

# **Collective Agreement**

**Between**

**Christie Ossington  
Neighbourhood Centre**

**and**

**CUPE Local 3191**

**Term:**

**April 1, 2023 to March 31, 2026**

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## **ARTICLE 1- PURPOSE**

### **1.01 Purpose**

The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and Employees covered by this Agreement. The Agreement will provide settlement of grievances and establish and maintain satisfactory working conditions and wages.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the Employees;
- (b) To hire, classify, assign, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge Employees, provided that a claim by an Employee that they have been discharged without just cause, may be subject of a grievance and dealt with as herein after provided;
- (c) Make, enforce and alter Employer policies and regulations governing the conduct of the Employees.
- (d) To determine the types of services which the Agency is engaged, including the right to plan, direct, and control service, facilities, programmes, courses, procedures, methods, staffing, location and classification of personnel required from time to time, working assignments and scheduling thereof, supervision and control of programmes.

### **2.02 Failure to Exercise Rights**

Failure by the Agency to exercise any of its management rights shall not be considered as a waiver or abandonment of any such rights nor shall it preclude the Agency from exercising the same in some other way that is not in conflict with the express provisions of this Agreement.

## **ARTICLE 3 - RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 3191 as the sole and exclusive collective bargaining agent for all Employees of the Christie Ossington Neighbourhood Centre in the City of Toronto save and except Supervisors and persons above the rank of Supervisor.

3.02 Work of the Bargaining Unit

- (a) No Employee shall be laid off during the term of this Agreement, as a direct result of the Employer contracting out any work currently performed by bargaining unit members.
- (b) The Employer shall not contract out any work usually performed by members of the bargaining unit except by mutual agreement.
- (c) The Employer shall not use volunteers in a way that results in Employee layoffs. Volunteers will not be used to fill vacant bargaining unit positions.

3.03 No Other Agreements

No Employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

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

3.04 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon prior notice to the Executive Director (or designate) such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

3.05 Failure to Exercise Rights

Failure by the Union to exercise any of its rights contained in Article 3 shall not be considered as a waiver or abandonment of any such rights nor shall it preclude the Union from exercising the same in some other way that is not in conflict with the express provisions of this Agreement.

## **ARTICLE 4 – DEFINITION OF EMPLOYEE**

4.01 Employee Terms

- (a) A "full-time" Employee shall be deemed to be an Employee who regularly works thirty-seven and one-half hours (37 1/2) hours per week or more.
- (b) A "part-time" Employee shall be deemed to be an Employee who regularly works more than twenty-four (24) hours per week but less than thirty-seven and one half (37 1/2) hours per week. It is understood that there is no guarantee of minimum hours of work per week.
- (c) A "Weekend Part-time" Employee shall be deemed to be an Employee who is regularly scheduled to work weekends and is regularly scheduled to work no more than twenty-four (24) hours per week. Weekends can include shifts that begin or end Friday through Monday. It is understood that there is no guarantee of minimum hours of work per week.

- (d) A "relief" Employee shall be defined as an Employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the Employee's availability, for not more than twenty-four (24) hours per week. Work is scheduled as required to replace regular staff on an emergency basis and to assist with peak load situations.

Relief Staff may be scheduled in excess of twenty-four (24) hours per week to cover block shifts for permanent PT and FT coverage. There shall be a rotation for block shift coverage.

Relief shall be scheduled based on availability, equitability and seniority.

A call in log shall be maintained for calling relief Employees including shift and location. This log shall be maintained and added to the ShareDrive with a copy to the Union monthly.

The Employer agrees that the relief pool will not be used to avoid filling a permanent position or a temporary vacancy expected to last for more than thirty (30) calendar days.

In recognition of the desirability of providing full-time and part-time work for Employees and working towards the elimination of precarious work, the parties agree that where there are enough hours available to create full-time and/or a part-time position, those hours will be converted from relief/casual or part-time to full-time over the life of this Agreement.

It is understood that relief Employees may also be scheduled on the regular monthly schedule, according to their seniority and availability, and in accordance with Article 14.05, where the total hours the Employee works does not exceed twenty-four (24) regularly scheduled hours per week.

(e) Contract Employees

- i. The Union recognizes the need for the Employer to hire Contract Employees under certain circumstances. The Employer agrees that such contract work substitutes for, or is alternative to, regular employment. The Employer will inform the Union of the circumstances giving rise to the vacancy.
- ii. The Contract Employees may be hired for:
  1. a specific term to replace an Employee who will be on an approved absence, and where the period of employment shall not exceed the expected length of the absentee's leave unless the Contract Employee is required to assist the returning Employee (ie. orientation, on modified work or as agreed to by the parties.)
  2. a specific term to cover for peaks in workload, and where the period of employment shall not exceed the expected length of the workload peak;

3. a specific project, and where the Employer will establish the job description and provide a copy to the Union; and with the further restriction that the length of the period of employment shall not exceed twelve (12) months except with the mutual agreement in writing of the Employer and the Union, such agreement not to be unreasonably withheld.
- iii. The term of the contract work will be defined at the time of hire, however it may be shorter in the event the Employee being replaced returns to their position earlier than expected.
- iv. A Contract Employee who is offered and accepts a regular position during their employment shall be credited with seniority from their most recent date of hire. In the event that a Contract Employee is awarded a new position prior to the completion of their current contract, their appointment to the new position may be delayed until such time the contract is completed.
- v. Contract Employees will enjoy all the rights and benefits of the Collective Agreement which will be effective from the first day of their employment, save and except for layoff procedures as defined under Article 15, general leave of absence as defined under Article 21, and benefits as defined under Article 23.

## **ARTICLE 5 - NO STRIKES/NO LOCKOUTS**

### **5.01 No Strikes and Lockouts**

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that, during the life of this Agreement, there will be no lockout, in accordance with the Ontario Labour Relations Act.

## **ARTICLE 6 - NO DISCRIMINATION / NO HARASSMENT**

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by either party 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, gender identity, gender expression, record of offenses, marital status, family relationship, number of dependents, physical or other disability, place or residence or any other ground protected by the *Ontario Human Rights Code* or by reason of their membership or non-membership or activity or lack of activity in the Union.

6.02 Gender/Transgender Harassment shall be identified as offensive comments, actions, and/or exclusion from that to which a person(s) would otherwise have a right, which demean and belittle an individual and/or cause personal humiliation, on the basis of sexual orientation or gender. Gender/Transgender Harassment also include

discrimination, alienation, intimidation, and silencing or the differential treatment of a person as a result of their gender identity.

- 6.03 Every Employee has the right to fulfil their job responsibilities in a workplace free from workplace violence and harassment in any matter identified by the Ontario Human Rights Code, R.S.O.1990, c. H.19 and the Ontario Occupational Health and Safety Act, R.S.O.c.0.1.

Workplace violence is defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.

Workplace harassment is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

The definition of workplace harassment includes workplace sexual harassment.

Sexual Harassment is defined as engaging in a course of vexatious comments or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome.

Complaints of workplace violence and harassment shall be dealt with in accordance with the Violence in the Workplace policy and will be investigated promptly.

It is recognized that where the alleged harasser is the Employee's Supervisor, the complaint should be filed directly with the Executive Director or their designate.

The Union will be invited to participate in the investigation processes of such complaints at a level in keeping with the investigation process.

- 6.04 The parties agree to comply with the Ontario Human Rights Code.

## **ARTICLE 7 - UNION SECURITY AND CHECK-OFF**

### 7.01 Union Security

All Employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment. The Employer shall deduct from every Employee any dues, initiation fees, or assessments levied by the Union on its members.

### 7.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all Employees from whose wages deductions have been made.

This list will also include the names and addresses of the Employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

7.03 New Employees

- (a) The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired Employee who is not a member of the Union, once during the Employee's first week of employment, for the purpose of advising such Employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.
- (c) The Employer shall notify the Union of all new Employees within five (5) working days of commencing employment.

7.04 T4 Slips

Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.

7.05 Contact Information

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

The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual, contract), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

## **ARTICLE 8 - CORRESPONDENCE**

- 8.01 All official correspondence between the parties arising out of this Agreement shall pass to and from the Executive Director (or designate) and the President (or designate) of the Local Union, with a copy to the CUPE National Representative.

## **ARTICLE 9 - UNION - MANAGEMENT RELATIONS**

9.01 a) Representation

No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer

with the names of its officers. Similarly, the Employer shall supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

**b) Union Officers and Committee Members**

Members have regular duties to perform in connection with their employment. Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances and attendance at meetings with the Employer.

Where permitted by this Agreement and/or as otherwise permitted by the Employer, before leaving their regular duties, permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties as contained herein, shall be considered as time worked.

It is understood that time spent in accordance with this Article will be compensated at straight time for scheduled hours at the officers or committee members regular rate of pay. It is understood that Article 16.03 shall not apply to time spent on Union business.

It is understood that any Employee who is a member of the Union local executive will not conduct business of the Local during work time. It is understood this does not apply to duties carried out in their capacity as a Steward for issues specific to the Employer, should they hold both a Steward and Local role.

**9.02 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union one (1) of which will be the President or Vice President as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Committee members shall not suffer loss of pay for scheduled hours for the first five (5) bargaining sessions, in face-to-face negotiations up to and including conciliation.

The numbers for the Union Committee and the Employer Committee shall always be equal-except in absence of a member provided the Committees maintain quorum (majority of their Committee is present).

**9.03 (a) Union - Management Committee**

A Union-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

**(b) Purpose of Committee**

The purpose of the committee is to discuss issues relating to the workplace which affect the parties of bargaining unit Employees, excluding grievances or matters pertaining to negotiations. The committee may make recommendations to the parties with respect to the discussion in committee meetings.

(c) Meetings of Committee

The Committee shall meet bi-monthly, or more frequently upon mutual agreement of the parties. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

(d) Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(e) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons within two (2) weeks after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes.

(f) Jurisdiction of Committee

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

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

9.04 Occupational Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- (b) A Joint Health and Safety Committee shall be constituted in accordance with the Occupational Health and Safety Act of Ontario. The Committee shall have three (3) representatives from the Bargaining Unit, two (2) of whom are certified representatives, and three (3) representatives not covered by the Collective Agreement, two (2) of whom are certified representatives.
- (c) Every effort will be made to ensure that each location is represented on the Joint Health and Safety Committee by both a Bargaining Unit Representative and Employer Representative. The Committee shall meet a minimum of four (4) times per year, or as requested by either party, to identify potential dangers and to recommend means of improving the health and safety programs.
- (d) The time spent at Committee meetings shall be considered as time worked in accordance with the Occupational Health and Safety Act.

Employee representatives on the Committee shall be entitled to one (1) hour paid preparation time prior to each committee meeting time.

Employee representatives will be certified workers as defined under the Occupational Health and Safety Act, and 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, they shall be paid at the appropriate rate.

**9.05 Union Time Paid by Union Local**

The Employer agrees to pay Union members employed by the Employer for Union business/time authorized by the Union Local. The Union agrees to reimburse the Employer for wages for time spent along with all payroll and benefits costs associated with the time.

The Union Local agrees to remit payment upon receiving an invoice within sixty (60) calendar days.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.01 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Stewards. The Steward may assist any Employee, which the Steward represents, in preparing and processing their grievance in accordance with the grievance procedure.

**10.02 Names of Stewards**

The Union shall notify the Employer in writing of the names of each steward before the Employer shall be required to recognize them.

**10.03 Permission to Leave Work**

Union officers shall be entitled to leave their work during working hours in order to investigate and process grievances. This shall include attendance at meetings with the Employer for the purpose of attempting to resolve grievance.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate Supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, shall be considered as time worked.

**10.04 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

**10.05 Settling of Grievance**

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

**Step 1**

If the Union's Grievance Committee considers the grievance to be justified, the Union

will first seek to settle the dispute by meeting with the Employee's Supervisor within five (5) working days of the circumstances giving rise to the grievance occurred, or the date the Employee ought reasonably have become aware of the circumstances.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward will submit a formal grievance to the Employee's Supervisor with a written statement of the particulars of the grievance and the redress sought. The Supervisor shall render their decision, in writing, within five (5) working days after receipt of such notice. The Director shall be provided a copy.

Step 3

Failing settlement being reached in Step 2, the Steward will submit the written grievance to the Executive Director (or designate) within five (5) working days. The parties shall convene a meeting to discuss the grievance within five (5) working days. The Executive Director (or designate) shall render their decision, in writing, within five (5) working days after the meeting has occurred. A copy shall be forwarded to the assigned CUPE National Staff Representative.

10.06 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

10.07 Policy and Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, the grievance shall be submitted directly at Step 3 of the grievance procedure.

10.08 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

10.09 Grievance on Safety

An Employee, or a group of Employees, who is requested to work under unsafe or unhealthy conditions shall have the right to file a grievance. Such grievance may be submitted directly at Step 3 of the grievance procedure.

10.10 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the necessary facilities for the grievance meetings.

10.11 Failure to Act Within Time Limits

Timelines may be extended by mutual agreement in writing.

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified the grievance shall be deemed to have been withdrawn and/or abandoned. If the Employer fails to respond at any step of the grievance procedure the grievance will be deemed to have been denied.

The failure of an individual or the Union to file a grievance, or the failure of an individual or the Union to proceed to the next grievance procedure step, does not prejudice any other Employee or the Union from filing a future grievance on a similar or related matter.

**10.12 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) calendar days after the dates of the reply at Step 3. Where the grievance is not referred, in writing, to arbitration within the thirty (30) calendar days, the grievance shall be deemed withdrawn and/or abandoned.

**10.13 May Omit Grievance Steps**

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

## **ARTICLE 11 - ARBITRATION**

**11.01** When either party wishes to submit a grievance to arbitration, it shall inform the other party within thirty (30) calendar days of the receipt of the written decision at Step 3 of the grievance procedure, indicating their choice of a sole arbitrator.

**11.02** Where the receiving party does not agree to the choice of sole arbitrator(s), they will include the name of their proposed arbitrator(s) in their response. The recipient of the notice shall, within ten (10) working days thereafter, advise the initiating party, in writing, of its proposed arbitrator(s) If the parties fail to agree upon a sole arbitrator within ten (10) working days of the receipt of such, either Party may then request the Minister of Labour to appoint an Arbitrator.

**11.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**11.04** The decision of the Arbitrator shall be final and binding on both parties.

**11.05** The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement.

**11.06** Each of the parties will bear one-half (1/2) the fees and expenses of the Arbitrator.

**11.07** The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

**11.08** A grievance cannot be referred to arbitration unless the grievance procedure has been exhausted. This does not prevent the parties from proceeding to arbitration under Section 49 of the Ontario Labour Relations Act.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Adverse Report**

The Employer shall notify an Employee in writing of any expression of dissatisfaction concerning their work without unreasonable delay, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. This Article shall be applicable to any complaint or accusation, which may be detrimental to an Employee's advancement or standing with the Employer whether or not it relates to their work. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record and shall be removed in accordance with Article 12.02.

### **12.02 Clearing the File**

The record of an Employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports provided no similar occurrence within the twelve (12) month period.

For matters of a serious nature involving harassment, abuse or neglect the record of an Employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action provided there has been no similar occurrence within the eighteen (18) month period.

### **12.03 Discipline Notices**

- (a) Whenever the Employer or a representative of the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such Employee fails to bring their work up to a required standard, the Employer shall, without unreasonable delay, give written particulars of such censure to the Employee, with a copy to the Union. The disciplinary notice shall be presented to the Employee in the presence of their steward.
- (b) Any letter of reprimand, suspension or other disciplinary sanction shall not be relied on by the Employer for future discipline and shall be removed from the Employee's personnel file twelve (12) months following receipt of such letter, suspension or other disciplinary sanction provided there is no further incident during the previous twelve (12) month period. All non-disciplinary notations shall also be removed after twelve (12) months.

### **12.04 Discharge Procedure**

When an Employee is discharged or suspended, the Employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

### **12.05 Access to Personnel File**

Upon request with at least two (2) working days notice, an Employee shall have the right, during normal business hours of the administration office and in the presence of a Supervisor, to have access to review their personnel file. The Employee is entitled to receive a copy of the file if requested within five (5) working days.

12.06 Right to Have Steward Present

An Employee shall have the right to have their Steward present at any discussion with Supervisory personnel, which the Employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an Employee for disciplinary purposes, the Supervisor shall notify the Employee in advance of the purpose of the interview. The Employer shall also notify the Employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have them present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 13 - SENIORITY**

13.01 Seniority Defined

For full-time Employees, seniority is defined as the length of service in the bargaining unit since the last date of hire. For part-time Employees, a year's seniority shall be calculated on the basis of 1950 hours paid. Notwithstanding the above, a part-time Employee cannot accrue more than one year's seniority in a twelve (12) month period. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

Clarity Note: The full-time seniority list will show a hire date (the last date of hire) and seniority date (for Employees who become full-time later in their employment, this date will be the date assigned following the calculation of hours based on one thousand nine hundred fifty (1950) hours being equal to one (1) years' service).

13.02 A separate seniority list shall be maintained for relief Employees. Relief Employees will accrue seniority on the basis of hours worked.

13.03 Seniority will operate on a bargaining unit wide basis, with the exception of Article 15 (Layoff and Recall) where a part-time Employee will not be able to bump a full-time Employee.

13.04 Where two (2) or more Employees commence work on the same day, seniority shall be determined by a lottery, whereby affected Employees will be invited to participate in the process.

13.05 The Employer shall post the seniority list every January and July showing the seniority date for each Employee, with a copy sent to the Union.

13.06 Probationary Employees

a) Newly-hired full-time Employees shall be considered on a probationary basis for a period of four hundred and eighty-seven and one half (487.50) hours worked from the date of hiring. Newly-hired part-time and relief Employees shall be considered on a probationary basis for a period of two-hundred and ninety (290) hours worked from the date of hiring. A probationary Employee may transfer to another

position within the same job classification during their probation if they are the successful applicant to a job posting.

(Note: This is for change of status only, for example a Relief applying to a Part-Time or Full-time posting within the same job classification.) In this instance the Employee's probation may be extended by one hundred and fifty (150) hours.

- b) A probationary Employee may be recognized as a permanent Employee at some time prior to the completion of the probationary period.
- c) During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

13.07 Loss of Seniority

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and are not reinstated.
- (b) They resign and do not rescind within twenty-four (24) hours.
- (c) They are absent from work in excess of five (5) or more scheduled shifts without reason that is satisfactory to the Employer or without notifying the Employer.
- (d) They fail to return to work within ten (10) calendar days following a lay-off and after being notified by registered mail. It shall be the responsibility of the Employee to keep the Employer informed of their current address.
- (e) They are laid off in excess of twenty-four (24) months.

13.08 Transfers and Seniority Outside of the Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

- 13.09 Upon any change in status, seniority will be carried over from full-time to part-time and/or relief, and vice-versa, on the basis that one (1) year of service equals one thousand nine hundred and fifty (1950) hours.

## **ARTICLE 14 - VACANCIES PROMOTIONS AND STAFF CHANGE**

### **14.01 Posting for Vacant Positions**

Within seven (7) calendar days of becoming aware of the temporary vacancy (expected to exceed thirty (30) working days), permanent full-time and/or part-time vacancy, the Employer will offer the position to workers on layoff and recall as per Article 15. In such cases, Article 14.04 will apply. If no Employee is on layoff or recall, the vacancy will be posted for a period of seven (7) calendar days during which time Employees may submit an internal application. In the event of a vacancy which the Employer intends to fill, or the creation of a new permanent bargaining unit position, the position will be posted. The posting shall be placed on the staff information bulletin boards, and distributed to Employees via email, with a copy to the Union.

### **14.02 The posting shall contain the following:**

- (a) The job title
- (b) The reporting line
- (c) The rate for the job and the expected hours of work
- (d) The qualifications and experience required to perform the job
- (e) A brief description of the nature of the job
- (f) The deadline for applications and the location or person to whom applications shall be made.

**14.03** Any Employee who has completed their probationary period may apply in writing for the posted job. It is understood that Article 13.06 (a) permits a probationary Employee to transfer to another position within the same job classification during their probation if they are the successful applicant to a job posting.

**14.04** Employees in the Bargaining Unit who apply for the posting will be considered first. The job will be awarded to the most senior applicant of the posting, who has the qualifications, experience, skill and ability and perform the normal requirements of the job. No outside applicant shall be considered for a job vacancy until all internal applicants have been assessed. It is understood that satisfactory attendance, performance and disciplinary records of the Employee may be considered as a required qualification within this Article.

**14.05** Following the selection of the successful applicant, all other applicants shall be informed that they were not selected and upon request, the reasons for the denial.

**14.06** The Employer will advise the Union where any posted position is not filled within three (3) weeks. The Employer will not unreasonably delay the process.

### **14.07 Trial Period**

A successful applicant shall work a three (3) month trial period in the new position. In the event the Employee fails to meet the requirements of the new position within the period, or request to be removed from that position within that period, they may be returned to their former position without loss of seniority. Any subsequent postings that

were filled as a result shall be reversed. Should the Employee's position no longer exist, the Employee may exercise their bumping rights under Article 15.

**14.08 Union Notification**

The Union shall be notified of all hiring's, layoffs, recalls and terminations of employment for Employees within the bargaining unit within ten (10) working days.

**14.09 Postings while on Vacation**

When an Employee will be absent on vacation, the Employee may advise their Manager, in writing, and no more than seven (7) calendar days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the Employee wishes to be considered. If such a job or position then arises during the Employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

**14.10** No Bargaining Unit member shall hold more than one position in the Bargaining Unit at any given time. In addition, a Bargaining Unit Employee accepting a position outside of the Bargaining Unit shall be placed on leave or resign from their Bargaining Unit Position. For clarity, no Employee of Christie Ossington Neighbourhood Centre shall hold more than one position at any given time.

**14.11** Employees will be provided onboarding, training and appropriate orientation by a Supervisor or a Manager commencing on their first day scheduled.

**ARTICLE 15 - LAY OFFS AND RECALLS**

**15.01** The Union shall be given two (2) weeks' notice of all reductions or eliminations of positions.

**15.02** Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, Employees shall be laid off in accordance with Article 13 - Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

**15.03** Layoffs, under the provisions of this Collective Agreement shall include the reduction of more than forty (40%) percent of daily or biweekly hours of any full-time or part-time Employee.

No full-time Employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time Employees.

**15.04** When reducing the workforce the following shall apply, provided that the remaining Employees have the necessary qualifications, skill and ability to perform the available work:

- i. Probationary Employees performing the work shall be laid off first;
- ii. Thereafter, Employees having the least seniority in the affected classification shall be laid off;

- iii. A laid off Employee may elect to bump a less senior Employee in the bargaining unit, providing they have the skill, qualifications and ability to meet the requirements of the job or elect to accept the layoff and maintain recall rights subject to the terms of this agreement.
  - iv. Part-time Employees may only bump other part-time or relief Employees.
- 15.05 Employees who are to be laid off shall be placed on a recall list and shall retain but not accrue seniority for twenty-four (24) months.
- 15.06 Employees on layoff who have the necessary qualifications, experience and skill and ability shall be given preference for temporary vacancies which are expected to exceed thirty (30) working days. An Employee who has been recalled to such temporary work shall not be required to accept such recall and may instead remain on layoff.
- 15.07 The Employer will not schedule part-time Employees in such a way as to reduce or prevent the hiring of full-time Employees.
- 15.08 The Employer will recall Employees in order of seniority to vacant permanent bargaining unit positions for which they have the necessary qualifications, skills and ability to perform the work, for a period of twenty-four (24) months from the date of layoff. The posting procedure shall not apply until those laid off have been given opportunity of recall. Notice to recall shall be sent by registered mail to the last known address of the Employee, who shall respond to the recall notice within seven (7) calendar days after receipt.
- 15.09 In the event of a layoff of an Employee, providing the carrier permits, the Employer shall pay its share of insured premiums for one (1) month after the month in which the layoff occurs. After such period, provided the carrier permits, the Employee may elect to pay the premiums as long as they maintain the recall rights.
- 15.10 In the event of a proposed lay-off, the Employer shall meet with the Union to review the following:
- i. The reasons causing the proposed lay-off;
  - ii. Alternatives or solutions to the lay-off decision;
  - iii. The services, if any, the Employer will provide to its residents after the proposed lay-off;
  - iv. The method of implementation of the lay-off including areas of funding cutbacks, the Employees to be laid off, and lay-off procedures.

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

- 16.01 The normal hours of work for regular full-time Employees shall consist of thirty-seven and one half (37 1/2) hours per week, seven and one half (7 1/2) hours per day, excluding unpaid meal breaks. Hours of work shall not be altered with less than two (2) weeks notice to Employees whenever possible.

16.02 An Employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and a minimum of one-half (½) hour unpaid meal period during a full shift.

Employees who are interrupted during their break or those who are required to remain at the workplace during a meal period are responsible to ensure they take the break time provided for in this Article. Hostel Employees may not be permitted to leave the workplace during rest and/or meal periods due to health and safety concerns (e.g., 2-person shift) however they will be permitted to take the time provided for in this Article, except in emergency circumstances.

16.03 Attendance at staff meetings, Employer related trainings, conferences, retreats or other meetings requiring mandatory staff attendance shall be considered work time and shall be paid at the appropriate rate, for a minimum of three (3) hours, or the duration of the meeting/event. It is understood this Article shall not apply to Union business.

16.04 Posting of Schedules

a) All Full-time and Part-time Employees shall be given at least two (2) weeks' notice to any changes in their regular schedule.

b) A four (4) week Relief shift schedule shall be posted on the 15<sup>th</sup> day of each month for the following month. Wherever reasonably able to do so, an Employee shall be given at least seven (7) calendar days' notice of any change to this schedule.

c) The Employer shall schedule a minimum of two (2) full-time staff members for each shift. In cases where an Employee is unable to fulfill their scheduled shift, the Employer will exert reasonable efforts to secure a replacement Employee in order to maintain the prescribed staffing levels. However, there may be situations, such as instances of short notice, where only one (1) Employee is available to cover some or all of the shift duration.

16.05 Additional Shifts

Available shifts on the posted monthly schedule shall be assigned by the Supervisor (or designate) to Employees on the relief list within the required classification in the order of their seniority and stated availability, on a sequential basis.

Shifts that have become available after the schedule has been posted will be offered by the Supervisor (or designate) to Employees on the relief call-in list within the required classification in the order of their seniority on a sequential basis. A notation shall be made for each Employee called. The Employer is not required to call the next senior Employee on this list if the assignment of that shift(s) will result in overtime pay.

16.06 Call-In

When Employees become aware that they will be absent unexpectedly from an assigned shift:

a) They will notify their direct (or on-call) Supervisor, as soon as possible and without delay, by telephone at the number provided by the Employer. While it is expected

that the Supervisor will answer the call in person, if the Supervisor does not answer, the Employee will first leave a voice message, and if they so choose a text message, providing their name, the reason for the absence, and the date and time of the shift(s) from which they shall be absent.

b) Notification should be provided

- (i) For morning shifts: as soon as possible, either the night before the shift, or no less than two (2) hours prior to the start of their shift.
- (ii) For afternoon or over night shifts: as soon as possible, at or before for (4) hours prior to the start of their shift.

c) Exceptional circumstances and/or emergencies shall be taken into consideration when the above timelines cannot be met. Where the Employee is reporting exceptional circumstances and/or emergency they will be required to provide the reason to the Employer.

16.07 Where there is an operational need to move Employees to a work site that is not their regular worksite the Employee shall be paid for mileage or transit costs, time for travel and shall be paid at their regular rate of pay or in the event of covering a higher classification the rate of pay for that classification. In no event shall an Employee be moved to a work site that is not their regular worksite for more than three (3) continuous shifts without written mutual consent with a copy to the Union.

## ARTICLE 17 - OVERTIME AND PREMIUM PAYMENT

17.01 Hours of work in excess of the regular work week under Article 16 (Hours of Work) above shall be compensated for on the following basis:

- (a) Where an Employee is required to work in excess of thirty-seven and one half (37½) hours but less than forty-four (44) hours in a week, they shall be compensated with time off at straight time for the hours worked in lieu thereof to a maximum bank of seventy-five (75) hours or two (2) weeks.

Where an Employee is "stuck on shift" as a result of the next shift not appearing as scheduled all time spent beyond the regularly scheduled hours will be recorded as lieu time.

- (b) For all authorized hours worked in excess of forty-four (44) hours per week, the Employee may be compensated at time and one-half (1½ x) either with time off in lieu or pay, as determined by the Employee in consultation with the Employer.
- (c) Overtime must be authorized in advance, except in the case of emergencies.
- (d) Accumulated lieu time off shall be taken at a mutually agreeable time within three (3) months.

17.02 Call Back

An Employee who is called in by the Employer to work after completing their regular shift, and who agrees to work, shall be paid a minimum of three (3) hours pay. Where such call back occurs between midnight and 7:00 a.m. the Employer shall reimburse

the cost of a taxi, UBER or other ride share to and from the home of the Employee with the submission of a receipt.

## ARTICLE 18 - PAID HOLIDAYS

18.01 Subject to other terms of this Article, Employees will receive the following holidays with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1st)	Boxing Day

18.02 A Regular Full-time Employee shall be paid a full day's pay at their base wage rate in accordance with their scheduled hours.

A Regular Part-time Employee shall receive a pro-rated amount.

18.03 Float Days

Full-time Employees are granted one (1) floating day off with pay each fiscal year to be taken on a day mutually agreed upon between the Employer and the Employee.

18.04 It is understood that work on paid holidays is voluntary and based on seniority, (by classification) except where there is insufficient volunteers. In such cases, the Employer may require Employees to work on a paid holiday, in reverse seniority.

18.05 (a) Any Employee who is required to work on any of the above-mentioned holidays shall be paid for all work performed at one and one-half (1 1/2) times their regular hourly rate for all normal hours of work on that day.

(b) All full-time Employees and regularly scheduled part-time Employees shall receive another day off, with pay, in lieu of the holiday, to be scheduled at a time mutually agreed between the Employee and the Employer.

(c) All relief and other Employees, including Weekend Part-time Employees, shall be provided with holiday pay in accordance with the Employment Standards Act, Ontario. This shall be calculated as follows:

All of the regular wages earned by the Employee in the four (4) work weeks before the work week with the public holiday plus all of the vacation pay payable to the Employee with respect to the four (4) work weeks before the work week with the public holiday, divided by twenty (20). (Note: regular wages does not include any overtime or premium pay payable to an Employee).

18.06 In order to qualify for holiday pay, an Employee must have worked the last scheduled shift prior to and the next scheduled shift after such holiday, unless on an authorized leave.

18.07 Where a paid holiday falls within an Employee's annual vacation or scheduled day off, the Employee shall receive an additional day off with pay at a time which is agreed upon between the Employee and their Manager.

18.08 Religious Holidays

Where there are other religious or cultural holidays, arrangements may be negotiated for and with prior approval from the Executive Director.

## **ARTICLE 19 - VACATION**

19.01 All vacation entitlement is calculated from the date of employment.

19.02 Full-time Employees shall receive an annual vacation with pay in accordance with credited service prior to the vacation period as follows:

a) For less than one (1) year of continuous service, 1.25 working days of paid vacation for each completed calendar month of service up to a maximum of fifteen (15) working days;

b) After one (1) years-but less than three (3) years of continuous service, three (3) weeks (equal to 1.25 working days per month) of paid vacation.

c) After three (3) years but less than five (5) years of continuous service, four (4) weeks (equal to 1.67 working days per month) of paid vacation.

d) After five (5) years of continuous service, but less than seven years of continuous service, five (5) weeks (equal to 2.08 working days per month) of paid vacation.

e) After seven (7) years of continuous service, six (6) weeks (equal to 2.50 working days per month) of paid vacation.

19.03 Part-time Employees will receive the vacation set out in on a pro-rated basis.

19.04 Other Employees, including Weekend Part-time and Relief Employees, will receive two (2) weeks (ten (10) consecutive working days) of unpaid vacation time after one (1) year of continuous service and will receive four percent (4%) vacation pay from their date of hire in accordance with the Employment Standards Act. After five (5) years of service the Employee shall receive six percent (6%) vacation pay.

19.05 It is understood that the vacation specified in Article 19.02 and 19.03 is front loaded at the beginning of each fiscal year (April 1<sup>st</sup>). Any overpayment upon termination, for whatever reason, shall be deducted in accordance with Article 19.09.

19.06 Vacation Requests

Vacation time must be taken at such times as are approved by the Employees manager, having regard to the need to maintain efficient operations, and such approval shall not be unreasonably denied.

- (a) **Vacation by Seniority (Before January 31<sup>st</sup>)**  
All requests for vacation submitted by January 31<sup>st</sup> of each year, for the following fiscal year beginning April 1<sup>st</sup>, shall have vacation granted by seniority, subject to any limitations in accordance with this Article (e.g., operational restraints, etc.).
- (b) **Vacation Selection (1<sup>st</sup> come, 1<sup>st</sup> Serve)**
- i. All requests for vacation submitted *after* January 31<sup>st</sup> of each year will be granted on a first come, first serve basis, subject to any limitations in accordance with this Article (e.g., operational restraints, etc.).
  - ii. Employees shall submit their request for vacation in writing four (4) weeks prior to the date they wish to commence their vacation.
  - iii. If two (2) Employees submit requests for the same vacation period at the same time, the requests will be granted in order of seniority.
  - iv. Confirmation of the approval or denial of the vacation request will be provided in writing within one (1) week of the request being submitted.
- (c) **Vacation to be Assigned (after November 30<sup>th</sup>)**

Should Employees fail to request to schedule vacation and/or have their remaining vacation time scheduled by November 30<sup>th</sup> (exclusive of any carry-over time permitted in accordance with Article 19.08), such remaining balance of unused vacation may be scheduled by the Employer after November 30<sup>th</sup> of each year.

19.07 **Notification of Vacation Balance**

- a) The Employer will notify Employees of their vacation balance prior to the beginning of each fiscal year.
- b) The Employer will notify Employees prior to November 15<sup>th</sup> of each year any unscheduled vacation they have remaining for the balance of the fiscal year.

19.08 **Carry-Over**

An Employee may request to carry over up to five (5) days of vacation into the subsequent fiscal year. Such requests must be made in writing to the Employee's direct Supervisor by November 25<sup>th</sup> of each year. Carry over days will be approved or denied by December 15<sup>th</sup> and must be taken not later than at the end of March of the following fiscal year.

19.09 **On Termination**

- a) Accrued vacation that has not been taken shall be paid out, in full, at the end of an Employee's termination for any reason.
- b) If employment is terminated, for whatever reason, and an Employee has taken more vacation than has been earned, such overpayment will be recovered from any monies owing to the Employee.

19.10 **Serious illness during vacation**

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the Employee that a serious illness or accident, requiring the Employee to be hospitalized, occurred while on vacation. It is understood that a medical note will be required in such instances.

- b) It is understood that the Employer will reschedule vacation for an Employee whose vacation would be interrupted by a serious illness, as outlined in (a) above, occurring immediately prior to the scheduled vacation.

## **ARTICLE 20 - SICK LEAVE PROVISIONS**

### **20.01 Sick Leave Defined**

The Employer provides protection for specified Employees against loss of income sustained because of illness or injury for which compensation is not payable under the Workplace Safety and Insurance Act. Sick leave shall be available for Employee sickness, disability, or accident.

- 20.02 Full-time Employees are entitled each April to a total of fifteen, (15) days per year paid sick leave credits, calculated at a rate of one and one quarter (1¼) days per month. Employees may carry over unused sick leave credits to the following year, up to a maximum bank of fifteen (15) days. Eligibility for the accumulation of the sick credits commences on the completion of the probationary period.

Sick leave credits for part-time, excluding Weekend Part-time Employees, and Contract Employees are pro-rated based on the number of hours an Employee is assigned and normally works in a week.

- 20.03 Weekend Part-time Employees are entitled to accrue paid sick days on a pro-rated basis up to a maximum of two (2) paid sick days per year.

Weekend Part-time Employees may request, in writing to their immediate Supervisor (or designate), to receive at least one (1) weekend off of work in every three (3) month period provided they make such request at least four (4) weeks in advance. It is understood that such request shall be subject to operational demands.

- 20.04 The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends. Sick leave credits have no cash value.

- 20.05 If employment is terminated, for whatever reason, and an Employee has taken more sick leave than has been earned, such overpayment will be recovered from any monies owing to the Employee.

- 20.06 Sick leave credits can be taken by the hour, half day as well as full days.

- 20.07 In the event of reoccurring or lengthy illness, or for other reasonable cause, the Employer may request a doctor's certificate. Where such certificate is required the Employer will pay the full cost of the certificate.

The Employer and the Union agree that Employee health information is strictly confidential and the access thereto shall be given only to those persons directly involved in administering that information.

- 20.08 Sick Leave during Leave of Absence  
When an Employee is given leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.
- 20.09 Sick Leave Record  
Any Employee is to be advised, on application, of the amount of sick leave accrued to their credit.
- 20.10 Ill Dependent  
Employees will be allowed to use up to five (5) working days per year of their accumulated sick leave credits to attend to the care of an ill dependent.
- 20.11 Medical Appointments  
For all Employees except relief up to (three) 3 days of sick leave under Article 20.02 may be used for routine medical appointments. Routine medical appointments include regular check-ups, massage therapy, physiotherapy, etc.
- 20.12 WSIB (from SSWCC)
1. All Employees shall be covered by the Workers' Safety and Insurance Act.
  2. An Employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the Workplace Safety and Insurance Act.
  3. While on WSIB benefits, the Employer shall continue to pay its share of all premiums for Employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the Workplace Safety and Insurance Act.
  4. Employees will have access to Employer paid sick leave and/or Employee sick bank and/or Short Term Disability benefits and/or Long-Term Disability (LTD) until such time as the Employee's claim for benefits, including appeal, is determined by the WSIB.

## **ARTICLE 21 - LEAVE OF ABSENCE**

- 21.01 General Leave of Absence  
The Employer may, at its discretion, grant a leave of absence without pay, up to maximum twelve (12) of twelve (12) months, to an Employee. All requests for such leave of absence shall be in writing as far in advance as practical. During such personal leave an Employee shall be allowed to continue enrolment in the Employer's benefit plan at their own expense, subject to the terms of the benefit plan, however, no sick leave or vacation will accrue for the duration of the leave. Seniority shall accumulate for leaves of absence of one (1) month or less, but shall cease to accumulate thereafter for the remainder of the leave.

All requests for leaves of absence shall be made in writing and requests for leaves of absence shall be assessed against the needs of the Employer, but will not be unreasonably denied.

#### **21.02 Union Leave of Absence**

Leave of absence for Union business shall be granted for up to two (2) Employees at any given time. For the purposes of bargaining preparation only, three (3) Employees may be off at the same time for three (3) days. A written request from the Union will be provided to the Employer normally at least two (2) weeks in advance and approval from the Executive Director (or designate), in writing, is required. Approval will take into consideration operational requirements and such requests will not be unreasonably denied.

The Employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the Employee who is granted the leave. It is expressly understood that seniority will continue to accumulate during Union leave of absence.

- 1) Any Employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Employer without pay, but there shall be accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the Executive Director and such renewal shall not be unreasonably withheld.
- 2) Union members on authorized Committees, including Grievors, meeting with the Employer on grievances up to and including Arbitration, or negotiations up to and including mediation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.
- 3) Employees requesting time off for the purposes of Union conventions or other Union business not connected with this agreement, shall be granted such time off subject to the following conditions:
  - a) When the Union requests time off with pay for an Employee or Employees to perform Union business, and if such time off is granted, the Union shall reimburse the Agency for the continuance of such Employees on the payroll.
  - b) Upon application in writing to the Executive Director by the Secretary, of the Union, a maximum of three (3) Employees shall be allowed or given a leave of absence with pay and without loss of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed five (5) working days duration at any one time.
  - c) Application for such leave of absence shall be made at least fifteen (15) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.

21.03 Pregnancy, Parental and Adoption Leave

Unless otherwise amended herein, Pregnancy, Parental and Adoption Leave will be granted, without pay in accordance with the Employment Standards Act of Ontario.

(a) Pregnancy Leave

- i. An Employee who is pregnant shall be entitled, to Pregnancy Leave and Parental Leave, immediately thereafter. Pregnancy Leave shall be granted for seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- ii. If possible, the Employee shall give the Employer two (2) weeks' Notice, in writing, of the day upon which they intend to commence their leave of absence.
- iii. The Employee must have started employment at least thirteen (13) weeks prior to the commencement date of birth.
- iv. The Employee must give two (2) weeks' notice of their intention to return to work. Once started, the Employee may shorten the duration of the leave of absence requested under this Article upon giving four (4) weeks' notice of their intention to do so. Any request that would extend the leave beyond the allotted seventeen (17) weeks must be in writing four (4) weeks in advance and must be approved by the Employer.
- v. During the period of leave, the Employee may continue benefit coverage provided the Employee continues to pay their share, if any, of the cost of the benefits.
- vi. An Employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer four (4) weeks prior to the end of their leave. The Employee will be returned to their former, position or to a comparable position if it no longer exists.
- vii. Upon expiry of the seventeen (17) weeks Pregnancy Leave, an Employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this agreement. The Employee shall give the Employer at least two (2) weeks' notice in writing that they intend to take Parental Leave.
- viii. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

(b) Parental /Adoption Leave

- i. An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- ii. A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption (whether or not the adoption has been legally finalized) and a person who is in a relationship with the parent of the child and who intends to treat the child as their-own.

- iii. Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the Employee also took pregnancy leave and sixty-three (63) weeks in duration for all other new parents.
- iv. The Employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of absence unless, in the case of Adoption Leave, prevented from doing so by reason of the child coming under the care earlier than expected. An Employee who wishes to change their return to work date must give the Employer two (2) weeks' written notice.
- v. During the period of leave, the Employee may continue benefit coverage, provided the Employee continues to pay their share, if any, of the cost of the benefits.
- vi. An Employee who intends to resume their employment on the expiration of the leave of absence granted under this Article shall so advise the Employer four (4) weeks prior to the end of their leave. The Employee will be returned to their former job, or to a comparable position if it no longer exists.
- vii. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

21.04 Bereavement Leave

- a) In the event of death of an Employee's spouse (including same sex or common-law spouse and fiancée), child (including child-in-law), brother, sister, parent (including step-parent or parent-in-law) or grandparent or grandchild, a full-time Employee shall be entitled to leave of absence without loss of pay for scheduled hours up to four (4) consecutive days, to a maximum of ten (10) working days per year.
- b) In the event of a death of other relatives, full-time Employees may request and be entitled to leave of absence without loss of pay for scheduled hours up to one (1) day to attend the funeral.
- c) It is understood that time taken under 21.04 (b) will be counted toward the maximum of ten (10) working days per year contained in 21.04 (a).
- d) The Employee will be allowed to save one (1) day to attend the memorial service.
- e) Additional leave without pay may be requested and granted where out of town travel is required. Employees may also request to use other compensatory time (e.g. vacation) to receive payment for time off in excess of the provisions contained herein.

For Part-time and Weekend Part-time Employees paid time for bereavement shall be provided on a pro-rated basis.

Relief Employees shall be entitled to unpaid bereavement leave.

21.05 Family Leave

Employees shall be granted a leave without pay of up to eight (8) weeks in a twenty-six (26) week period to care for a seriously ill family member where there is a significant risk of death within twenty-six (26) weeks. The medical condition and risk of death must be confirmed in a certificate issued by a qualified health practitioner. During the leave the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant.

Employees shall be entitled to up to eight (8) weeks of unpaid "Family Caregiver Leave" per calendar year as defined in the Employment Standards Act, 2000 (Ontario), without loss of seniority or benefits, subject to the qualifications requirements, restrictions and conditions under the Employment Standards Act, 2000 (Ontario).

Family Medical

Employees shall be entitled to up to eight (8) weeks of unpaid "Family Medical Leave" as defined in the Employment Standards Act, 2000 (Ontario), without loss of seniority or benefits, subject to the qualifications, requirements, restrictions and conditions under the Employment Standards Act, 2000 (Ontario).

Domestic or Sexual Violence Leave

Employees shall be entitled to up to ten (10) days and fifteen (15) weeks in a calendar year for "Domestic or Sexual Violence Leave" as defined in the Employment Standards Act, 2000 (Ontario), without loss of seniority or benefits, subject to the qualifications, requirements, restrictions and conditions under the Employment Standards Act, 2000 (Ontario). The first five (5) days of leave taken in a calendar year are paid, and the rest are unpaid.

21.06 Jury or Court Witness Duty

Where an Employee is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a Crown Witness, they shall be paid the difference between the amount paid for such service and their normal pay, based on their regularly scheduled work week, for a period not to exceed two (2) weeks, subject to the following provisions:

- (a) Employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness where possible;
- (b) An Employee called for jury duty or subpoenaed as a court witness must report for work if half of the period of time remains to be worked in their shift;
- (c) In order to be eligible for such payments the Employee must provide proof of time served and the amount of pay received.

- 21.07 The Employer retains the right to require verification for all leaves covered in Article 21.
- 21.08 For all Employees except Relief Employees up to (three) 3 days of sick leave under Article 20.02 may be used for routine medical appointments. Routine medical appointments include regular check-ups, massage therapy, physiotherapy, etc.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

22.01 All wages and salaries shall be paid in accordance with the Schedule "A" attached hereto.

22.02 Transportation Cost

- a) An Employee required by the Employer to use their automobiles in the course of performing their job will be entitled to a travel allowance of fifty-five (\$0.55) cents per kilometre. Upon providing original receipts, Employees will be reimbursed for parking expenses incurred as a result of this automobile use.
- b) Employees travelling by public transit during their work hours and in the course of their duties will have the cost of purchased-fares reimbursed.
- c) Where a taxi/UBER/ other Ride Share is required, the Employee must first seek approval from their Supervisor for the expense, except in emergency circumstances.
- d) Employees should make every effort to use the most cost effective and efficient manner of transportation.
- e) All transportation expenses must be requested by the Employee in advance and must be approved by their immediate Supervisor, except in emergency circumstances.

22.03 Boot Allowance

The Agency and the Union recognize the importance of appropriate safety footwear in the workplace.

The Agency and the Union agree that a boot allowance will be provided to all maintenance workers and kitchen staff, who have completed their probationary period, as follows:

- 1. Safety footwear must be approved safety footwear with a no slip sole and steel toe; and,
- 2. Eligible Employees may purchase one (1) pair of safety footwear every two (2) years; and,

3. Eligible Employees may spend up to two hundred dollars (\$200.00) per pair of safety footwear; and,
4. For reimbursement eligible Employees must submit an expense claim and attach the receipt (repayment will be for the actual amount spent up to a maximum of two hundred dollars (\$200.00)); and,
5. Eligible Employees must wear safety footwear while at work while carrying out duties requiring same.

Relief Employees are not entitled to a boot allowance in accordance with this Article.

#### 22.04 Inclement Weather

In case of severe weather conditions such as snow, ice, strong winds, tornadoes, floods, or any other weather -related incidents that make driving or traveling unsafe, leading to program/school closures or urgent family obligations that hinder reporting to work on time or at all, the Employer will:

- a. Where possible, schedule Employees to work from home
- b. Permit access to vacation, lieu etc., if regular pay is not received for inclement weather days or portions thereof.
- c. Arrange alternate means of transportation back to base locations if transportation barriers arise while already out for employment-related purposes.
- d. Exclude inclement weather-related days from incidents of attendance management and/or discipline.

### **ARTICLE 23 - EMPLOYEE BENEFITS**

23.01 Full-time Employees may become eligible for benefit coverage six (6) months after commencing regular employment. The specific coverage under the plans and the receipt of benefits from the plan in accordance with the terms and conditions of the plans, which said plans, shall not constitute a part of this agreement.

#### 23.02 Change of Carriers

It is agreed that the Employer may change insurance carriers during the term of this Collective Agreement, provided that the coverage is equal to or better than the current coverage and the Employer will notify the Union prior to any change being made.

23.03 The Employer pays one hundred percent (100%) of the premiums for the following single or family coverage Employee benefits:

Employee Life Insurance

Employee Accidental Death and Dismemberment

Extended Health Insurance:

- i. Semi Private Hospitalization
- ii. Vision Care
- iii. Drug Plan
- iv. Para-professional coverage

World Wide Travel Insurance

Dental:

- i. Basic
- ii. Major
- iii. Orthodontics Long-term Disability Benefits

23.04 The Employer shall continue to provide benefit coverage identified above for Employees who are on Long Term Disability for a period of two (2) years.

## **ARTICLE 24 – JOB CLASSIFICATIONS**

If a new job is established or if there is a substantial change to an existing job, the Employer will enter into a Joint Job Evaluation system with the Union using the CUPE gender neutral tool. The Employer will use the results to set the pay rate for the job, in order to ensure internal equity and fair compensation. Any disputes will be addressed through the grievance/arbitration procedure.

The parties will work together to create a Terms of Reference within sixty (60) days of ratification. Immediately after agreeing to Terms of Reference the parties will begin to evaluate all bargaining unit jobs using the same tool.

## **ARTICLE 25 - TECHNOLOGICAL CHANGES**

### **25.01 Technological and /or Organizational Changes**

Where the Employer is reasonably able to so, the Employer will notify the Union at least forty-five (45) calendar days in advance of any technological and/or organizational change, including merger or amalgamation discussions. Such notice will include the nature of change and the anticipated effect that such change will have on the bargaining unit Employees and the number of Employees affected.

At the request of either of the party, a Labour Management meeting may be convened to provide opportunity to discuss any concerns or questions relating to such change.

Where new or greater skills are required, Employees shall be given a period of training to acquire the skills necessary for new methods of operation. The Employer will assume the costs for all tuition and travel. There shall be no reduction of normal earnings during the training period of any such Employee.

25.02 In the event of a merger or amalgamation, the Employer undertakes to take all reasonable action to ensure that:

- a) Employees shall be credited with all seniority rights with the new Employer;
- b) All service credits relating to vacation with pay and sick leave benefits shall be recognized by the new Employer.

## **ARTICLE 26 – WORKPLACE TRAINING**

### **26.01 Workplace Training**

The parties recognize the importance of training opportunities that will enable staff to keep abreast of new ideas, specifically, the Employer will coordinate relevant training/workshops for all members at least once (1x) per year. The Employer will endeavour to budget funds to enable Employees in the bargaining unit to participate in training. There shall be no loss of scheduled hours for an Employee to participate in mandatory workplace training required by the Employer.

## **ARTICLE 27 – MODIFIED WORK**

### **27.01 Modified Work**

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of injured workers and to restoring them to work which is meaningful for them and valuable to the Employer, and to meeting the parties' responsibilities under relevant legislation.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of injured Employees as quickly as possible, where appropriate and where ~~is~~ it can be done safely for all affected parties.

## **ARTICLE 28 – DUTY TO ACCOMMODATE**

When a member is injured and attempts to return to work, often times Employers will not allow for them to return to the workplace as the Employer states that the Employee is unable to perform core functions of the job. Employers also fail to offer any accommodation and the worker sits at home with reduced or no income. Employers must understand that Duty to Accommodate is required by law and all workers must be provided the opportunity to participate in a return to work wherever and whenever possible.

- 28.01 The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.
- 28.02 It is the responsibility of persons with disabilities to:
  - Inform the Employer of their needs
  - Cooperate in obtaining necessary information including medical and other expert opinions

- Participate in discussions about solutions, and
- Work with the Employer and the Union on an ongoing basis to manage the accommodation process

- 28.03 The Union must:
- Take an active role as a partner in the accommodation process
  - Share joint responsibility with the Employer to promote accommodation, and
  - Support accommodation measures regardless of the Collective Agreement
- 28.04 The Employer is required to:
- Accept accommodation requests in good faith a Request only information that is required to make the accommodation
  - Obtain expert advice or opinion where necessary
  - Take an active role in ensuring that all possible solutions are examined
  - Maintain the confidentiality of persons with disabilities
  - Deal with accommodation requests in a timely way, and to bear the cost of any required medical information or documentation.
- 28.05 The Parties agree to adhere to, promote and advance the Terms of Reference Accommodation and Return to Work Committee attached hereto as Appendix A.

## **ARTICLE 29 - GENERAL CONDITIONS**

29.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities. A copy of such notices will be provided to the Employer in advance of posting.

29.02 Minutes of Board Meetings

Upon request the Employer will provide a copy of the Minutes of the Employer's Board of Directors' meeting to the extent that such Minutes are made public to the Union.

29.03 Accommodation

Accommodation shall be provided for Employees to have their meals and breaks.

29.04 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) calendar days or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

29.05 Gender Inclusive Language  
Gender binary language (she/her/hers, he/him/his) excludes some members of our workplace. This agreement uses the singular, gender-neutral pronouns "they/them/theirs" as a step towards greater inclusion.

The Union will be advised in a minimum of two (2) weeks in advance of any updates of the CONC policy manual that affect the work of the bargaining unit.

29.06 Definition of Working Days  
Working day as used throughout the Agreement shall mean a day other than a Saturday, Sunday or a recognized statutory holiday.

## ARTICLE 30- TERM OF AGREEMENT

30.01 Effective Date  
The term of this Agreement shall be from April 1, 2023 to March 31, 2026 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) calendar days prior to the expiration date in each year that it desires its termination or amendment.

30.02 Changes in Agreement  
Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

\_\_\_\_\_  
Dianna Christie

*Mary Noel-Morris*

Mary Noel-Morris (Jan 27, 2024 10:09 EST)

\_\_\_\_\_  
Mary Noel-Morris

*Harwinder Singh*

Under Sign

\_\_\_\_\_  
Harwinder Singh

*Jonathan Mucklow*

\_\_\_\_\_  
Jonathan Mucklow

*Bobby Dawson*

Bobby Dawson

\_\_\_\_\_  
Bobby Dawson

## LETTER OF UNDERSTANDING No. 1

### Re: Part-time Employees Working Less Than 24 Hours Per Week

The parties agree to continue to consider the following Employees part-time Employees in accordance with Article 4.01 (b)

It is understood that Sophia Estwick will be eligible for group health benefits and that such agreement is made on without prejudice and precedent basis.

Moreover, no other individual CONC Unionized Employees (including those who may fill positions left vacant by the departure of Patricia and/or Sophia) will be eligible for benefits under this LOU.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna*

\_\_\_\_\_  
Dianna Christie

*Mary Noel-Morris*

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Mary Noel-Morris (Jan 27, 2024 10:09 EST)

Mary Noel-Morris

*Mary Noel-Morris*

Harwinder Singh

*Harwinder Singh*

\_\_\_\_\_  
Jonathan Mucklow

*Bobby Dawson*

\_\_\_\_\_  
Bobby Dawson (Feb 5, 2024 14:28 EST)

Bobby Dawson

## LETTER OF UNDERSTANDING No. 2

### Re: Scheduling and Availability

#### 1. RELIEF EMPLOYEES

- i. Relief staff have the right to decline work, but shall be automatically removed from the relief list if they do not provide availability over four (4) month period, unless they are on an approved leave of absence. Standing availability constitutes providing availability under this Article
- ii. Prior to exercising i. the Employer shall send a reminder to any Employee who has not provided availability in three (3) months of their obligations under the Collective Agreement;
- iii. The Employer agrees to sending such reminders via all available means including but not limited to email, text or direct phone call – a message shall be left where possible; and
- iv. The Union shall be advised when a reminder has been sent to any Employee.
- v. Where a relief staff does not provide availability for a period of four (4) consecutive months, they shall be automatically removed from the relief list.
- vi. It is understood that the Employer is required to issue a Record of Employment.
- vii. Relief Scheduling
  - a. Relief Employees may be scheduled on the regular monthly schedule in accordance with Article 4.01 (d) and 16.05.
  - b. A four (4) week Relief shift schedule shall be posted on the 15<sup>th</sup> day of each month for the following month to individual ADP accounts and via personal email and to SharePoint. Wherever reasonably able to do so, an Employee shall be given at least seven (7) days' notice of any change to this schedule.
- viii. Relief Availability
  - a. Relief Employees must submit their availability, in writing, by the 2<sup>nd</sup> day of the month prior to the subsequent months' schedule being released.
  - b. Relief Employees must provide reasonable availability.
  - c. Where relief Employees, who do not have "standing availability", do not submit new availability in accordance with the above, they will not be provided with any scheduled hours on the posted schedule and may not be called for work.
  - d. Relief Employees may submit "standing availability" where they have set availability each month. Standing availability will be used for scheduling and for filling vacant shifts.

Except in emergency circumstances, where an Employee wishes to change their "standing availability" or withdraw it and revert to regularly submitting monthly

availability shall submit their availability, in writing, by the 2<sup>nd</sup> day of the month prior to the subsequent months' schedule being released.

- e. Relief Intake Worker and Hostel Worker (Overnight) Employees must provide availability for at least two (2) overnight shifts (at least one (1) of which is on a Friday, Saturday and/or Sunday per month).

It is understood that Employees hired before January 16, 2017 will not be required to provide this availability.

- f. Relief Employees specifically hired for overnight and/or weekend shifts must submit availability for these shifts.
- ix. Where insufficient relief Employees are available to cover a shift, Employees may be required/assigned to work such shifts in reverse order of seniority, in reverse sequential basis, provided they do not incur overtime. It is understood that the Employer will take into consideration the Employees immediate personal circumstances when assigning such shifts. Where an Employee will be required to work, the Employer shall provide as much notice as reasonably possible.

It is understood that where no Employee is available and/or can be required to work, an excluded Employee may fill the shift on an emergency basis.

## 2. PART-TIME EMPLOYEES (Includes Weekend Part-time)

### i. Part-time Scheduling

- a. Part-time Employees will be scheduled for their regular shifts on the monthly schedule.
- b. Part-time Employees who do not provide availability will not be considered for extra hours/shifts beyond their regular part-time schedule.
- c. All part-time Employees shall be given at least two (2) weeks' notice to any changes in their regular schedule.

### ii. Part-time Availability

- a. Part-time Employees who wish to be considered for extra shifts/hours must do so by submitting their monthly availability outside their part-time schedule, in writing, by the 2<sup>nd</sup> day of the month prior to the subsequent months' schedule being released.
- b. Part-time Employees may submit "standing availability" where they have set availability each week. Standing availability will be used for scheduling and for filling vacant shifts.

Except in emergency circumstances, where an Employee wishes to change their "standing availability" or withdraw it and revert to regularly submitting monthly

availability shall submit their availability, in writing, by the 2<sup>nd</sup> day of the month prior to the subsequent months' schedule being released.

### 3. FULL-TIME EMPLOYEES

#### i. Full-time Scheduling

- a. Full-time Employees will be scheduled for their regular shifts on the monthly schedule.
- b. All full-time Employees shall be given at least two (2) weeks' notice to any changes in their regular schedule.

### 4. FILLING OF SCHEDULED SHIFTS AND ADDITIONAL SHIFTS

- i. Scheduled shifts for full-time and part-time Employees will be scheduled first.
- ii. Available shifts on the posted monthly schedule and additional shifts that become available shall be assigned by the Supervisor (or designate) to Employees in the following order:
  - a. To Part-time Employees, who have provided availability in accordance with (2) (ii) above, based on seniority and availability, provided they do not incur overtime.
  - b. Then to Weekend Part-time Employees, who have provided availability in accordance with (2) (ii) above, based on seniority and availability, provided they do not incur overtime.
  - c. Then to relief Employees, who have provided availability in accordance with (1) (iii) above, on the relief list within the required classification in the order of their seniority and stated availability, on a sequential basis and provided they do not incur overtime.

### 5. Emergency Circumstances / Short Notice Book-offs

It is understood that in emergency circumstances and where absence notification from an Employee does not provide the minimum two (2) or four (4) hours' notice, the Employer can fill the shift by:

1. Asking for Employees currently working to volunteer to fill the shift; and/or,
2. By reviewing staff availability to fill the vacant shift, while making every effort to distribute shifts equitably.

This provision shall not be used without sufficient rationale and will only be used in appropriate circumstances.

6. Overtime Distribution

Any additional shifts on the posted schedule that will result in overtime (as defined in Article 15.01) and where there are no available Employees who would not incur overtime, shall be offered to full-time staff, by seniority, followed by part-time staff, by seniority, and then to relief staff, by seniority.

The Employer will endeavour to equitably distribute additional shifts that arise during the monthly cycle that will result in overtime (as defined in Article 17.01) where there are no available Employee who will not incur overtime.

7. Block Placements

Where continuity in staffing is required, as reasonably determined by the Employer, a relief worker may be offered a block of shifts to cover absences of full-time staff due to vacation, prolonged illness or other absences up to a maximum of three (3) weeks in duration.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

\_\_\_\_\_  
Dianna Christie

*Mary Noel-Morris*

Mary Noel-Morris (Jan 27, 2024 10:09 EST)

\_\_\_\_\_  
Mary Noel-Morris

*Harwinder Singh*

\_\_\_\_\_  
Harwinder Singh

*Jonathan Mucklow*

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Jonathan Mucklow

*Bobby Dawson*

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Bobby Dawson

### LETTER OF UNDERSTANDING No. 3

**Re: Permission of the Union for ESDC and other Funding Applications**

The Union and the Employer recognize that from time to time there are opportunities for funding additional staff positions and/or programs at the Agency.

The parties further recognize the challenges of responding to funding applications in a timely fashion and the need to repeatedly request letters from the Union.

The Union will provide the Agency with permission for such proposals provided that the jobs, duties and terms and conditions of employment in the Agency's application for funding are not in conflict with the any terms or conditions of the Local 3191 Collective Agreement.

The Employer agrees to provide advance notice to the Union of proposals where this Letter of Understanding will be included and provide details of job functions for bargaining unit positions.

It is understood this Letter of Understanding includes, but is not limited to, submissions for Youth Skills Link, ESDC summer students, Career Focus, YEF (Youth Employment Fund) and Investing in Neighbourhoods funding.

It is agreed this Letter of Understanding shall be attached to such proposals for funding to reflect the agreement of the parties.

This Letter of Understanding shall remain in effect through the duration of this Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

\_\_\_\_\_  
Dianna Christie

*Mary Noel-Morris*

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Mary Noel-Morris (Jan 27, 2024 10:09 EST)

Mary Noel-Morris

*Harwinder Singh*

\_\_\_\_\_  
Harwinder Singh (Jan 29, 2024 23:58 GMT)

Harwinder Singh

*Jonathan Mucklow*

\_\_\_\_\_  
Jonathan Mucklow

*Bobby Dawson*

\_\_\_\_\_  
Bobby Dawson (Feb 5, 2024 14:28 EST)

Bobby Dawson

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

### **Re: Temporary Shelter Sites**

The following terms and conditions apply to temporary shelter sites (currently Roncesvalles and Rexdale) and are agreed to on a without precedent basis.

#### **1. Joint Health and Safety Committee (Rexdale Site Only)**

A Joint Health and Safety Committee shall be constituted for this temporary site to ensure the health and safety of Employees at this location. The committee shall remain in effect through the duration of the temporary site, unless otherwise agreed between the parties.

The Committee shall have two (2) representatives from the Bargaining Unit, one (1) of whom will be a certified representative, and two (2) Employer representatives one (1) of whom will be a certified representative.

The other provisions outlined in Article 9.05 shall apply.

#### **2. Joint Health and Safety Committee (Roncesvalles Site Only)**

The Roncesvalles site does not require an independent JHSC.

The Union and the Employer agree that one (1) representative on the JHSC in accordance with Article 9.05 (b) will be from the Roncesvalles site, so long as the temporary location is in operation.

#### **3. Transfers and Seniority Outside of the Bargaining Unit – Temporary Sites**

The Union and the Employer agree that bargaining unit Employees who transfer to positions outside the bargaining unit (Management) at a temporary shelter site, and/or those backfilling positions made vacant by such transfer(s), shall not accumulate seniority but in the event they return to a position in the bargaining unit shall be credited with the seniority they held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit.

Bargaining Unit Employees working in Temporary Sites shall continue to accrue seniority and be covered by the Collective Agreement.

This will continue to apply throughout the duration of the operation of the temporary shelter sites.

#### **4. Temporary Site(s) Closure**

In the event a temporary shelter site is closed (e.g., loss of funding) or in the event the Employer's contract to operate the temporary site is discontinued, for whatever reason, this Letter of Understanding shall no longer apply once any eligible Employees are returned to bargaining unit in accordance with #3 above.

For clarity, Bargaining Unit Employees shall be returned to their base position held immediately prior to joining any temporary site.

**5. Temporary Site(s) Become Permanent**

In the event a temporary shelter site becomes permanent, the Employer shall notify the Union and the Parties shall meet within sixty (60) days to review the terms of this Letter of Understanding.

Bargaining Unit Employees working in a temporary shelter which becomes permanent shall be offered the opportunity to become permanent in the position they hold in the temporary shelter prior to posting the position. These Employees shall also be provided the opportunity to return to their base position held immediately prior to joining the temporary site should that be their preference.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

\_\_\_\_\_  
Dianna Christie

*Mary Noel-Morris*

Mary Noel-Morris (Jan 27, 2024 10:09 EST)

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Mary Noel-Morris

*Harwinder Singh*

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Harwinder Singh

*Jonathan Mucklow*

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Jonathan Mucklow

*Bobby Dawson*

Bobby Dawson

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Bobby Dawson

## LETTER OF UNDERSTANDING No. 5

### Re: Meal Breaks

The Employer and the Union agree to meet within sixty (60) days of ratification, or such later timeframe by mutual agreement, to discuss meal breaks.

Such discussion will include but not be limited to:

- Options (site-specific) for space for Employees to take meal breaks
- Options and expectations (site-specific) for when Employees can leave the premises during a meal break

The Parties will consider site-specific issues including available space, client and Employee health and safety and staffing ratios.

Within 30 days after discussions conclude, the Employer and the Union will implement a trial. This will be reviewed 30 days after implementation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

Dianna Christie

*Mary Noel-Morris*

Mary Noel-Morris (Jan 27, 2024 10:09 EST)

Mary Noel-Morris

*Harwinder Singh*

Harwinder Singh

*Jonathan Mucklow*

Jonathan Mucklow

*Bobby Dawson*

Bobby Dawson (Feb 5, 2024 14:28 EST)

Bobby Dawson

## LETTER OF UNDERSTANDING No. 6

### Re: Salaries Outside Schedule A

The parties agree they endeavour to reach wage parity in job classifications contained in Schedule A and the Employer and the Union acknowledge that the Employee(s) listed below currently have salary rates above those contained in Schedule A.

The Employer and the Union agree that the following Employee(s) whose salaries are above those contained in Schedule A will be held at their current rate of pay and will be provided with a lump sum payment as follows:

EMPLOYEE NAME	WAGE (HELD)	LUMP SUM @ April 1, 2023	LUMP SUM @ April 1, 2024
Graham Foster	\$23.10/hr	6.0%	3.0%

It is understood such lump sum payment will not affect and/or be applied to the wage rates contained in Schedule A.

It is understood this Letter of Understanding will no longer apply to the above-noted Employee(s) once the rate reaches the wage rate provided for in Schedule A.

On April 1, 2025, the Employee shall be merged into Schedule A. This letter of Understanding will be deleted at the end of the life of this Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

Dianna Christie

*Mary Noel-Morris*

Mary Noel-Morris (Jan 27, 2024 10:09 EST)

Mary Noel-Morris

*Harwinder Singh*

Harwinder Singh

*Jonathan Mucklow*

Jonathan Mucklow

*Bobby Dawson*

Bobby Dawson (Feb 5, 2024 14:28 EST)

Bobby Dawson

## LETTER OF UNDERSTANDING No. 7

### Re: Loss of Seniority Process for Unexplained Absences

An Employee shall lose their seniority in the event that they are absent from work in excess of five (5) or more scheduled shifts without reason that is satisfactory to the Employer or without notifying the Employer.

After three (3) days the Supervisor or Manager will attempt to contact the Employee via phone call and email.

If no response is forthcoming the Human Resources Manager will draft a registered letter addressed to the Employee's home address outlining the concerns regarding the unexplained absence and potential consequence.

The letter will specify a deadline (e.g. within the next five (5) days) for the Employee to respond and provide a satisfactory explanation for their absence.

The letter will also state that if the Employee fails to respond within the given timeframes, the Employer may sever or terminate the employment relationship.

HR will monitor the delivery of the registered letter to ensure it reaches the Employee's home address.

Once the letter has been delivered the HR department (or designate) will keep records of the delivery confirmation and any other relevant documentation.

If the Employee fails to respond within the given timeframe, the Employer will proceed with severing or terminating the employment relationship.

HR will coordinate the necessary steps for separation according to Employer policy, legal requirements, and collective agreement.

The Union shall be notified on taking action in accordance with this Letter Of Understanding

This Letter of Understanding shall remain in effect until such time as the parties mutually agree in writing to terminate.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

Dianna Christie

*Mary Noel-Morris*

Mary Noel-Morris (Jan 27, 2024 10:09 EST)

Mary Noel-Morris

*Harwinder Singh*

Harwinder Singh (Jan 29, 2024 23:58 GMT+5:31)

Harwinder Singh

*Jonathan Mucklow*

Jonathan Mucklow

*Bobby Dawson*

Bobby Dawson

## LETTER OF UNDERSTANDING No. 8

Re: **MSPP**

The parties agree to go to market to compare three (3) providers (including the MSPP). The Union will review the information and Employees being part of the decision-making process. The Employee and the Employer will each contribute one percent (1%). The Pension will be in place by April 1, 2024. The final decision on which pension provider to select will be made by the Employer.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna*

\_\_\_\_\_  
Dianna Christie

*Mary Noel-Morris*

\_\_\_\_\_  
Mary Noel-Mc

Mary Noel-Morris

*Harwinder Singh*

\_\_\_\_\_  
Harwinder Singh (Jan 29, 2024 23:58 GMT+5.5)

Harwinder Singh

*Jonathan Mucklow*

\_\_\_\_\_  
Jonathan Mucklow

*Bobby Dawson*

\_\_\_\_\_  
Bobby Dawson (Feb 5, 2024 14:28 EST)

Bobby Dawson

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

### **Re: Emergency Response Committee (ERC)**

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the Emergency Management and Civil Protection Act which has not been terminated or disallowed that is:
  - a. in relation to the same disease(s) which is the subject of the designation referred to above;
  - or
  - b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The parties agree to:

1. Establish an Emergency Response Committee (ERC) made up of equal representation between Employer and Union. The ERC shall meet within twenty-four (24) hours of this Letter of Understanding coming into operation and shall continue to meet at a minimum twice (2x) per week unless the parties agree otherwise. The Employer and Union co-chair of the Joint Health and Safety Committee (JHSC) (or their designate) or Health and Safety Representative (HSR) shall sit on the ERC. Where the Employer is a participant in another similar committee(s) (such as a Federal/Provincial/Municipal committee), the Employer shall advocate for Union representation on such committee(s).
2. All relevant information from all sources shall be shared among the members of the ERC.
3. The Employer shall ensure that the JHSC or HSR is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA), the Employer shall:
  - a) provide and maintain workplaces, equipment, processes, and devices that are safe and without risk to health and safety;
  - b) inform its Employees of any circumstance relating to their work which may endanger their health or safety, as soon as it learns of the said situation;

- c) inform Employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the Employees have the skills and knowledge necessary to safely perform the work assigned to them;
  - d) provide the equipment, material and devices necessary to prevent injury or illness, except where the Collective Agreement provides for Employee allowances to cover the cost of personal protective clothing, and ensure that Employees use the said equipment, material and devices on the job;
  - e) ensure that the necessary investigations, inspections and assessments are carried out, and co-operate with any health and safety committee established in accordance with this Article, when there are situations liable to endanger the health or safety of Employees;
  - f) take, without delay, all the measures necessary to prevent or correct a situation liable to endanger the health and safety of Employees, or liable to compromise the environment, as soon as this situation is brought to its attention;
  - g) consult with the JHSC or HSR on the development and implementation of measures and procedures to be put into effect or the health and safety of the Employees;
  - h) review in consultation with the JHSC or HSR, changes to existing measures and procedures in light of new information or a change in the circumstance that may affect the health and safety of Employees; and
  - i) prepare a pandemic plan in consultation with the JHSC or HSR. The precautionary principle will be used as the guiding principle in preparing the plan.
4. The ERC shall develop an emergency plan which shall include but not be limited to the following items:
- a) Anticipated decrease or increase in the workforce and identifying required procedure identified in the Collective Agreement;
  - b) Redeployment strategies to avoid layoffs;
  - c) Obligations and entitlements of Employees when/if working from outside of the office, eg. working from home;
  - d) Accommodation required for Employees who may be at greater risk and/or who care for someone who is at greater risk and/or who have family responsibilities;
  - e) Continuation of all Employees' service, seniority, and benefits during the period this Letter of Understanding is in effect;
  - f) Ensuring that at any break in service is deemed to be an authorized leave for the purpose of pension buy back and if the Employee elects to purchase their portion, the Employer will match; and
  - g) Vacation scheduling and potential carry-over of vacation entitlements.

5. The Employer agrees to apply for any and all government subsidy programs available, including but not limited to a supplemental unemployment benefit (SUB).
6. The Employer agrees that in the event an Employee must self isolate or be quarantined, they shall continue to be paid regular wages during this time and such time shall not be counted against any sick leave entitlement or be used in any Attendance Management/Attendance Awareness calculation.
7. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
8. The parties agree that any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
9. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.
10. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna*

\_\_\_\_\_  
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*Harwinder Singh*

\_\_\_\_\_  
Harwinder Singh

\_\_\_\_\_  
Jonathan Mucklow

*Bobby Dawson*

\_\_\_\_\_  
Jonathan Mucklow

*Bobby Dawson*

\_\_\_\_\_  
Bobby Dawson (Feb 5, 2024 14:28 EST)

Bobby Dawson

## LETTER OF UNDERSTANDING No. 10

### Re: Conversion of Hours to Full time

The Union proposes that the Employer and the Union meet to determine the number of part-time, week-end part-time, relief and Contract Employees are regularly working the hours as defined as a "full-time" Employee and convert those hours to new full-time positions in the Bargaining Unit.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

Christie Ossington Neighbourhood Centre

*Samantha Vite*

\_\_\_\_\_  
Samantha Vite

CUPE & its Local 3191

*Dianna Christie*

\_\_\_\_\_  
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Mary Noel-Morris (Jan 27, 2024 10:09 EST)

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\_\_\_\_\_  
Harwinder Singh (Jan 29, 2024 23:58 GMT+5.5)

Harwinder Singh

*Jonathan Mucklow*

Jonathan Mucklow

*Bobby Dawson*

\_\_\_\_\_  
Bobby Dawson

**SCHEDULE A  
 SALARIES AND WAGES**

*(rates shown are hourly)*

<b>CLASSIFICATION</b>	<b>01-Apr-22</b>	<b>01-Apr-23 (6.0%)</b>	<b>01-Apr-24 (3.0%)</b>	<b>01-Apr-25 (3.0%)</b>
Intake Worker	\$21.00/hr	\$22.26/hr	\$22.92/hr	\$23.61/hr
Life Management Worker	\$21.00/hr	\$22.26/hr	\$22.92/hr	\$23.61/hr
Health and Wellness Worker	\$21.77/hr	\$23.07/hr	\$23.76/hr	\$24.48/hr
Income Security Worker	\$21.77/hr	\$23.07/hr	\$23.76/hr	\$24.48/hr
Settlement Worker	\$21.77/hr	\$23.07/hr	\$23.76/hr	\$24.48/hr
Follow-Up Housing Worker - Level 1	\$21.77/hr	\$23.07/hr	\$23.76/hr	\$24.48/hr
Follow-Up Housing Worker - Level 2	\$23.59/hr	\$25.00/hr	\$25.75/hr	\$26.52/hr
Housing Worker	\$21.77/hr	\$23.07/hr	\$23.76/hr	\$24.48/hr
Housing Worker - Level 2 (TH & Housing)	\$23.59/hr	\$25.00/hr	\$25.75/hr	\$26.52/hr
Housing Worker - Level 3	\$26.82/hr	\$28.42/hr	\$29.28/hr	\$30.16/hr
Hostel Cook	\$20.44/hr	\$21.66/hr	\$22.31/hr	\$22.98/hr
Driver	\$20.44/hr	\$21.66/hr	\$22.31/hr	\$22.98/hr
Senior Hostel Cleaner and Maintenance Worker	\$22.24/hr	\$23.57/hr	\$24.28/hr	\$25.01/hr
Hostel Cleaner	\$20.29/hr	\$21.50/hr	\$22.15/hr	\$22.81/hr
Food Service Worker	\$20.29/hr	\$21.50/hr	\$22.15/hr	\$22.81/hr
Peer Worker	\$20.50/hr	\$21.73/hr	\$22.38/hr	\$23.05/hr
Addiction Peer Support Worker	\$20.50/hr	\$21.73/hr	\$22.38/hr	\$23.05/hr
Addiction Worker - Level 1	\$21.77/hr	\$23.07/hr	\$23.76/hr	\$24.48/hr
Addiction Worker - Level 2	\$23.59/hr	\$25.00/hr	\$25.75/hr	\$26.52/hr

## **APPENDIX A**

### **Re: Accommodation and Return to Work Committee - Terms of Reference**

The parties agree to meet outside of bargaining not part of labour management with the first meeting to occur within ninety (90) days of ratification to negotiate a Terms of Reference.

