10	\$22.25	\$22.82	\$23.40
Mental Health Crisis Counsellor	\$56,729.40	\$58,170.33	\$59,659.49	\$57,863.99	\$59,333.74	\$60,852.68	\$59,021.27	\$60,520.41	\$62,069.73
Bi-Weekly	\$2,181.90	\$2,237.32	\$2,294.60	\$2,225.54	\$2,282.07	\$2,340.49	\$2,270.05	\$2,327.71	\$2,387.30
Hourly Rate	\$31.17	\$31.96	\$32.78	\$31.79	\$32.60	\$33.44	\$32.43	\$33.25	\$34.10
Mental Health Vocational Case Manager	\$51,326.78	\$52,629.65	\$53,978.23	\$52,353.32	\$53,682.24	\$55,057.79	\$53,400.38	\$54,755.89	\$56,158.95
Bi-Weekly	\$1,974.11	\$2,024.21	\$2,076.09	\$2,013.59	\$2,064.69	\$2,117.61	\$2,053.86	\$2,105.99	\$2,159.96
Hourly Rate	\$28.18	\$28.92	\$29.65	\$28.74	\$29.50	\$30.24	\$29.32	\$30.09	\$30.85
Security Guard - Full Time				39,520.00	40,523.81	41,561.22	40,310.40	41,334.28	42,392.44
Bi-Weekly				1,520.00	1,558.61	1,598.51	1,550.40	1,589.78	1,630.48
Hourly Rate				19.00	19.48	19.98	19.38	19.87	20.38
Security Guard - Part Time				19.00	19.48	19.98	19.38	19.87	20.38
Personal Support Worker							20.1	20.51	21.03
Cleaner							19.1	19.48	19.98