

COLLECTIVE AGREEMENT

- between -

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 3358.02**

Term:

April 1, 2023 – March 31, 2025

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ARTICLE 1 – PURPOSE

- 1.01 It is the purpose of this Agreement to promote and maintain mutual understanding and cooperation and to establish an orderly, harmonious collective bargaining relationship between the Employer, the Union and its Employees, and promote the efficient delivery to the community of a high standard of service by the Employer in its capacity as a non-profit organization which relies, to achieve this end, on the contribution of its Employees and volunteers and the financial support of the public.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees of Better Living at Thompson House (Meals on Wheels and More), save and except the Manager.
- 2.02 The Employer will not enter into any other agreement and/or contract with Employees of this Bargaining Unit, which will conflict with any of the provisions of this Agreement.
- 2.03 The word "Employee" where used in this Agreement refers only to the Employees within the aforesaid Bargaining Unit unless otherwise specifically stated.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Employer's operations and the direction of the Employees rests exclusively with the Employer except as expressly modified or restricted by a specific provision of this Agreement. These rights and management functions include but are not limited to: the right to reprimand, suspend, discharge or otherwise discipline Employees for just cause; solicit and hire, direct, promote, retire, demote, transfer, lay-off and recall Employees to work; determine the requirements of a job, labour standards, the qualifications of an Employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of the Employees; utilize the services of volunteers; employ project workers and temporary workers; close down the Employer's operations or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment or other property of the Employer; determine the assignment of work and the size and composition of the work force; make or change rules, policies and practices not in conflict with the express provisions of this Agreement; introduce new or improved methods in equipment and otherwise generally manage the Employer's operations, direct the work force and establish terms and conditions of employment.

The Employer's failure to invoke discipline in one instance shall not affect its right to invoke discipline (or a different discipline) for another or later infraction, provided however that the Employer cannot rely on previous infractions where discipline was not invoked, in future disciplinary matters.

ARTICLE 4 – UNION DUES CHECK-OFF

- 4.01 The Employer shall deduct an amount equivalent to the regular monthly Union dues from the wages of all Employees as a condition of employment. Such deduction shall be made from the first pay of each month and remitted to the CUPE National Secretary Treasurer in Ottawa by the 15th day of the month following the month for which the dues were deducted, accompanied by a list of names of Employees from whose wage's deductions have been made and the amount of the total gross wages paid to all Bargaining Unit members. A copy of the list shall be sent to the Local Secretary Treasurer. The first such deduction shall be made from the first pay of the month following the date of execution of this Agreement.
- 4.02 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an Employee or Employees for amounts deducted from pay as provided by this Article.
- 4.03 At the same time that Income Tax (T-4) slips are made available to each Employee, the Employer shall include on the T-4 slip for each Employee the amount of Union dues paid by that Employee in the previous year.

ARTICLE 5 – CORRESPONDENCE

- 5.01 All correspondence between the parties to this Agreement shall pass to and from the Manager of the Employer and the Steward (Meals on Wheels and More) for the Local with a copy to the Recording Secretary of the Union and the parties agree to keep each other advised of the current mailing address applicable.
- 5.02 The Employer shall supply the Union through the Steward (Meals on Wheels and More) for the Local with a copy to the Recording Secretary of the Union with a list of names, addresses, personal email addresses and telephone numbers of all Employees covered by this Agreement within fifteen (15) days from the date of execution of this Agreement and an updated list annually thereafter.
- 5.03 The Employer shall supply the Union in writing through the Steward (Meals on Wheels and More) for the Local with a copy to the Recording Secretary of the Union, within fifteen (15) business days from the time of commencement of employment, the names, addresses, and telephone numbers of all newly hired Employees covered by this Agreement; and agrees to inform the Union in writing within ten (10) business days of the names of any Employees covered by this Agreement who tenders their resignation, is laid off or is dismissed.

ARTICLE 6 – UNION/MANAGEMENT RELATIONS

- 6.01 The parties agree to form a Union/Management Relations Committee which shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall meet on the consent of both parties. Such consent shall not be unreasonably withheld.

- 6.02 The Committee shall concern itself with matters of mutual interest concerning the administration of this Agreement and to facilitate productive discussion the parties will agree to an agenda prior to each meeting.
- 6.03 Committee members shall not suffer loss of pay or benefits for time spent in attendance at Committee meetings convened under Article 6.01.
- 6.04 The CUPE National Representative assigned to the Bargaining Unit shall be permitted to attend meetings of the Union/Management Committee.

ARTICLE 7 – PROPER ACCOMMODATION

- 7.01 The Union shall have reasonable access to a bulletin board existing in the premises of the Employer for the posting of appropriate Union notices pertaining to matters relating to employees covered by this Agreement. These postings shall not interfere with the Manager's control of the workforce or promote disobedience or labour relations conflicts with the workplace. Copies of all such Union notices shall be given to the Manager of the Employer at the same time that they being posted.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.
- 8.02 Outside representatives of the Union shall have reasonable access to the Employer's premises for the purpose of assisting in the preparation and settlement of grievances and all matters arising out of this Agreement or incidental thereto, where the advance permission of the Manager or their representative has been obtained. Such advance permission shall not be unreasonably withheld.
- 8.03 The Employer recognizes the right of the Union to elect or appoint a Steward.
- 8.04 The selection of the Steward is the function of the Union, and the Union shall notify the Employer in writing of the name of the Steward before the Employer will recognize the Steward.
- 8.05 It is understood that the Steward will not be absent from work unreasonably in order to deal with grievances. In accordance with this understanding, a Steward or an individual grievor will not suffer loss of pay for reasonable time spent by the Steward and the individual grievor in the investigation and the processing of an individual Employee grievance through the grievance procedure. The Steward will not be absent from work in dealing with any individual Employee grievance without first notifying the Manager and providing a reasonable explanation of why the Steward deems such action necessary.

ARTICLE 9 – NO STRIKES/NO LOCKOUTS

- 9.01 The Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words "lockout" and "strike" shall be as defined in the *Labour Relations Act*, R.S.O. 1990, c. 228, as amended.

ARTICLE 10 – GRIEVANCE PROCEDURE

For this Article, it is understood that all references to written correspondence shall include electronic correspondence.

- 10.01 Should differences arise as to the interpretation, application, administration, or alleged violation of the provisions specifically mentioned in this Agreement, such differences shall be resolved adjusted according to the following steps in the order named. Any resolution so made shall be final and binding upon both parties and the Employee concerned. The term "grievance" as used in this Agreement shall mean a complaint by any Employee against the Employer alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the grievance or arbitration procedures.

Complaint Stage

The Employee shall have the right to be accompanied by a Shop Steward or Union Officer while discussing the matter with the Employee's immediate Supervisor.

The immediate Supervisor shall respond to the Union's or Employee's concern within ten (10) days of having met with the Employee.

If the matter is not resolved through the informal process, the grievance may be rendered in writing, within ten (10) days of receipt of the immediate Supervisor's decision/response and proceed to Step 1 of the formal grievance procedure specifying the nature of the grievance and the redress sought.

Step 1

The Employee with the assistance of the Steward may submit a grievance which must be in writing and signed by the grievor or a designate to the Manager who in turn will deliver the decision in writing within five (5) business days thereafter. Failing settlement then:

Step 2

Within five (5) business days following receipt of the Manager's written decision, the grievor through the Steward may request in writing that the Manager arrange, within ten (10) business days, for a meeting with the grievor, the Steward, and Union Representative, and the Manager. The party responding to the grievance shall reply in writing within ten (10) business days of the meeting. The parties shall attempt to resolve the grievance and no discussions at the meeting or during the grievance procedure may be used against the other party at any subsequent arbitration hearing except where either party alleges that an agreed settlement has not been reached.

Failing settlement, the grievance may then be submitted to arbitration within ten (10) business days following the reply.

- 10.02 a) The Union may submit a written policy grievance affecting all of the Employees in the Bargaining Unit in regard to which an individual Employee could not grieve where all the evidence affecting such Employees will be the same. Such a grievance shall be filed with the Manager at Step #2 of the grievance procedure within ten (10) business days after circumstances giving rise to the grievance have occurred or should have reasonably become known to the Union.
- b) The Employer may submit a written grievance to the Union at Step #2 of the grievance procedure within ten (10) business days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the Employer.
- 10.03 Time limits contained in the grievance procedure shall be considered mandatory. Should the Employer fail to observe the time limit specified, the grievance shall be automatically advanced to the next step. Should the Union fail to observe the time limits specified, the grievance shall be considered lost, and the Union shall withdraw the grievance. The time limits set forth in this Article may be extended by mutual written Agreement, provided that such extension for any one (1) grievance shall not be a precedent or waiver of the time limits for any subsequent grievances.
- 10.04 A grievance filed pursuant to this Article shall state the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the aggrieved Employee the specific section or sections of this Agreement that the Employee claims the Employer has violated and the remedy the Employee seeks.
- 10.05 In determining the time within which any action is to be taken or completed under the terms of this Article, such time limits shall be exclusive of Saturdays, Sundays and holidays.
- 10.06 Any grievance may be settled by mutual agreement between the parties in writing at any time prior to arbitration.
- 10.07 Grievance Mediation Process
- a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) business days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- b) Grievance mediation will commence within twenty-one (21) business days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d) The parties shall agree on a mediator.

- e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- g) The Mediator will have the authority to meet separately with either party.
- h) If no settlement is reached within five (5) business days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 11 – DISCHARGE OR SUSPENSION

- 11.01 Any Employee, other than a probationary Employee, who believes that they have been discharged or suspended without just cause may submit a written grievance at Step #2 of the grievance procedure within ten (10) business days of the discharge or suspension. Notwithstanding the foregoing, a probationary Employee who alleges discharge in violation of Article 14 of this Agreement may submit a written grievance at Step #2 of the grievance procedure within ten (10) business days of the discharge.

ARTICLE 12 – ARBITRATION PROCEDURE

- 12.01 Where a difference arises 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, or where an allegation is made that any Employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedure established by this Agreement, refer the matter, in writing, to a mediation officer, appointed by mutual agreement of the parties. Fees and expenses of the mediator shall be paid equally between the parties.
- 12.02 Should the parties fail to agree on the choice of arbitrator within twenty (20) days from the date the grievance was referred to arbitration, the Office of Arbitration of the Ministry of Labour shall be asked to nominate a sole arbitrator.
- 12.03 The decision of the arbitrator shall be final and binding on both parties.
- 12.04 The arbitrator shall not have the power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 12.05 Each of the parties to this Agreement shall bear equally the expenses of the arbitrator chosen.

12.06 It is understood that a referral to Arbitration may be made prior to attending mediation.

ARTICLE 13 – SENIORITY

- 13.01 An Employee will be considered on probation until the Employee has worked three (3) months provided that a probationary Employee may not be so terminated or laid off in violation of either Article 14 of this Agreement Upon satisfactorily completing the probationary period, an Employee will be placed on the seniority list and seniority shall date from last date of hire.
- 13.02 Seniority shall consist of any Employee's continuous time worked with the Employer in the Bargaining Unit from the Employee's last date of hire whether before or after certification of the Union.
- 13.03 a) In cases of promotion or demotion, permanent transfer, lay-offs, and recalls, the Employer shall be guided by the following factors:
- i) Seniority;
 - ii) The requirements of the job;
 - iii) Skill, ability, efficiency, education, and qualifications as these relate to requirements of the job.
- b) Where two or more Employees are judged to be relatively equal on the basis of the factors set out in 13.03 (ii) and (iii) shall seniority prevail.
- c) Where a candidate does not meet some or all of the established criteria, including the factors set out in 13.03 (ii) and (iii), experience in an existing position will be given full consideration and, at the Employer's discretion, may offset the requirements outlined in the job posting. It is understood that this discretion may not be exercised where there is a specialized position or where external requirements (e.g. funders) do not allow exceptions.
- 13.04 If it becomes necessary for the Employer to fill a permanent vacancy in a position in the Bargaining Unit, then such vacancy shall be posted on the Union Board and emailed to all Employees via the Employer's email for five (5) full business days to provide Employees with an opportunity to apply for the vacant position, which must be done in writing to the Employer. The notice shall be dated and shall contain a summary of the requirements of the job and the salary range. The application shall be dated, and the Employer shall only be required to consider applications which are received by the Manager during the period the notice is posted. The Employer, in filling posted vacancies for which Employees apply in accordance with this Article, shall make its decision in accordance with Article 13.03.

In the event there are no qualified applicants then the Employer shall post externally. It is understood that internal applicants missing the deadline shall be considered external applicants.

- 13.05 An Employee will lose seniority and be deemed to have terminated employment for any of the following reasons:
- a) If the Employee resigns and does not withdraw the resignation within twenty-four (24) hours;
 - b) If the Employee is discharged and such discharge is not reversed through the grievance procedure;
 - c) If the Employee fails to notify the Employer of the Employee's intention to resume work for the Employer within five (5) calendar days following the date on the written notice of recall from the Employer sent by registered mail to the Employee's last known address or fails to report for work within five (5) calendar days from such notification or fourteen (14) calendar days where it is necessary for the Employee to provide notice of resignation from a job with another Employer, except for reasonable cause;
 - d) If the Employee overstays a leave of absence or vacation without reasonable cause;
 - e) If the Employee absents themselves from work without notifying the Employer unless reasonable cause is established for both the absence and lack of notification;
 - f) If the Employee is laid off for twenty-four (24) consecutive months.
- 13.08 An Employee must keep the Employer advised as to the reason for any absence from work and make arrangements with the Employer for the Employee's return to work.

ARTICLE 14 – NON-DISCRIMINATION

- 14.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any Employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, or otherwise, by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, family relationship, number of dependants, disability, place of residence, garnishes, or by reason of their membership or non-membership or activity or lack of activity in the Union.

Definition of Disability

In this Article, the term "disability" shall be defined as follows:

- i) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and without limiting the generality of the foregoing, including diabetes mellitus, epilepsy, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device, or

- ii) A cognitive impairment, or a developmental disability, or
- iii) A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language, or
- iv) A mental health illness; or
- v) An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Insurance and Safety Act, 1997* or as amended.

14..02 Employees shall be entitled to make reasonable re-arrangements of their duties upon due notice to their immediate Supervisor to permit them to observe the religious obligations and practices of their faiths.14.03 Human Rights Act

Any claim by an Employee or the Union pertaining to a violation of the *Ontario Human Rights Code*, or any other Labour Relations legislation may be the subject of a grievance which shall be processed in accordance with the grievance procedure.

14.04 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee. Employees will not be asked or required to do personal services for a Supervisor which are not connected with the operation of the Employer.

14.05 Definition

1. Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health, job performance, or workplace relationships, or endangers an Employee's employment status or potential. Sexual harassment shall include, but not be limited to:
 1. Unwelcome touching or patting;
 2. Suggestive remarks or other verbal abuse;
 3. Leering at a person's body;
 4. Compromising invitations;
 5. Demands for sexual favours;
 6. Physical assault.
2. The Employer agrees to include the subject of sexual harassment in staff training sessions along with the other subjects covered in the sessions, and the Employer shall provide copies of the *Meals on Wheels and More Sexual Harassment* policy to all staff.
3. The Employer recognizes the principle that it is the Employer's responsibility to maintain a discrimination-free workplace.

14.06 Violence in the Workplace

The Employer agrees to develop, jointly with the Union, the policy concerning violence in the workplace and make all Employees aware that violations of the Policy shall be subject to disciplinary action. The Employer also agrees to include the subject of

violence in the workplace in staff training sessions along with the other subjects covered in the sessions, and the Employer shall provide copies of this policy to all staff.

ARTICLE 15 – ENTIRE AGREEMENT

- 15.01 This Agreement supersedes and cancels all prior practices and agreements between Employees and the Employer, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with (or after) this Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining for its term.

ARTICLE 16 – JOB SECURITY

- 16.01 Management Employees will not regularly perform work that normally falls within the scope of the duties of members of the Bargaining Unit. However, such restriction shall not apply in the case of emergency, or in such situations where maintenance of the necessary level of service and program operation or training of Bargaining Unit Employees requires such work.
- 16.02 The Employer agrees not to contract out existing Bargaining Unit work to the extent that such action would result in the lay-off or downgrading of an Employee to a lower paid position.
- 16.03 Use of Volunteers
The Employer and Union value the contributions of volunteers towards the goals of the Employer and agree that volunteers will not cause any reduction in hours to regular full-time Employees.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

- 17.01 The normal hours of work for full-time Employees shall be thirty-five (35) hours per week excluding meal breaks, which shall be unpaid. The normal workday will commence at 8:30 a.m. and end at 4:30 p.m. Monday through Thursday and will include a one-half (1/2) hour unpaid meal period. The normal workday on Friday will commence at 8.30 a.m. and end at 2.00 p.m. and will include a one-half (1/2) hour unpaid meal period, provided work for the day has been completed.

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to the hours of work per day or per week, or days of work per week.

An Employee may, with the permission of the Manager, work fewer than thirty-five (35) hours per week. In this case, vacation time and sick leave will be pro-rated according to the number of hours worked. Employees must work a minimum of twenty (20) hours per week in order to qualify for group insurance benefits.

17.02 It is recognized that due to the nature of the Employer's operations as a social service agency, overtime work may be required. An Employee who is authorized by the Manager to perform work in excess of thirty-five (35) hours per week and under forty-four (44) shall be compensated by receiving an equivalent amount of time off ("compensatory time off").

This time may be accumulated to a maximum of thirty-five (35) hours at any point in time and shall be taken by the Employee as time off during regular working hours at the request of the Employee and at the reasonable discretion of the Manager. Compensatory time must be taken by the Employee within six (6) calendar months of the month in which it was earned, failing which, it is automatically paid out hour-for-hour on a straight time basis.

Employees working in excess of forty-four (44) hours per week, shall receive time and one-half (1 ½) the Employee's regular straight time hourly rate for all hours so worked.

17.03 All Employees shall be permitted two (2) paid daily rest periods of fifteen (15) minutes each, to be taken at the full-time Employee's option.

17.04 The phrase "on the active payroll" when used in this Agreement means the status of being entitled to the receipt of wages as provided in Article 24 and Schedule "A" or as provided under Article 20.02 by use of sick leave credits. Without limiting the foregoing, an Employee is not "on the active payroll" as that phrase is used throughout this Agreement when the Employee is:

- a) Absent on sick leave where their sick leave credits accumulated as provided in Article 20.02 have run out; or
- b) On lay-off; or
- c) On strike; or
- d) Under suspension without pay; or
- e) Absent on an authorized leave of absence without pay in excess of four (4) weeks.

ARTICLE 18 – HOLIDAYS

18.01 There shall be ten (10) holidays each year as follows:

New Years' Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

18.02 An Employee on the active payroll at the time of a holiday shall be paid for the holiday in the amount of one fifth (1/5) of her regular non-overtime weekly wages.

18.03 When a holiday falls on a Saturday or Sunday, the Employer shall observe the holiday on either Friday or Monday, in keeping with the general practice of the community.

- 18.04 In addition to the holiday pay in 18.02, an Employee required to work on any of the holidays outlined in Article 18.01 shall be paid at two (2) times their regular rate for all hours worked or shall receive a compensating day off (in cases where it is impossible to schedule a compensating day off the Employee shall be paid holiday pay).
- 18.05 In addition to the holidays outlined in Article 18.01, an Employee is entitled to five (5) floating holidays each year, following six (6) months of employment. Specific days are subject to approval of the Manager, and may be taken singly, or together, such days to be taken on an "as earned" basis.
- 18.06 In addition to the holidays outlined in Article 18.01 and the floating holidays outlined in Article 18.05, an Employee is entitled to one (1) moving day per calendar year should the Employee be moving residences, following six (6) months of employment.
- 18.07 If an Employee is required to work on Christmas Day, the shift will be first offered according to seniority and then assigned, if necessary, by reverse order.

ARTICLE 19 – VACATIONS

- 19.01 A full-time Employee shall receive an annual vacation with pay in accordance with the Employee's years of employment as follows:

Less than one (1) years seniority	One (1) day per month up to a maximum of ten (10) days
One (1) years seniority or more	Three (3) weeks
Three (3) years seniority or more	Four (4) weeks
Eight (8) years seniority or more	Five (5) weeks

- a) Subject to the eligibility requirements described in this Article all full-time Employees shall receive vacation time off with pay at the Employee's regular rate for all Employees.
- i) an Employee having less than one (1) year of continuous service as of December 31st in any year will be entitled to receive vacation of one (1) day per month of such service up to a maximum of ten (10) days to be taken during the following twelve (12) months at the rate of four percent (4%) regular earnings;
 - ii) an Employee having from one (1) year to less than three (3) years continuous service as of December 31st in any year will be entitled to receive a vacation of three (3) weeks during the following twelve (12) months at the rate of six percent (6%) regular earnings;
 - iii) an Employee having from three (3) years to less than eight (8) years continuous service as of December 31st in any year will be entitled to receive a vacation of four (4) weeks during the following twelve (12) months at the rate of eight percent (8%) regular earnings; and

- iv) an Employee having over eight (8) years continuous service as of December 31st in any year will be entitled to receive a vacation of five (5) weeks during the following twelve (12) months at the rate of ten percent (10%) regular earnings.
 - b) Subject to the eligibility requirements described in this Article all part-time Employees shall receive vacation pay as follows:
 - i) a part-time Employee having less than one (1) year of continuous service as of December 31st in any year will be entitled to receive vacation pay at a rate of four percent (4%) on regular earnings;
 - ii) a part-time Employee having from one (1) year to less than three (3) years continuous service as of December 31st in any year will be entitled to receive vacation pay at the rate of six percent (6%) on regular earnings;
 - iii) a part-time Employee having from three (3) years to less than eight (8) years continuous service as of December 31st in any year will be entitled to receive vacation pay at the rate of eight percent (8%) regular earnings;
 - iv) a part-time Employee having over eight (8) years continuous service as of December 31st in any year will be entitled to receive vacation pay at the rate of ten percent (10%) regular earnings.
- 19.02 An Employee's annual vacation leave shall be calculated in accordance with Article 19.01, as of each year.
- 19.03 Vacation scheduling for each Employee shall be authorized by the Manager. Where possible, every effort will be made to accommodate Employees on their choice of vacation times subject to the maintenance of a high standard of service and efficiency in the operation of *Meals on Wheels and More*. Subject to the foregoing, if two (2) or more Employees request the same time for vacation, preference will be given to the Employee with the greatest seniority. Vacation requests will not be unreasonably denied.
- 19.04 Vacation must be fully taken by December 31st of the year following the vacation year in which it was accumulated (January 1st - December 31st).
- It is agreed that annually all Employees may be allowed to carry over one (1) week of their current vacation entitlement to a second year if the Employer is unable to reasonably accommodate the Employee's requests within the current vacation entitlement year. It is understood that any carryover must be used in the second year, or it shall be paid out.
- 19.05 Should a holiday fall within an Employee's vacation period, an extra day at the Employee's regular rate will be added to vacation time.
- 19.06 Should an Employee be on sick leave or on Workers' Safety Insurance benefit prior to a scheduled vacation period and the illness or period of benefits extends into the vacation period, the Employee shall be entitled to reschedule the Employee's vacation to a later time authorized by the Manager.

- 19.07 If an Employee is hospitalized while on vacation, the days spent in hospital shall be considered sick leave to the extent of the Employee's sick leave accumulation and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the Employee was hospitalized as an in-patient during that time.

ARTICLE 20 – SICK LEAVE

- 20.01 All Employees on the active payroll shall be entitled to continuation of regular pay in accordance with the provisions of this Article when absent due to illness, injury, disability, or illness of an immediate family member (immediate family is defined as spouse, common-law spouse, dependent children and parents) or someone whom the Employee has legal guardianship or legal Power of Attorney for personal care.
- 20.02 Sick leave credits with pay at the Employee's regular rate (one (1) day's credit is paid at one-fifth ($\frac{1}{5}$) of a full-time Employee's regular weekly wages) shall accumulate for an Employee while the Employee is on the active payroll, at a rate of one and one-half ($1\frac{1}{2}$) business days per month of service while on the active payroll to a maximum accumulation of eighteen (18) business days. Sick leave credits used will be deducted from the total credits accumulated. The sick leave credits banked for each Employee as of the date of the execution of this Agreement shall be calculated as provided in Schedule "B" hereto.
- 20.03 Sick leave shall be granted on the oral statement of the Employee for periods not exceeding three (3) business days. Where absence on sick leave extends beyond three (3) business days a doctor's certificate may be required.
- 20.04 In situations where illness or crisis occurs in the immediate family as defined in Article 20.01 which requires an Employee to be absent, the Employee may use their sick leave credits to a maximum of five (5) business days per occurrence.
- 20.05 Accumulated sick leave credits cease upon the termination of employment and no Employee has a claim to cash out on accumulated sick leave banked.
- 20.06 Lay-off and Recall
- a) Definition of a Lay Off
A lay-off is defined as a reduction in the regular hours of work or the elimination of a position within the Bargaining Unit.
 - b) Role of Seniority
Both parties recognize that job security shall increase in proportion to length of service. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority. The right to bump shall include the right to bump up.
 - c) Notice of Lay-Off
In the event of a proposed lay-off, the Employer shall provide at least three (3) months advance notice to the Union. Following such notice, the Employer shall

meet with the Union, within ten (10) calendar days, to discuss the reasons for such lay-off.

The Employer agrees to provide any Bargaining Unit Employee who is to be laid off advance notice of two and one-half (2½) months. It is agreed that the individual notice can run concurrent to the notice to the Union.

d) Recall Procedure

Employees shall be recalled in the order of their seniority providing they are qualified to do the existing work.

e) No New Employees

New Employees shall not be hired until those laid off who are qualified have been given the opportunity of recall.

f) Grievance on Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the grievance procedure.

g) Retaining Seniority on Lay-Off

Laid off Employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of lay-off.

h) Receipt of Notice of Lay-Off

An Employee in receipt of lay-off notice may:

- i) Accept the lay off; or
- ii) Bumping – Displace.

Displace another Employee who has lesser Bargaining Unit seniority if the Employee originally subject to lay-off is qualified to meet the duties and requirements of the job. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of lay-off.

An Employee who chooses to exercise the right to displace another Employee with lesser seniority shall advise the Employer of his or their intention to do so and the position claimed within ten (10) calendar days after receiving the notice of lay-off.

i) Recall

- a) An Employee shall have opportunity of recall from a lay-off to an available opening in order of seniority provided they are qualified and able to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until the recall process has been completed.
- b) In determining the ability and qualifications of an Employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.
- c) An Employee recalled working in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

- d) The Employer shall notify the Employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. At the same time, the Employer shall also notify the Union of any recall opportunity. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work and the rate of pay. The Employee is solely responsible for their proper address being on record with the Employer.
- e) Employees on lay-off shall be given preference to fill temporary vacancies which are expected to exceed ten (10) business days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such a recall and may instead remain on lay-off.
- f) It shall be the duty of Employees to notify the Employer promptly of any change of their address. If an Employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such Employee.

20.07 Union Orientation

The Union shall have the right to meet with new hires, within thirty (30) calendar days of their hire, for thirty (30) minutes without loss of regular earnings. The purpose of the meeting is to orientate them to the Union and the Collective Agreement.

20.08 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with another body, the Employer undertakes to ensure that:

1. Employees shall be credited with all seniority rights with the new Employer.
2. All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
3. The Employer endeavors to ensure no Employees shall suffer a loss of employment as a result of a merger.
4. In the event of a merger and provided the current work location remains, the jobs currently performed by Meals on Wheels and More Employees, shall continue to be performed by those Employees until such time as they so choose to vacate the position.
5. All Employees whether actively employed or on leave shall be covered by the existing Collective Agreement.

20.09 Temporary/Contract Employees

a) Definition

A temporary Employee is a person hired for a period of not more than twelve (12) months. Where a longer period is required, this shall be arranged by mutual consent of both parties to this Collective Agreement. If no mutual agreement, then the job must be re-posted temporarily for up to twelve (12) months. Upon notification by the permanent incumbent that they are not returning to their position, the Employer shall post their position immediately as a permanent position. In all cases the conditions of work for the temporary Employees shall be

given to the Employee upon commencement. A copy of this document shall be sent to the Union.

b) The Employer has the right to use contract Employees in accordance with paragraph a) above.

c) Condition of Hiring

A temporary Employee will be hired only to replace a regular Employee who is absent due to sickness, accident, vacation, or leave or absence.

d) A contract Employee will not be covered by the following provisions of the Collective Agreement:

- i) Article 18.05 – Float Holidays
- ii) Article 20 – Sick Leave
- iii) Article 21.03 – Bereavement Leave
- iv) Article 21.04 – Jury and Witness Duty
- v) Article 25 – RRSP Contributions
- vi) Article 29 – Employee Benefits

ARTICLE 21 – LEAVES OF ABSENCE

21.01 General Leave

A leave of absence with or without pay may be granted at the discretion of the Employer. A request for such leave of absence must be submitted to the Manager in writing with reasons in support thereof.

21.02 Union Leave

Upon written request, signed by an official representative of the Union up to a total of three (3) leaves of absence with pay per year may be granted to not more than one (1) member of the Bargaining Unit at any one time for the purpose of attending Union sponsored conventions and educational seminars.

Such leaves of absence shall not exceed five (5) business days duration per such Employee at any one time and shall not exceed in total ten (10) business days per such Employee per year. Requests must be received in writing by the Manager at least two (2) weeks in advance of the planned date for commencement of the leave. It is understood that authorization for leaves of absence under this Article will be conditional upon maintaining a high standard of service and efficiency in the operation of the Agency.

It is further understood that the Employer shall invoice the Union for wages and benefits for approved Union leaves and the Union shall reimburse the Employer accordingly.

21.03 Bereavement Leave

a) All Employees shall be granted up to five (5) day's time off without loss of pay, or benefits, at the time of the death of their or spouse's parent, spouse, brother, sister, child/children, grandparent, or grandchild.

- b) All Employees are also entitled to two (2) day's time off without loss of pay, or benefits, at the time of the death of their or spouse's aunt, uncle, niece, nephew.
- c) All Employees are also entitled to one (1) day's time off without loss of pay, or benefits, at the time of the death of any other person's residing in the same household or for whom the Employee has Legal Guardianship or legal Power of Attorney for personal care.
- d) In the event an Employee is on vacation and a death occurs, the Employee must notify the Employer immediately to have a change in status of the time off. The notification would then change the vacation to bereavement leave and upon their return the Employee shall then be able to reschedule their remaining vacation with the Employer.
- e) Employees will be able to defer some/all their allotted time if travel is required.

21.04 Jury and Witness Duty

Employees on the active payroll who have completed their probationary period and who are required by law to attend jury selection, serve as a juror or appear as a witness in a court proceeding shall continue to be paid the regular pay which they would have earned from their scheduled hours of work provided that they are not receiving pay for such days under any other provision of this Agreement and provided that they pay any fee received for jury duty to the Employer.

21.05 Pregnancy/Parental Leave

Pregnancy/Parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*. (R.S.O. 2000 as amended from time to time).

- a) An Employee entitled to pregnancy leave under the above, and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to Section 18 of the *Employment Insurance Act (Canada)*, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:
 - i) for the first, payments equivalent to sixty-five (65%) percent of the actual weekly rate of pay for their classification, which they were receiving on the last day worked, prior to the commencement of the pregnancy leave.
 - and-
 - ii) up to a maximum of twenty-five (25) additional weeks, payments equivalent to the difference between the sum of the weekly E.I. benefits the Employee is eligible to receive and any other earnings received by the Employee, and sixty-five (65%) percent of the actual weekly rate of pay for their regular classification which they were receiving on the last day worked, prior to the commencement of the pregnancy leave.
- b) An Employee receiving the Employment Insurance pregnancy/parental leave Allowance shall have her benefits coverage continued during the period she receives the pregnancy/parental leave allowance.

21.06 Parental Leave

Parental leave of five (5) days with pay shall be granted to Employees to be taken at any time in the period two (2) weeks before to three (3) weeks after the birth of a dependent child, or the date the child first came into the care, custody or control of the Employee. In addition, an Employee may take an additional two (2) days off, with pay, and have time deducted from their sick leave credits.

ARTICLE 22 – EXPENSE REIMBURSEMENT

22.01 Employees shall be reimbursed by the Employer for all authorized transportation expenses properly incurred in the carrying out of their duties in accordance with the following:

a) Expense Reimbursement

Mileage incurred as authorized on Employer business in Employee-owned vehicles will be reimbursed at a rate of fifty-two cents (.52¢) per kilometre.

b) Fares on the TTC incurred as authorized on Employer business or the cost of a transit pass the option of the Employer.

c) Employees shall submit monthly statements to the Employer setting out the particulars of the mileage, parking and transit fare expenses incurred prior to being reimbursed for the same.

d) Cellphones

Where the Employer requires an Employee to use a cell phone for work purposes, the Employer shall provide said cell phone, or pay a proportion of the Employee's monthly phone plan, in accordance with the Employer's policy.

e) Professional Fees and Licenses

The Employer will reimburse the Employee for the cost of any professional fee or license that is required in accordance with the Employer's policy.

ARTICLE 23 – JOB POSTINGS AND DESCRIPTIONS

23.01 The notice of vacancy or new position shall be posted on the Union Board and emailed to all Employees via the Employer's email and shall contain the following information: Job description, to whom the application should be made, minimum job specifications and qualifications and salary range.

23.02 Employees are entitled to receive a copy of the job description and other written information on which their position was most recently evaluated.

23.03 The parties agree that the organizational structure and the assignment of duties as set out in the job descriptions remain the sole purview of the Employer.

Where the Employer changes the duties of a job to a significant degree, or where the Employer establishes a new job or eliminates a present job, the Union shall be notified four (4) weeks prior to the changes being made and shall receive a job description

together with notification of the rate of pay established for the position. The Union may grieve the rate established and such grievance will follow through the Grievance Procedure start at Step II and Arbitration, if necessary.

The new rate shall become retroactive to the time the position was first filled by an Employee or all duties were altered.

ARTICLE 24 – JOB CLASSIFICATIONS & SALARIES / HOURLY RATES

- 24.01 Schedule "A" attached hereto shows the classifications and salaries or hourly rates of the Employees within the Bargaining Unit with effect from the dates set out herein. The parties agree that the said Schedule and contents thereof shall constitute part of this Agreement. If any new classifications are added during the life of this Agreement the parties will meet to negotiate the inclusion or exclusion in the Bargaining Unit and a proper wage rate.

ARTICLE 25 - PAY PERIODS

- 25.01 All Employees will be paid by direct deposit every two (2) weeks on the Thursday of that week with an Employee's statement of earnings and deductions to be delivered to the Employees within a reasonable amount of time.
- 25.02 Employees shall, on request, be paid in advance for pay periods the payday for which occurs during absence due to vacation or professional development.

ARTICLE 26 – RRSP CONTRIBUTIONS

- 26.01 The Employer shall, for each Employee who has completed one (1) year of continuous service, pay by way of a contribution to the Registered Retirement Savings Plan with the Royal Bank of Canada during each calendar year an amount equal to five percent (5.0%) of the gross earnings which each such Employee has received from the Employer in the current calendar year. Each Employee shall have the right to transfer their contribution from the RBC Bank to a financial institution of their choice anytime throughout the year.

ARTICLE 27 – PROFESSIONAL DEVELOPMENT

- 27.01 The Employer recognizes the need for the Employees to enhance and develop their professional competencies and work skills. The Employer shall endeavour to provide Employees with educational and developmental opportunities at its own expense subject to financial constraints.
- 27.02 The identification of educational and developmental opportunities can be initiated by the Employees or the Manager.

- 27.03 Decisions regarding staff participation in educational and developmental opportunities will reside solely with the Manager in consultation with the affected Employees.

ARTICLE 28 – HEALTH & SAFETY

- 28.01 The parties agree to abide by the provisions of the *Occupational Health & Safety Act R.S.O. 1990 (OHSA)* as amended from time to time.

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with the minimum of one (1) Union and one (1) Employer members. The Health and Safety Committee shall hold meetings at least once a month, or more frequently if requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

ARTICLE 29 – EMPLOYEE BENEFITS

- 29.01 The Employer agrees to continue to provide the current benefit package which is available through the *Industry Alliance Insurance and Financial Services Inc.*

The benefit package is as described in the *Industry Alliance Insurance and Financial Services Inc.* Employee handbooks, as amended from time to time.

Effective May 1, 2001, the current benefit package includes the provision of an EMPLOYEE ASSISTANCE PROGRAM (EAP).

- 29.02 The Employer agrees to pay fifty percent (50%) of any additional income tax payroll deductions which result from the introduction and implementation of the Ontario Health Premium.

ARTICLE 30 – WORKPLACE SAFETY AND INSURANCE BENEFITS

- 30.01 All Employees will be covered under the Workplace Safety and Insurance Act.
- 30.02 Where the claim is not approved or where an Employee receives monies in excess of their appropriate net pay amount, such excess shall be treated as an overpayment and the Employee agrees to reimburse the Employer for any such overpayment.
- 30.03 An Employee who sustains a compensable injury and as a result, must leave work before the end of their workday on the day the injury occurred shall be paid to the end of the workday.

- 30.04 Employees will have access to Employer paid sick leave and/or Employee sick bank until such time as the Employee's claim for benefits, including appeal, is determined by the *WSIB*.
- 30.05 An Employee in receipt of a loss of earnings benefit in accordance with section 43 of the *Workplace Safety and Insurance Act, 1997, S.O. 1997*, as amended who is not on layoff shall be considered to be an Employee on the active payroll and;
- a) Continues to accrue seniority and service;
 - b) Continues to accrue unpaid vacation time; and
 - c) The Employer will maintain benefit coverage in the same manner as though the Employee were at work.


ARTICLE 31 – DURATION OF COLLECTIVE AGREEMENT

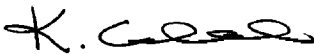
31.01 This Agreement shall have a term from April 1, 2023 to March 31, 2025 and shall continue in effect for one (1) year thereafter unless either party gives written notice to the other party of its intention to enter into negotiations for the purpose of amending, revising or terminating this Agreement. Such notices shall be given within a period of no more than ninety (90) days nor less than thirty (30) days prior to the date of termination of this Agreement and failing the same, this Agreement shall continue for one (1) further year.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized signing officers and representatives.

Signed at _____, Ontario this _____ day of _____ 2024

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**


S. Shepherd (Jun 21, 2024 10:02 EDT)



**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3358-02**




Y. Dixon (Jun 19, 2024 15:32 EDT)

SCHEDULE "A" – WAGES

Effective April 1, 2023 – 2.5% increase

Service Delivery Coordinator	45,952.85
Meal Services Assistant	\$36,425.33
Part-Time Meal Services Coordinator (\$/Hour)	\$22.43

Effective April 1, 2024 – 3% increase

Service Delivery Coordinator	47,331.44
Meal Services Assistant	\$37,518.09
Part-Time Meal Services Coordinator (\$/Hour)	\$23.10

LETTER OF UNDERSTANDING #1

BETWEEN

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 3358-02

SUCCESSOR RIGHTS:

The parties undersigned agree to meet at the end of the first year of the Collective Agreement to discuss the following item:

All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.

However, it is understood that when appropriate the *Labour Relations Act* will apply as it relates to mergers.

Signed at _____, Ontario this _____ day of _____ 2024

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3358-02**

sshpherd
SShepherd (Jun 21, 2024 10:02 EDT)

D. Christie

K. [Signature]

Y. Dixon
Y.Dixon (Jun 19, 2024 15:32 EDT)

LETTER OF UNDERSTANDING #2

BETWEEN

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 3358-02

INVESTING IN NEIGHBOURHOODS (IIN) PROGRAM

The parties undersigned agree that for the duration of the Collective Agreement the Employer may participate in the Investing In Neighbourhoods (IIN) Program funded by the City of Toronto.

Positions funded through IIN Program will last no longer than twelve (12) months and will not fall under the positions included in the Collective Agreement.

There will be no Bargaining Unit layoffs as a result of positions created through the IIN Program.

Signed at _____, Ontario this _____ day of _____ 2024

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3358-02**

sshpherd
SShepherd (Jun 21, 2024 10:02 EDT)

D. Arista

K. C. [Signature]

Y. Dixon
Y. Dixon (Jun 19, 2024 15:32 EDT)

LETTER OF UNDERSTANDING #3

BETWEEN

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 3358-02

VACCINATION POLICY:

The parties agree that within eight (8) months of ratification of this Collective Agreement, they will meet to discuss the adaption of the Employer's current Influenza Vaccination Policy as it relates to COVID-19.

Signed at _____, Ontario this _____ day of _____ 2024

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

SShepherd
SShepherd (Jun 21, 2024 10:02 EDT)

K. Coak

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3358-02**

D. Ariste

Y. Dixon
Y. Dixon (Jun 19, 2024 15:32 EDT)

LETTER OF UNDERSTANDING #4

BETWEEN

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 3358-02

RE: PENSION PLAN

During the life of this Collective Agreement, the parties will meet, and the Union will explain the advantages of joining the Multi-Sector Pension Plan. Nothing herein obligates the Employer to join the Multi-Sector Pension Plan.

Signed at _____, Ontario this _____ day of _____ 2024

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3358-02**

SShepherd
SShepherd (Jun 21, 2024 10:02 EDT)

D. Dixon

K. C. [Signature]

Y. Dixon
Y. Dixon (Jun 19, 2024 15:32 EDT)

LETTER OF UNDERSTANDING #5

BETWEEN

BETTER LIVING AT THOMPSON HOUSE

(MEALS ON WHEELS AND MORE)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 3358-02

Re: Internal Market Review

The Employer will engage in a compensation review during the term of the agreed upon Collective Agreement. The compensation review may consider: compensation benchmarks for positions comparable to the positions in the Bargaining Unit; compensation reviews conducted by third parties on behalf of partner organizations within the sector; and the input of the Union.

The Employer will share the conclusions of the review with the Union.

Signed at _____, Ontario this _____ day of _____ 2024

**BETTER LIVING AT THOMPSON HOUSE
(MEALS ON WHEELS AND MORE)**

Sshepherd
SShepherd (Jun 21, 2024 10:02 EDT)

K. C. [Signature]

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3358-02**

D. [Signature]

Y. Dixon
Y. Dixon (Jun 19, 2024 15:32 EDT)

GLOSSARY OF TERMS

1. **RIGHT TO BUMP UP**
An Employee with qualifications to perform the duties of a higher classification has the right to bump those with less seniority in the higher classification.
2. **PART-TIME EMPLOYEE**
Part-time Employees, as defined by job description, work a maximum of fifteen (15) hours per week. This determination would be based on the average number of hours worked per week over the previous twelve (12) months, or the Employee's total length of service if less than twelve (12) months. Part-time Employees by definition do not qualify for group insurance benefits.
3. **PARENT**
Mother, father, stepmother, stepfather, legal guardian
4. **SPOUSE**
Spouse, common law partner, same sex partner, fiancée
5. **CHILD/CHILDREN**
Son, daughter, stepson, stepdaughter, legal ward
6. **BUSINESS DAY**
Means any working day (Monday to Friday inclusive) excluding statutory and other holidays (i.e., New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day) and any other day on which the province has elected to be closed for business.
7. **CALENDAR DAY**
Means each day shown on the calendar beginning at 12:00 Midnight, including Saturdays, Sundays and Holidays.