

**COLLECTIVE AGREEMENT**

**- between -**

**RECONNECT COMMUNITY HEALTH SERVICES**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 3358-01**

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

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## ARTICLE 1 - PURPOSE

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

## ARTICLE 2 - RECOGNITION

- 2.01 Subject to Articles 2.03, 2.04 and 2.05, the Employer recognizes the Union as the sole and exclusive bargaining agent for all of its Employees working in community support services in and out of the City of Toronto save and except Supervisors, those above the rank of Supervisors, persons employed in Operations, Finance, Business Intelligence, Human Resources, Executive Administrative Assistant, temporary workers, project workers, students employed during the school vacation period and students referred from an outside agency or government department to work on a specific project.
- 2.02 The word "Employee" where used in this Agreement refers only to the Employees within the aforesaid bargaining unit unless otherwise specifically stated.
- 2.03 a) The term "temporary worker" where used in this Agreement means a person who is employed on a temporary basis, for a period not in excess of six (6) consecutive months, (in the case of pregnancy/parental leave not in excess of eighteen (18) calendar months) in order to:
- i) Fill a temporary vacancy in a bargaining unit position caused by an Employee's or Employees' absence(s) on sick leave, long-term disability, maternity leave, leave of absence, vacation, suspension, compensatory time off, professional development or similar absences in manpower; or
  - ii) Deal with a short-term increase in the bargaining unit work load; or
  - iii) Fill a permanent vacancy in a bargaining unit position until an Employee can be permanently placed or hired to fill the vacancy; or
  - iv) Deal with emergencies.
- b) Temporary workers are excluded from the bargaining unit as defined in Article 2.01 and shall not be covered by any of the terms of this Agreement.
- 2.04 a) The term "project worker" where used in this Agreement means a person who is employed to work for an agreed term of up to twelve (12) consecutive months to work on a specific project or projects funded by grants which are for the purpose of operating the specific project.
- b) Project workers are excluded from the bargaining unit as defined in Article 2.01 and shall not be covered by any of the terms of this Agreement.

- 2.05 The Employer agrees that it shall not employ temporary workers, project workers or students in order to avoid filling an existing permanent vacancy in a bargaining unit position or to avoid filling a newly created bargaining unit position.
- 2.06
- a) The term "full-time Employee" where used in this Agreement means an Employee who is regularly scheduled to work twenty (20) or more hours per week.
  - b) The term "part-time Employee" where used in this Agreement means an Employee who is regularly scheduled to work less than twenty (20) hours per week. An Employee's status as a regular part-time or full-time Employee will be determined twice per fiscal year on April 1 and on October 1 and will be based on a calculation of an average of their weekly hours worked in the six (6) months preceding these dates. For example, employees who have on average worked a minimum of twenty (20) hours a week for the period of April 1 to September 30 will be deemed full-time for the period of October 1 to March 31. Employees who have on average worked less than a minimum of twenty (20) hours a week for the period of April 1 to September 30 will be deemed part-time for the period from October 1 to March 31.
- 2.07 **Days Defined**
- a) Any reference to "days" will mean calendar days unless noted otherwise (exclusive of designated Statutory Holidays).
  - b) Any reference to "business days" will mean Monday through Friday from 9:00 am to 5:00 pm (exclusive of designated Statutory Holidays).
  - c) Any reference to "working days" will mean days scheduled to work.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

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

- 3.02 The Employer's failure to invoke discipline in one (1) instance shall not affect its right to invoke discipline (or a different discipline) for another or later infraction.

## **ARTICLE 4 - UNION DUES CHECK-OFF**

- 4.01 The Employer shall deduct an amount equivalent to the regular monthly Union dues from the wages of all Employees in the bargaining unit as a condition of employment. Such deduction shall be made commencing on the first pay and continue from each pay thereafter and be remitted to the CUPE National Secretary-Treasurer in Ottawa by the 15th day of the month following the month for which the dues were deducted, accompanied by a list, with a copy to the Local Union President and Secretary Treasurer, of names of Employees from whose wages deductions have been made an amount indicating the total gross wages paid to all bargaining unit members.
- 4.02 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an Employee or Employees for amounts deducted from pay as provided by this Article.
- 4.03 At the same time that Income Tax (T-4) slips are made available to each Employee, the Employer shall include on the T-4 slip for each Employee the amount of Union dues paid by that Employee in the previous year.

## **ARTICLE 5 - CORRESPONDENCE**

- 5.01 All correspondence between the parties to this Agreement shall pass to and from the Director, Human Resources of the Employer and the Executive of the Union, with the exception of grievances which are submitted under Article 10, and the parties agree to keep each other advised of the current mailing address applicable.
- 5.02 The Employer shall supply the Union with a list of names, addresses, personal email addresses (if provided by an Employee) and telephone numbers of all Employees covered by this Agreement annually.
- 5.03 The Employer shall supply the Union in writing, within fifteen (15) working days from the time of commencement of employment, the names, addresses, personal email addresses (if provided by an Employee) and telephone numbers of all newly hired Employees covered by this Agreement; and agrees to inform the Union in writing within ten (10) working days of the names of any Employees covered by this Agreement who tenders their resignation, is laid off or is dismissed.

## **ARTICLE 6 - UNION / MANAGEMENT RELATIONS**

- 6.01 The parties agree to form a Union/Management Committee, which shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall meet on a monthly basis if needed but no later than every three (3)

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months, if requested in writing by either the Union or the Employer. Agendas shall be submitted at least one (1) week prior to the agreed upon date.

- 6.02 The Committee shall concern itself with matters of mutual interest concerning the administration of this Agreement and to facilitate productive discussion, the parties will agree to an agenda prior to each meeting.

Where new programmes are introduced, the new schedules for these programmes will be reviewed by the committee.

- 6.03 Chairing of meetings shall rotate between the Union and the Employer. Summaries of these meetings shall be prepared jointly and copies provided to Committee members within two (2) weeks of the conclusion of the meeting provided that such summaries or their contents shall be entirely on a without prejudice basis.

6.04 **Minutes**

The joint Chairpersons shall alternate taking minutes at each meeting. Minutes of each meeting of the Committee shall be reviewed 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 a copy of the minutes.

- 6.05 Committee members shall not suffer loss of pay or benefits for time spent in attendance at Committee meetings convened under Article 6.01.

## **ARTICLE 7 - PROPER ACCOMMODATION**

- 7.01 The Union shall have reasonable access to a bulletin board existing in the premises of the Employer for the posting of appropriate Union notices pertaining to matters relating to Employees covered by this Agreement. Copies of all such Union notices shall be given to the Director, Human Resources/Designate of the Employer prior to posting.

- 7.02 The Employer shall ensure that Employees have reasonable accommodations for lunch and rest periods subject to the availability of accommodation on the Employer's premises.

7.03 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribution of sufficient copies of this Agreement to all parties. Where required the parties shall co-operate in making the Agreement accessible to Employees in alternative formats or languages.

- 7.04 The Union will inform a new bargaining unit Employee in writing of who their Union representative(s) are within five (5) days of being notified of the new hire. Thereafter, the new bargaining unit Employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes during the Employer's orientation period without loss of regular earnings where possible. When not possible, opportunity for meeting with the representative of

the Union shall occur no later than three (3) weeks of the Employee's start date. The Employee will be given a copy of the Collective Agreement.

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.
- 8.02 Outside representatives of the Union shall have reasonable access to the Employer's premises for the purpose of assisting in all matters arising out of this Agreement or incidental thereto, where the advance permission of the Director, Human Resources or designate has been obtained in writing. Such advance permission shall not be unreasonably withheld.
- 8.03 The Employer recognizes the right of the Union to elect or appoint Stewards and agrees to recognize two (2) Stewards, one (1) of whom shall be designated by the Union as Lead Steward.
- 8.04 The selection of the Stewards is the function of the Union and the Union shall notify the Employer in writing of the names of the Stewards and Lead Steward before the Employer will recognize them.
- 8.05 It is understood that Stewards will not absent themselves from their work unreasonably in order to deal with grievances. In accordance with this understanding, a Steward or an individual grievor will not suffer loss of pay for reasonable time spent by the Steward and the individual grievor in the investigation and the processing of an individual Employee grievance through the grievance procedure. No Steward will absent themselves from their work in dealing with any individual Employee grievance without first notifying their Supervisor and providing a reasonable explanation of why they deem such action necessary.
- 8.06 The Employer agrees to recognize a Union Grievance Committee comprised of the two (2) Stewards and one (1) executive officer of the Union, and the names of these individuals shall be supplied by the Union to the Employer.
- 8.07 Meetings involving grievances shall be at times and places agreed to between the Union and the Employer.
- 8.08 A Union bargaining committee will be elected or appointed by the Union consisting of not more than three (3) members of the Union for the purpose of negotiating renewals of this Collective Agreement. The Union will advise the Employer of the names of the bargaining committee members. The Union shall also advise the Employer of any names of any alternate members of the bargaining committee.
- 8.09 The Employer shall contribute fifty-percent (50%) of the wages of the bargaining unit negotiating committee members for up to forty two (42) hours (i.e. six (6) days) of face-to-face negotiations for the purpose of renewing this Collective Agreement.

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## ARTICLE 9 - NO STRIKES / NO LOCKOUTS

- 9.01 The Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words "lockout" and "strike" shall be as defined in the *Labour Relations Act, 1995*, as amended or replaced from time to time.
- 9.02 The Employer reserves the right to discipline up to and including discharge any Employee who participates in activities in violation of this Article and the Union agrees to repudiate any such activity forthwith and do all in its power to ensure that its members resume their employment obligations.

## ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 It is understood that electronic documentation shall be considered "in writing" for the purposes of this Article.
- 10.02 Any claim by an Employee, the Union or Employer pertaining to a violation of the *Ontario Human Rights Code*, the *Labour Relations Act, 1995*, as amended or replaced from time to time or the *Employment Standards Act, 2000*, as amended or replaced from time to time may be the subject of a grievance which shall be processed in accordance with the grievance procedure.
- 10.03 Should differences arise as to the interpretation, application administration, or alleged violation of the provisions specifically mentioned in this Agreement, such differences shall be adjusted according to the following steps in the order named. Any adjustments so made shall be final and binding upon both parties and the Employee concerned. The term "grievance" as used in this Agreement shall mean a complaint by either party to this Agreement alleging violation of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the grievance or arbitration procedures.

### 10.04 Grievance Steps

#### Informal Step:

It is understood that the intent of the parties is to resolve all complaints promptly, efficiently and amicably. An Employee or the Union has a complaint they shall refer it to the complaining Employee's immediate Supervisor or designate within ten (10) working days of the event giving rise to the concern, or from when the Employee should have reasonably become aware of the event in question. The Supervisor shall reply to the Employee, giving the answer to the complaint or question within five (5) working days from date of submission. If the complaint is not settled within ten (10) working days thereafter, then the following steps of the Grievance Procedure may be invoked:

#### Step 1:

If the matter is not resolved during the Informal Step, the Employee with the assistance of their Steward may submit a grievance which must be in writing, identifying the grievor, the Articles of the Agreement alleged to have been violated and have been signed by the

Steward and be given to the Employee's Supervisor or Manager. The Supervisor or Manager will render their decision in writing within ten (10) working days. Failing settlement then:

### Step 2

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

### Non-Binding Mediation

During the ten (10) working day period following receipt of the Director, Human Resources' or designate's decision from Step 2, the parties may agree to a mediation process. Where this occurs, the mediator will be selected by mutual agreement. The mediator's expenses shall be shared equally by the parties.

Where agreement on mediation is not reached, or where the mediation process does not result in a settlement, the grievance may, within ten (10) working days be submitted to arbitration.

#### 10.05 Policy Grievance

A Policy Grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated under Step 2 within ten (10) working days of the event giving rise to the grievance becoming known, or ought reasonably to have become known. The nature of the grievance, the remedy sought, and the Article or Articles of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step 2 within ten (10) working days, the grievance may be submitted to arbitration in accordance with Article 12.

#### 10.06 Employer Grievance

The Employer may submit a written grievance to the Union at Step 2 of the grievance procedure within ten (10) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the Employer. If the grievance is not resolved pursuant to the mutual satisfaction of the conferring parties within ten (10) working days, it may be referred to arbitration in the same way as the grievance of an Employee.

#### 10.07 Group Grievance

Where more than one (1) Employee has the same grievance, and each Employee would be entitled to grieve separately, the Union may present a group grievance and such written grievance shall be originated under Step 2 within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the Employees or the Union and the time-limits set out with respect to that Step shall appropriately apply.

- 10.08 Time limits contained in the grievance procedure shall be considered mandatory and shall be binding. Should the Employer fail to observe the time limit specified, the grievance shall be automatically advanced to the next step. Should the Union fail to comply with the time limits specified, the grievance shall automatically be deemed abandoned. The time limits set forth in this Article may be extended by mutual written Agreement, provided that such extension for any one (1) grievance shall not be a precedent or waiver of the time limits for any subsequent grievances.
- 10.09 A grievance filed pursuant to Article 10 shall state the exact nature of the grievance, the act or acts complained of, the date of the alleged violation(s), the identity of the Employee(s) who claims to be grieved, the specific Article or Articles of this Agreement that have allegedly been violated and the remedy sought.

## **ARTICLE 11 - DISCHARGE OR SUSPENSION**

- 11.01 Any Employee, other than a probationary Employee, who believes that they have been discharged or suspended without just cause may submit a written grievance at Step 2 of the grievance procedure within ten (10) working days of the discharge or suspension. Notwithstanding the foregoing, a probationary Employee who alleges they have been discharged in violation of Article 15 of this Agreement may submit a written grievance at Step 2 of the grievance procedure within ten (10) working days of the discharge.
- 11.02 No Employee, other than a probationary Employee, will be discharged or disciplined without just cause, and such cause will be provided in writing to the Employee with a copy to the Secretary of the Union. The employment termination or discharge of a probationary employee will not be the subject of a grievance or arbitration, subject to the *Ontario Human Rights Code*.
- 11.03 Disciplinary letters shall be removed from an Employee's personnel file three thousand three hundred thirty six (3336) hours following receipt of such disciplinary letter provided that the Employee's record has been discipline free for such three thousand three hundred thirty six (3336) hours. An absence in excess of thirty (30) working days will result in an extension of the three thousand three hundred thirty six (3336) hour period and such extension will be equal to the length of the leave (calculated on the basis of seven (7) hours a day of absence, pro-rated for part-time employees). Once removed the said letters shall not be relied upon in support of discipline or discharge and shall be destroyed. Article 11.03 shall not apply to discipline related to health and safety violations including but not limited to client abuse or neglect.
- 11.04 Discipline may include verbal warning, written warnings, suspension with or without pay.
- 11.05 An Employee will be offered a union Steward at any meeting with the Employer which is disciplinary in nature. If a union Steward is not available, an Employee may select an alternate Steward to be present during the meeting. Reasonable notice shall be given to the Employee and the Union.
- 11.06 A Steward of the Union who attends a disciplinary meeting will not suffer loss of pay for the time in attendance at the meeting. It is understood that time beyond the Steward's regular working hours will be compensated at straight time.

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- 11.07 Upon written request, an Employee may review their personnel file in the presence of the Employer within three (3) working days. An Employee shall have the right to make copies of any material contained in their personnel file.
- 11.08 Where the Employer issues discipline to an Employee, a copy of the discipline notice will be given to the Employee and to the Steward.
- 11.09 Performance appraisals which are to be filed in the Employee's personnel file, shall be shown to the Employee in advance. An Employee who objects to their performance appraisal may attach a statement to the appraisal setting out the objection and such statement shall be appended to the performance appraisal.

## **ARTICLE 12 - ARBITRATION PROCEDURE**

- 12.01 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that an Employee has been unjustly disciplined, either of the parties may, after exhausting the grievance procedure set forth in Article 10 of this Agreement, notify the other party within ten (10) business days of the conclusion of Step 2 of its desire to submit the grievance to a single Arbitrator. If a written request is not received within ten (10) business days after the decision under Step 2 is given, the grievance shall be deemed abandoned.
- 12.02 The arbitrator shall be without jurisdiction to substitute its judgement for that of management where management's rights are not specifically restricted by this Agreement save where specifically permitted to do so, and the arbitrator will be without jurisdiction to make any decisions inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement or substitute any new provisions in lieu thereof.
- The decision of the arbitrator shall be final, binding and enforceable on all parties.
- 12.03 The parties shall jointly bear the expenses of the arbitrator. Each party will bear its own expense with respect to any arbitration proceeding.
- 12.04 The Employer will provide leave without pay for grievors and necessary witnesses to attend Arbitration hearings.

## **ARTICLE 13 - SENIORITY**

### **13.01 Probation**

A newly hired Employee will be considered on probation and therefore subject to termination or lay-off at the Employer's discretion for a period of six (6) months worked, provided that a probationary Employee may not be so terminated or laid off in violation of Article 15 of this Agreement. Upon satisfactorily completing the probationary period,

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an Employee will be placed on the seniority list and their seniority shall date from the date of their last date of hire.

- 13.02 a) Seniority shall consist of any Employee's continuous time worked with the Employer in the bargaining unit from the Employee's last date of hire. A part-time Employee shall have their seniority calculated and ranked with full-time Employees on the basis of thirty-five (35) hours worked by the part-time Employee being equivalent to one (1) week worked by the full-time Employee. Seniority rights as created by this Agreement exist only to the extent expressed herein.
- b) The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union President and Recording Secretary and posted on the main bulletin board in July of each year.

Employees may challenge their seniority date for a period of one (1) month after posting. If no challenges are received, the seniority list as posted shall be deemed to be correct. However, an Employee who is absent when the list is so posted shall have one (1) month from the date of their return to work to challenge the seniority list and if they fail to do so, the seniority list as posted shall be deemed to be correct.

- 13.03 Temporary assignments of Employees of up to six (6) months may be made to cover needs such as vacancies due to periods of disability, sick leave, leaves of absence, vacations, emergencies, sudden increases or decreases in work load and similar absences or operational needs without regard to the seniority provisions of this Agreement. In making such assignment of an Employee, the Employee's Supervisor will consult with the Director, Human Resources/designate and the Employee to determine the feasibility of such assignment in regard to the work priorities of the Employee's position. Employees who are temporarily assigned hereunder to a position that is higher in classification as set out in the Wage Grid in Schedule "A" Salary Range which is paid at a rate higher than their normal rate shall receive pay at that higher job rate for all hours worked performing the temporary assignment. Employees who are temporarily assigned hereunder to a position that is lower in classification in the Wage Grid in Schedule "A" Salary Range which is paid at a lesser rate than their normal position shall continue to receive the rate of pay for their normal position for such time as they are so temporarily assigned.

- 13.04 An Employee will lose their seniority and be deemed to have terminated their employment for any of the following reasons:

- a) If they resign and do not withdraw the resignation within twenty four (24) hours;
- b) If they are discharged and such discharge is not reversed through the grievance procedure;
- c) If they fail to notify the Employer of their intention to resume work for the Employer within five (5) calendar days following the date on the written notice of recall from the Employer sent by registered mail to the Employee's last known address or fails to report for work within five (5) calendar days from such notification or fourteen (14) calendar days where it is necessary for the Employee to provide their notice of resignation from a job with another Employer, except for reasonable cause;
- d) If they fail to report to work at the expiration of a leave absence or vacation unless a reason satisfactory to the Employer is given;

- e) If they absent themselves from work without notifying the Employer unless reasonable cause is established for both the absence and lack of notification;
- f) If they are engaged in gainful employment with another Employer which adversely affects their performance in their position with the Employer or is prejudicial to the interests of the Employer;
- g) If they are off work by reason of illness or injury for twenty-four (24) consecutive months;
- h) If they are employed for an agreed term of employment, at the end of such agreed term;
- i) If they do not work at least one (1) shift per month, provided such shift is available. For the purpose of this clause, "shift" is defined as a full day as scheduled and excludes training, meetings and other organizational events. This Article 13.04(i) does not apply to an Employee who is on an approved leave of absence.

13.05 An Employee must keep the Employer advised and updated as to the reason for any absence from work and make arrangements with the Employer for their return to work.

13.06 It shall be the duty of Employees to notify the Employer promptly and in writing of any change of their address. If an Employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such Employee.

13.07 The Employer agrees that it will not transfer an Employee to a position outside of the bargaining unit without the Employee's consent.

Non-bargaining unit Employees may apply through the job posting procedure for a vacant position in the bargaining unit. Their applications will be considered as external to the bargaining unit.

In the event of a layoff, no Employee permanently outside of the bargaining unit shall be entitled to use their bargaining unit seniority to displace current bargaining unit Employees.

## **ARTICLE 14 - JOB POSTING, PROMOTION AND TRANSFER**

- 14.01 a) In cases of promotion or demotion, permanent transfer, lay-offs, and recalls, the Employer shall be guided by the following factors:
- i) Seniority;
  - ii) The requirements of the job;
  - iii) Skill, ability, efficiency, education and qualifications as these relate to requirements of the job.
- b) Only where two (2) or more Employees are judged to be relatively equal on the basis of the factors set out in 14.01 a) iii) seniority shall prevail.

14.02 If it becomes necessary for the Employer to fill a permanent vacancy in a position in the bargaining unit, then such vacancy shall be posted for five (5) business days to provide Employees with an opportunity to apply for the vacant position, which must be done in writing to the Employer. The notice shall be dated and shall contain a summary of the

requirements of the job and the salary range. The application shall be dated and the Employer shall only be required to consider applications which are received by the Director, Human Resources during the period the notice is posted. The Employer, in filling posted vacancies for which Employees apply in accordance with this Article, shall make its decision in accordance with Article 14.01.

Where a position has been vacated and there has been no posting for the position within four (4) weeks, the Union will be informed of the reason a vacancy has not been declared.

- 14.03 An Employee transferred to a position outside of the bargaining unit shall not lose their seniority status but shall accumulate seniority while in the employ of the Employer for an additional period of six (6) calendar months and will retain their total accumulated seniority in the event that they are ever transferred back into the bargaining unit.
- 14.04 No bargaining unit Employee shall hold more than one (1) position in the bargaining unit at any given time.

## **ARTICLE 15 - NON-DISCRIMINATION**

- 15.01 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, lay-off, 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 offences, marital status, family relationship, number of dependants, physical or mental disability (except where the disability would prevent the carrying out of the required duties or render an Employee not relatively equal to another Employee in a competition with respect to hiring, promotion, demotion, transfer, lay-off or recall), place of residence, garnishes, or by reason of their membership or non-membership or activity or lack of activity in the Union. For the purposes of this Article, "age" means an age that is eighteen (18) years or more.

Gender/Transgender Harassment shall be defined 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(s) and/or cause personal humiliation, on the basis of sexual orientation or gender. Gender/Transgender Harassment also includes discrimination, alienation, intimidation, and silencing or the differential treatment of a person as a result of their gender identity.

Notwithstanding the foregoing, the Employer may withhold employment or advancement in employment including but not limited to matters of hiring, wage rate, training, upgrading, promotion, transfer and recall, to a person or Employee who is the mother, father, spouse, common-law spouse, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law of an Employee.

### Definition of Disability

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

- i) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and without limiting the generality of the foregoing, including diabetes mellitus, epilepsy, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness

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or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or on a wheelchair or other remedial appliance or device, or

- ii) A condition of intellectual disablement or impairment, or
- iii) A learning disability, or a dysfunction in one (1) or more of the processes involved in understanding or using symbols or spoken language, or
- iv) A mental disorder.

15.02 Employees must provide at least fourteen (14) calendar days of notice in writing to their immediate Supervisor if they require accommodation to observe religious obligations and practices of their faith, except for religious observance where a date cannot be pre-determined.

#### 15.03 Personal Rights

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

#### 15.04 Definition

1. Sexual harassment shall be defined as any sexually oriented practice that undermines an Employee's health, job performance, or workplace relationships, or endangers an Employee's employment status or potential. Sexual harassment shall include, but not be limited to:
  - a) Unwelcome touching or patting;
  - b) Suggestive remarks or other verbal abuse;
  - c) Leering at a person's body;
  - d) Compromising invitations;
  - e) Demands for sexual favours;
  - f) Physical assault
2. The Employer has in place a policy against sexual harassment and has made all management personnel and Employees aware that violations of the Policy shall be subject to disciplinary action. The Employer provides training with respect to the Policy and makes available copies of this Policy to all management staff and Employees.
3. Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
4. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
5. No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
6. The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

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## ARTICLE 16 - MANAGEMENT CLAUSE

- 16.01 Management Employees will not regularly perform work that normally falls within the scope of the duties of members of the bargaining unit. However, such restriction shall not apply in the case of emergency or in such situations where maintenance of the necessary level of service and program operation or training of bargaining unit Employees requires such work.
- 16.02 The Employer agrees not to contract out existing bargaining unit work to the extent that such action would result in the lay-off or downgrading of an Employee to a lower paid position.

## ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 The normal hours of work for full-time Employees shall be forty (40) or more in a two (2) week period but not greater than seventy (70) hours in a two (2) week period excluding meal breaks which shall be unpaid. The normal hours of work for part-time Employees shall be less than twenty (20) hours per week excluding meal breaks which shall be unpaid. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week, or of days of work per week.
- 17.02
- a) It is recognized that due to the nature of the Employer's operations as a social service agency, overtime work may be required. A full-time Employee who is authorized by their Manager to perform work exceeding one-half ( $\frac{1}{2}$ )-hour in excess seventy (70) hours in a two (2) week period shall be compensated by receiving an equivalent amount of time off ("compensatory time off") calculated on the basis of direct care. This time may be banked to a maximum of thirty-five (35) hours and shall be taken by the full-time Employee as time off during regular working hours at a time mutually agreeable between the full-time Employee and their Manager.
  - b) Upon an Employee's cessation of employment with the Employer, an Employee shall be entitled to a pay out of accumulated but unused compensatory time.
  - c) It is agreed that there shall be no pyramiding or duplication of overtime or statutory holiday pay rates under this Agreement. Where two (2) or more overtime provisions are applicable, the Employee shall only receive one and one half (1 and  $\frac{1}{2}$ ) times their regular hourly rate of pay.
- 17.03
- a) Employees who are scheduled to work a shift that is at least five (5) consecutive hours in length will be entitled to a half hour ( $\frac{1}{2}$ ) unpaid meal break to be taken at a time scheduled by the Supervisor, or as close to that time as possible if work does not permit the meal break at the scheduled time.
  - b) Employees who are required to remain on premises during their breaks will be paid for their meal break.
  - c) Subject to work schedule, Employees will be permitted to take two (2) fifteen (15) minute rest periods in each shift, to be taken as scheduled by the Supervisor or as close

to that time as possible provided they are not single shifted, subject to paragraph d) below.

d) Employees who are scheduled to work a shift that is less than five (5) consecutive hours in length are entitled to one (1) fifteen (15) minute rest period.

- 17.04 The phrase "on the active payroll" when used in this Agreement means the status of being entitled to the receipt of wages as provided in Article 24 and Schedule "A" or as provided under Article 21.02 by use of sick leave credits. Without limiting the foregoing, an Employee is not "on the active payroll" as that phrase is used throughout this Agreement when the Employee is:
- a) Absent on sick leave where their sick leave credits accumulated as provided in Article 21.02 have run out; or
  - b) On lay-off; or
  - c) On strike; or
  - d) Under suspension without pay; or
  - e) Absent and receiving benefits under the *Workplace Safety and Insurance Act, 1997*, as amended or replaced from time to time; or
  - f) Absent on Pregnancy, Parental and Adoption leave as provided in Article 22.06; or
  - g) Absent on an authorized leave of absence without pay in excess of four (4) weeks.

## **ARTICLE 18 - LAYOFF AND RECALL**

### 18.01 Layoff

- a) Where an Employee is to be laid off the following procedure will apply:
  - i) The Employer will identify the least senior Employee, within the affected position, based on the seniority in effect as of that date.
  - ii) Where such an Employee is identified the Employee will have the right to be reassigned to another position by the Employer, provided that:
    - a) There is a vacant bargaining-unit position for which the Employee is qualified and capable of performing; or
    - b) The Employee can bump a more junior Employee where the Employee is both qualified and capable of performing the duties of the position.
  - iii) For the purpose of this clause:
    - a) No Employee shall displace an Employee in a higher classification.
    - b) No permanent part-time Employee shall displace a full-time Employee.
- b) Where an Employee fails to exercise the Employee's rights under a) ii), or where no suitable vacancy exists with the Employer, the Employee shall be laid off.
- c) Notice Period

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- i) Employees will be given at least three (3) weeks' notice of layoff or notice as required by the *Employment Standards Act, 2000*, as amended or replaced from time to time, whichever is greater.
  - ii) A copy of such notice shall be forwarded to the President of CUPE Local 3358-01.
- d) Recall
- i) An Employee who is laid off shall be provided, by registered mail at the Employee's last known address on record with the Employer and by email at the Employee's last email address on record with the Employer, with copies of job postings for positions for which the laid-off Employee is qualified, for a period of twelve (12) months or, for Employees with less than twelve (12) months of service, for a period of six (6) months. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current mailing and personal email addresses. If any Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach the Employee.
  - ii) The Employee shall have eight (8) business days to respond.
  - iii) A laid off Employee, under Section (b) above, will be given priority consideration for any new vacancies, provided that they are qualified and capable of performing the duties of the position, and there is no other more senior laid-off Employee who is qualified and capable of performing the duties of the position, and who has applied for the vacancy.
  - iv) An Employee who has been on layoff for more than twelve (12) months or, for an Employee with less than twelve (12) months of service, for a period of six (6) months, shall lose all rights of recall and seniority.
- e) Grievance on Layoff and Recall
- Where an Employee files a grievance claiming improper layoff or recall, the Employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.
- 18.02 It is agreed and understood that Employees shall continue to accumulate seniority while on lay-off.
- 18.03 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed thirty (30) calendar days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 18.04 When an Employee is to be laid off, the Employee shall be allowed up to twenty one (21) hours off with pay to attend and prepare for job interviews. Such days shall be taken at a time mutually agreed upon by the Employee and the Supervisor. An Employee's request shall not be unreasonably denied.
- 18.05 New bargaining unit Employees shall not be hired until those laid off have been given an opportunity of recall, as provided in this Agreement.
- 18.06 Secondment
- Temporary contracts for bargaining unit positions, which exceed twelve (12) weeks in duration, will be posted internally and will be available to Union members on a secondment

basis for the duration of the contract, where the Employer can appropriately back-fill the position of the applicant.

Union members who are awarded these temporary contracts will retain all their rights and obligations as members of the Union, and their jobs will be held open for them for the duration of the contract, up to a period of one (1) year. This period may be extended once, for a further period, upon mutual agreement in writing, between the Union and the Employer.

## ARTICLE 19 - HOLIDAYS

19.01 There shall be eleven (11) holidays each year as follows:

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

19.02 Eligible Employees shall receive pay for each holiday in accordance with the *Employment Standards Act, 2000*, as amended or replaced from time to time.

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

19.04 An Employee required to work a shift on any of the holidays outlined in Article 19.01 shall be paid at one and one-half (1½) times their regular rate for all hours worked and in addition shall receive a substitute shift of equivalent length off at their regular rate of pay. The substitute shift is to be scheduled at a time mutually agreed to between the Employer and Employee in accordance with the *Employment Standards Act, 2000*, as amended or replaced from time to time.

19.05 To be eligible for holiday pay in accordance with Article 19.02, the Employee must work their complete scheduled shift before and their complete scheduled shift after the holiday, unless the Employee can establish they were unable to work because of illness or is on an authorized day off.

19.06 The Employee shall be required to provide proof of illness if requested by the Employer.

19.07 Personal Float Days

The Employer shall grant full time Employees twenty one (21) hours off per fiscal year, for personal reasons, including religious holidays, to be used during that fiscal year. The personal float hours will be pro-rated for part time Employees and new bargaining unit Employees entering the organization based on the regular hours for a full time Employee. The Employee's request for the float hours off shall be in writing and must be submitted through the Employer's time management system not less than ten (10) working days in advance of the requested hours. Such hours shall not be taken in less than three and a half (3.5) hour increments. Such requests shall be subject to operational requirements

and will not be unreasonably denied. Emergency requests will be considered. Personal float hours are not available to temporary or project workers.

19.08 Personal float days cannot be carried over from year to year or paid out upon employment cessation. In cases where a request to use personal float days has been made in accordance with Article 19.07 and denied, the Employer will work with the Employee to schedule an alternate date within the year that is mutually agreeable and if no such date is scheduled, it may be paid out.

## ARTICLE 20 - VACATIONS

- 20.01 a) Subject to the eligibility requirements described in this Article, Employees shall receive vacation time off with pay at the Employee's regular rate for full-time Employees and with pay as provided in Article 20.01 (c) for part-time Employees in accordance with the following provisions.
- i) An Employee having less than one (1) year of continuous service as of March 31 in any year will be entitled to receive a vacation of one (1) day per month of such service up to a maximum of ten (10) days (equivalent to seventy (70) hours) to be taken during their first twelve (12) months of service;
  - ii) An Employee having from one (1) year to less than four (4) years' continuous service as of March 31 in any year will be entitled to receive a vacation of three (3) weeks (equivalent to one hundred five (105) hours) during the following twelve (12) months;
  - iii) An Employee having from four (4) years to less than seven (7) years' continuous service as of March 31 in any year will be entitled to receive a vacation of four (4) weeks (equivalent to one hundred forty (140) hours) during the following twelve (12) months; and
  - iv) An Employee with seven (7) years or more of continuous service as of March 31 in any year will be entitled to receive a vacation of five (5) weeks (equivalent to one hundred seventy five (175) hours) during the following twelve (12) months.
- b) For the purpose of determining the vacation entitlement of an Employee regularly working less than thirty-five (35) hours per week, whether as a full-time Employee or a part-time Employee, years of continuous service shall be the basis used for calculating vacation credits.
- c) A part-time Employee shall be paid vacation pay on each pay cheque as it accrues. Each payment shall be a percentage of the Employee's gross earnings during the immediately preceding pay period which percentage shall be based on the Employee's continuous years of service.

<u>Years Worked</u>	<u>Percentage</u>
Up to 2 continuous years	4%
More than 2 but less than 4 continuous years	6%
More than 4 years but less than 7 continuous years	8%
More than 7 years of continuous service	10%

- 20.02 An Employee's annual vacation leave shall be calculated in accordance with Article 20.01, as of each year.
- 20.03 Employees shall submit vacation requests for the period of April 1 to September 30 by January 1 and the Employer will respond to the requests by January 15. Employees shall submit vacation requests for the period of October 1 to March 31 by July 1 and the Employer will respond to the requests by July 15. Vacation requests in this paragraph will not be considered prior to the deadlines for submission as set out in this paragraph. Subject to the foregoing, if two (2) or more Employees from the same classification request the same time for vacation, preference will be given to the Employee with the greatest seniority.
- Vacation requests outside of the above request periods may be considered but are not guaranteed. All unused vacation time will be paid out at the end of the fiscal year.
- For clarity, all employees are required to submit vacation requests for the period from April 1, 2025 to September 30, 2025 by January 1, 2025.
- 20.04 Vacation must be fully taken by March 31 of the year following the vacation year in which it was accumulated (April 1 – March 31).
- 20.05 Should a holiday fall within an Employee's vacation period, an extra seven (7) hours at their regular rate in the case of a full-time Employee and without pay in the case of a part-time Employee will be added to vacation time.
- 20.06 Should a full-time Employee be on sick leave or absent and in receipt of benefits in accordance with the *Workplace Safety and Insurance Act, 1997*, as amended or replaced from time to time prior to a scheduled vacation period and the illness or period of WSIB absence and benefits extends into the vacation period, the full-time Employee shall be entitled to reschedule their vacation to a later time authorized by their Supervisor.
- 20.07 An Employee who leaves the employment of the Employer, for any reason, shall receive payment for the unused portion of the vacation which they have earned.
- 20.08 If an Employee is hospitalized as an in-patient while on vacation, the days spent in hospital shall be considered sick leave to the extent of the Employee's sick leave accumulation and those vacation hours shall be rescheduled at another time. Written proof will be required to verify that the Employee was hospitalized as an in-patient during that time.

## **ARTICLE 21 - SICK LEAVE**

- 21.01 All full-time Employees on the active payroll shall be entitled to continuation of regular pay in accordance with the provisions of this Article to a maximum of their accumulated sick leave credits when legitimately absent due to illness, injury, disability, or illness of an immediate family member (immediate family is defined as spouse, common-law spouse, dependent children, parents or grand-parents). Sick leave may also be used for medical appointments which cannot be scheduled outside of the Employee's regular working hours.

21.02 Full-time Employees only shall accumulate sick leave credits while on active payroll at a rate of one and one-half (1½) working days (equivalent to ten and one half (10.5) hours) per month of service at their regular rate to a maximum accumulation of forty (40) working days (equivalent to two hundred eighty (280) hours). Approved sick time will be paid at the Employee's regular rate for the working day of absence and shall be charged against the Employee's accumulated sick credits.

Sick leave can be used up to five (5) working days per illness. For any occurrence of illness, six (6) working days or longer, the Employee will apply for Short Term Disability Insurance (STD).

Provided an Employee has applied for STD benefits in accordance with the carrier's terms and conditions, the Employee can use their sick credits/bank while waiting for the carrier's decision, with the understanding that use of sick credits/bank will reduce the amount of STD benefits the Employee may receive. If STD is not approved by the carrier, the Employee's use of sick credits/bank will cease immediately and the remainder of the absence will be unpaid.

21.03 When absent due to illness, injury, disability or illness to an immediate family member (as defined in Article 21.01) part-time Employee shall be entitled to a leave of absence without pay.

- 21.04
- a) Sick leave shall be granted on the oral statement of the Employee for periods not exceeding two (2) working days. Where absence on sick leave extends beyond two (2) working days an Employee shall provide a doctor's certificate if one is requested by the Employer. Any costs incurred by an Employee to provide the doctor's certificate shall be paid for by the Employer.
  - b) Where absence on sick leave occurs immediately before or immediately after a long weekend or statutory holiday, an Employee shall provide a doctor's certificate, upon the Employee's return to work. Any costs incurred by an Employee to provide the doctor's certificate shall be paid for by the Employer.
  - c) Where the Employer requests a doctor's certificate because they are relying on a "reasonable reason" for the requirement, any costs incurred by the Employee to provide the doctor's certificate shall be paid for by the Employer.
  - d) The Employer reserves the right to require written documentation to substantiate any absence including medical documentation, functional abilities form and information regarding an Employee's prognosis to return to work, fitness to work and any medical restrictions regarding an Employee's ability to fulfill the demand of the Employee's job.
  - e) Where the Employer requests documentation including but not limited to medical such as a doctor's certificate pursuant to Article 21, the Employee will provide the requested documentation as soon as possible but no later than five (5) business days after the request is made, unless otherwise required to be provided pursuant to Article 21.04(b) in which case, the documentation shall be provided even without the Employer's request. If the documentation is not provided in accordance with Article 21.04, the Employee will not be eligible to use sick credits for the absence and the absence will be unpaid. The Employee may also be subject to discipline for failing to comply with the Employer's request

- f) Employees who are unable to report to work must notify their Manager or the Manager on Call as far in advance as possible before the scheduled start of each shift for which the Employee will be absent. Where advance notice is not possible, Employees shall contact their Manager or Manager on Call as soon as possible.

21.05 In situations where illness or crisis occurs in the immediate family as defined in Article 21.01 which requires a full-time Employee to be absent, the Employee will be granted up to three (3) working days' sick leave per occurrence to a maximum of nine (9) working days per calendar year and such hours shall be charged against the Employee's accumulated sick credits. In special circumstances, an Employee may apply to the Director, Human Resources or designate for an extension beyond what is provided above.

21.06 Accumulated sick leave credits cease upon the termination of employment and no Employee has a claim to cash out any accumulated sick leave banked.

## **ARTICLE 21 A WSIB**

21A.01 All Employees shall be covered by the *Workplace Safety and Insurance Act, 1997* ("*WSIA*").

21A.02 An Employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *WSIA*.

21A.03 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, and subject to the Employee paying their share of the premiums, as applicable, as set forth in the *WSIA*.

21A.04 Employees will have access to their sick bank until such time as the Employee's claim for WSIB benefits, including appeal, is determined by the WSIB.

## **ARTICLE 22 - LEAVES OF ABSENCES**

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

22.02 Any Employee who is selected for a full-time position with the Union may be given a leave of absence by the Employer for up to six (6) months without pay and without loss of seniority during such absence. The Employee must submit their written request for such a leave to the Director of Human Resources no less than three (3) months before the commencement of the leave. The Employer will reasonably consider an extension of the leave upon receiving three (3) months of written notice to the Director of Human Resources and the entire leave shall not exceed twelve (12) months.

22.03 Upon written request, signed by an official representative of the Union up to a total of three (3) leaves of absence without pay per year may be granted to not more than two (2)

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

22.04 All full-time Employees on the active payroll who have completed their probationary period will be granted paid time off as follows, which time shall be pro-rated for part-time employees:

- a) Up to five (5) days' (equivalent to thirty five (35) hours) time off with pay at their regular rate for bereavement at the time of death of their mother, father, spouse, son or daughter, brother or sister.
- b) Up to three (3) days' (equivalent to twenty one (21) hours) time off with pay at their regular rate for bereavement at the time of the death of their mother-in-law, father-in-law, brother-in-law or sister-in-law, grandparents, grandchildren, aunt, uncle, niece or nephew.
- c) Up to one (1) day (equivalent to seven (7) hours) of time off with pay at their regular rate for bereavement at the time of the death of any other relative.

The above time off with pay is conditional on the Employee not receiving pay for such hours under any other provisions of the Agreement and the pay for such hours of absence is limited to the working day or days actually missed from work as per the Employee's scheduled working days.

22.05 Employees on the active payroll who have completed their probationary period and who are required by law to attend jury selection, serve as a juror or appear as a witness in a court proceeding shall continue to be paid the regular pay which they would have earned provided they were already scheduled to work during the hours they are required to attend, serve or appear. For clarity, an Employee will not be paid for any hours or shift that becomes available after they have received a notification to attend, serve or appear as a witness and for the duration of the absence. Payment for an eligible Employee is also conditional on the Employee:

- a) notifying the Employer immediately by submitting a request for leave form to the Employee's Supervisor on the Employee's notification that they will be required to attend at court;
- b) presenting proof of service requiring the Employee's attendance as a jury member or to testify; and
- c) depositing with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

Notwithstanding the above, Employees are required to report for work whenever the court schedule permits.

- 22.06 Pregnancy, Parental and adoption leave shall be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended or replaced from time to time.
- a) An Employee entitled to pregnancy leave under the above, and who provides Reconnect with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the *Employment Insurance Act*, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:
- For the first two (2) weeks, payments equivalent to sixty percent (60%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked, prior to the commencement of the pregnancy leave.
  - For the next thirty (30) weeks, payment equal to the difference between E.I. Benefits and sixty percent (60%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked, prior to the commencement of the pregnancy leave.

## **ARTICLE 23 - EXPENSE REIMBURSEMENT**

- 23.01 When an Employee is required to travel while engaged on Employer-related business, the Employer will reimburse the Employee as follows:
- a) Current CRA rate per kilometre, if the Employee is required by the Employer to use their own automobile for transportation.
- b) Public transportation costs (at the current rate) associated with travel on behalf of the Employer.
- c) All approved parking expenses (receipts required), when parked for Employer-related business. For clarity, parking violations (including but not limited to parking tickets) will not be reimbursed.
- d) Employees shall submit monthly through SAP CONCUR application (or equivalent) to the Employer setting out the particulars of the mileage, parking and transit fare expenses incurred prior to being reimbursed for the same. It is understood that training to use such application will be provided by the Employer during working hours.
- 23.02 Mileage and public transit use between an Employee's home and any of the Employer's offices is not reimbursable. Employees travelling directly from home to an off-site meeting or visiting a client shall calculate their mileage and public transit use starting from the location of their first meeting/visit and ending at the location of their last meeting/visit of the day.
- 23.03 The Employer will reimburse an Employee the parking cost associated with attending any of the Employer's offices, up to a maximum of forty five dollars (\$45.00) a month in total and upon the presentation of receipts. For clarity, regardless of which of the Employer's offices an Employee parks at, the total reimbursement per month for all parking shall not exceed forty five dollars (\$45.00).

## **ARTICLE 24 - JOB CLASSIFICATIONS & SALARIES OR HOURLY RATES**

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

## **ARTICLE 25 - PAY PERIODS**

25.01 All Employees will be paid by direct deposit every second Thursday for the two (2) weeks ending the previous Sunday.

## **ARTICLE 26 - R.R.S.P. CONTRIBUTIONS**

26.01 The Employer shall, for each Employee who has completed one (1) year of continuous service pay by way of a contribution to a Group Registered Retirement Savings Plan ("Group RRSP") during each fiscal year, an amount equal to three percent (3%) of the gross earnings which each such Employee has received from the Employer in the past fiscal year. Such contribution shall be made by June of each year for the full fiscal year. These funds may only be released to an Employee in accordance with the terms of the Group RRSP. Any Employee for whom the Employer is contributing to the Employee's individual RRSP as of the date of ratification of the renewal of this Collective Agreement, shall be grandfathered. It is understood that such payment will be made payable directly to an existing RRSP and shall not be made payable to the Employee.

The Employer will increase the RRSP contribution in Article 26.01 from three percent (3%) to four percent (4%), effective April 1, 2023 for all bargaining unit employees who are actively employed or on an approved leave of absence as of the date of ratification, subject to the Letter of Understanding attached hereto. This additional contribution shall be made in respect of the 2024 tax year.

## **ARTICLE 27 - PROFESSIONAL DEVELOPMENT**

27.01 The Employer recognizes the need for Employees to enhance and develop their professional competencies and work skills. The Employer shall endeavour to provide Employees with educational and developmental opportunities at its own expense subject to financial constraints.

27.02 The identification of educational and developmental opportunities can be initiated by the Employee or the Employer.

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

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## ARTICLE 28 - HEALTH & SAFETY

- 28.01 The parties agree to abide by the provisions of the *Occupational Health & Safety Act* R.S.O. 1990 ("*OHSA*") as amended or replaced from time to time.
- 28.02 The vaccination against Hepatitis B shall be made available on a voluntary basis to the Employees who have a possible high exposure to bodily fluids. The Employer shall be responsible for the full cost of the vaccinations not covered by the insurance carrier.
- 28.03 The vaccination against Influenza ("flu shot") shall be made available, on a voluntary basis to all Employees.
- 28.04 The Employer agrees to establish and maintain Joint Health and Safety Committee(s) (JHSCs) in accordance with the provisions of the *OHSA*. Each JHSC shall be comprised of three (3) bargaining unit Employees and three (3) representatives from the Employer. Time off shall be granted to JHSC members at the regular or overtime rate, and preparation time of no less than one (1) hour per meeting as provided in the *OHSA*.
- 28.05 The Employer shall make every reasonable effort to accommodate Employees in accordance with the provisions of the *Ontario Human Rights Code* to the point of undue hardship and in accordance with the Policy "Section 6: Accommodation and Accessibility".
- 28.06 The Employer shall make reasonable provisions for the safety and health of its Employees during the hours of employment. It is agreed that the Employer, Union and Employees shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of the safety and health of all Employees.
- 28.07 The Employer will provide required safety equipment in accordance with the *OHSA*.
- 28.08 The Employer undertakes to investigate all complaints of workplace harassment in an expeditious manner. Both the complainant and respondent may request Union assistance during an investigation. In the event the Union participates the Employer will share the results of the investigation with the Union.
- 28.09 **Violence in the Workplace**  
The Employer includes the subject of violence in the workplace in staff or management annual training sessions along with other subjects covered in the sessions. A copy of the policy is available to all Employees.
- 28.10 (a) The Employer and Union agree that workplace violence shall be defined in accordance with the *OHSA*, as amended, as follows:
- (i) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
  - (ii) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and

- 
- (iii) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.
  - (b) The Employer, Union and Employees agree that violent behaviour in the workplace is unacceptable from anyone and will not be condoned. An Employee who believes they have been subjected to workplace violence shall report this to a Supervisor who will make every reasonable effort to rectify the situation.
  - (c) The Employer has in place a policy and program aimed at protecting against violence in the workplace. This policy and program address the prevention of violence and the management of violent situation and support to Employees who have faced workplace violence. These policies and procedures have been communicated to all Employees. A copy has been provided to the applicable JHSC.
  - (d) The Employer will report all incidents of workplace violence as defined herein to the applicable JHSC for Review.

## **ARTICLE 29 - EMPLOYEE BENEFITS**

- 29.01 The Employer agrees to continue to provide the current benefit package to eligible bargaining unit employees, as applicable.
- The benefit package is as described in the applicable plan(s), as amended from time to time.
- The Employer will continue to pay premiums, if applicable, as in place as of the date of ratification.
- 29.02 Notwithstanding Article 29.01, the Employer reserves the right to change carriers without consultation with the bargaining unit as long as the benefits stay relatively equal or become better than the affected Employee's existing plan.
- 29.03 The Employer's liability is limited to paying its portion of the premiums. Any dispute over entitlement to or payment of the benefits under such plan or policy shall be between the Employee and the insurer concerned.

## **ARTICLE 30 - TECHNOLOGICAL CHANGE**

- 30.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of Employees within the bargaining unit.
- 30.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of Employees and to consider practical ways and means of minimizing the adverse effect, if any, upon Employees concerned.
- 30.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.

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

**ARTICLE 31 - DURATION OF COLLECTIVE AGREEMENT**

31.01 This Agreement shall have a term of April 1, 2023 to March 31, 2026 and shall continue to be in effect for one (1) year thereafter unless either party gives written notice to the other party of its intention to enter into negotiations for the purpose of amending, revising or terminating this Agreement. Such notices shall be given within a period of no more than ninety (90) days nor less than thirty (30) days prior to the date of termination of this Agreement and failing the same, this Agreement shall continue for one (1) further year.

**ARTICLE 32 - GENDER REFERENCE**

32.01 It is understood and agreed that the pronouns used in the Collective Agreement will be gender inclusive and that where the feminine or masculine pronoun is used, so too shall the provision apply to an Employee identifying as gender non-binary.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

**RECONNECT COMMUNITY HEALTH SERVICES**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3358-01**

DocuSigned by:  
*Chantal Medeiros-Mota*  
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Signed by:  
*Darisa*  
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DocuSigned by:  
*Rishika Williams*  
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DocuSigned by:  
*[Signature]*  
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Signed by:  
*Francesco Sjinardo*  
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DocuSigned by:  
*Debra Joseph*  
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DocuSigned by:  
*Francis Okaegbue*  
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**SCHEDULE "A" SALARY RANGE**

**Effective Upon Ratification**

**This Wage Grid is Inclusive of Pay Equity up to the date of Ratification**

**\*Annual salary is based on 1820 Hours\***

**Special Grade (i):**

**Personal Support Worker**

	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$18.23	\$33,173.87	\$18.59	\$33,837.35
A - After 6 Months	\$19.66	\$35,772.83	\$20.05	\$36,488.28

*Rates apply to training, meeting, travel hours, statutory holidays not worked and vacation, lieu, discretionary, sick entitlement.*

**Special Grade (iii)**

**Home Help Worker**

	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$19.38	\$35,271.60	\$19.77	\$35,977.03
A- After 6 months	\$19.64	\$35,735.70	\$20.03	\$36,450.41

**Grade 2:**

- ADS Kitchen Assistant**
- Chefmobile Driver**
- CM/SH Admin Assistant**
- Community Development Assistant**
- Driver**
- Meals on Wheels Dispatcher**
- MOW/ET Assistant**
- Receptionist**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$19.11	\$34,788.94	\$19.50	\$35,484.71
A - after 6 months	\$19.48	\$35,457.24	\$19.87	\$36,166.38
*B - 18 months from date of hire	\$19.89	\$36,199.80	\$20.29	\$36,923.80
*C - 30 months from date of hire	\$20.25	\$36,849.54	\$20.65	\$37,586.53
*D - 42 months from date of hire	\$20.66	\$37,592.10	\$21.07	\$38,343.94

**Grade 2A (ii):**

**ADS Personal Care Worker**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$21.81	\$39,689.83	\$22.24	\$40,483.63
A - after 6 months	\$21.81	\$39,689.83	\$22.24	\$40,483.63
*B - 18 months from date of hire	\$21.81	\$39,689.83	\$22.24	\$40,483.63
*C - 30 months from date of hire	\$21.81	\$39,689.83	\$22.24	\$40,483.63
*D - 42 months from date of hire	\$21.81	\$39,689.83	\$22.24	\$40,483.63

*Rates apply to worked hours and statutory hours worked.*

**Grade 3:**

**Programs Administrative  
Assistant**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$20.70	\$37,666.36	\$21.11	\$38,419.68
A - after 6 months	\$21.09	\$38,390.35	\$21.52	\$39,158.16
*B - 18 months from date of hire	\$21.50	\$39,132.91	\$21.93	\$39,915.57
*C - 30 months from date of hire	\$21.94	\$39,931.16	\$22.38	\$40,729.79
*D - 42 months from date of hire	\$22.36	\$40,692.29	\$22.81	\$41,506.13

**Grade 3A (i):**

**Personal Support Worker Team Lead**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$20.33	\$36,998.05	\$20.74	\$37,738.01
A - after 6 months	\$20.72	\$37,703.48	\$21.13	\$38,457.55
*B - 18 months from date of hire	\$21.12	\$38,446.04	\$21.55	\$39,214.96
*C - 30 months from date of hire	\$21.54	\$39,207.17	\$21.97	\$39,991.31
*D - 42 months from date of hire	\$21.96	\$39,968.29	\$22.40	\$40,767.66

*Rates apply to training, meeting, travel hours, statutory holidays not worked and vacation, lieu, discretionary sick entitlement.*

**Grade 3A (ii):**

**Personal Support Worker Team Lead**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$21.91	\$39,875.47	\$22.35	\$40,672.98
A - after 6 months	\$22.30	\$40,580.90	\$22.74	\$41,392.52
*B - 18 months from date of hire	\$22.71	\$41,323.46	\$23.16	\$42,149.93
*C - 30 months from date of hire	\$23.10	\$42,047.46	\$23.57	\$42,888.41
*D - 42 months from date of hire	\$23.53	\$42,827.15	\$24.00	\$43,683.69

***Rates apply to worked hours and statutory hours worked.***

**Grade 4:**

**Adult Day Services Kitchen Lead  
Adult Day Services Program  
Worker  
Community Development  
Worker  
Exercise Facilitator**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$22.30	\$40,580.90	\$22.74	\$41,392.52
A - after 6 months	\$22.67	\$41,267.77	\$23.13	\$42,093.13
*B - 18 months from date of hire	\$23.04	\$41,936.08	\$23.50	\$42,774.80
*C - 30 months from date of hire	\$23.40	\$42,585.82	\$23.87	\$43,437.53
*D - 42 months from date of hire	\$23.83	\$43,365.50	\$24.30	\$44,232.81
*E - 54 months from date of hire	\$24.20	\$44,052.37	\$24.69	\$44,933.42

**Grade 5:**

**Adult Day Services Coordinator  
Coordinator of Volunteers  
Food Services Coordinator  
Home Support Coordinator  
Meals on Wheels Coordinator  
Transportation Coordinator**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$23.61	\$42,975.66	\$21.20	\$38,584.00
A - after 6 months	\$24.20	\$44,052.37	\$21.76	\$39,603.20
*B - 18 months from date of hire	\$24.77	\$45,073.39	\$22.30	\$40,586.00
*C - 30 months from date of hire	\$25.36	\$46,150.10	\$22.87	\$41,623.40
*D - 42 months from date of hire	\$25.97	\$47,263.94	\$23.46	\$42,697.20
*E - 54 months from date of hire	\$26.62	\$48,452.04	\$24.09	\$43,843.80

**Grade 6:**

**Health and Wellness Coordinator  
Intake Worker**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$25.65	\$46,688.46	\$26.17	\$47,622.23
A - after 6 months	\$26.31	\$47,876.56	\$26.83	\$48,834.09
*B - 18 months from date of hire	\$26.94	\$49,027.52	\$27.48	\$50,008.07
*C - 30 months from date of hire	\$27.58	\$50,197.06	\$28.13	\$51,201.00
*D - 42 months from date of hire	\$28.24	\$51,403.72	\$28.81	\$52,431.79
*E - 54 months from date of hire	\$28.93	\$52,647.50	\$29.51	\$53,700.45

**Grade 7:**

**Case Worker**

35 hours per week Annual (1820)	Effective April 1, 2024		Effective April 1, 2025	
	Hourly	Annual	Hourly	Annual
Probationary	\$26.89	\$48,934.70	\$27.20	\$49,498.90
A - after 6 months	\$27.60	\$50,234.18	\$27.91	\$50,798.38
*B - 18 months from date of hire	\$28.34	\$51,570.79	\$28.65	\$52,134.99
*C - 30 months from date of hire	\$29.10	\$52,963.09	\$29.41	\$53,527.29
*D - 42 months from date of hire	\$29.89	\$54,392.52	\$30.20	\$54,956.72
*E - 54 months from date of hire	\$30.69	\$55,859.08	\$31.00	\$56,423.28

2% wage increase effective April 1, 2024.  
2% wage increase effective April 1, 2025.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

**RECONNECT COMMUNITY HEALTH SERVICES**

DocuSigned by:  
Chantal Medeiros-Mota

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DocuSigned by:  
Kishika Williams

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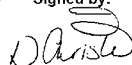
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Francesco Sjinardo

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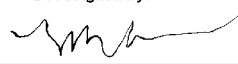
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**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3358-01**

Signed by:  


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DocuSigned by:  


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DocuSigned by:  
Debra Joseph

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DocuSigned by:  
Francis Obaejue

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# LETTER OF UNDERSTANDING

## Re: Use of Volunteers

**between**  
**RECONNECT COMMUNITY HEALTH SERVICES**  
**and**  
**CUPE and its LOCAL 3358**

The Employer and Union value the contributions of volunteers towards the goals of the Employer and agree that volunteers will not cause any reduction in hours to regular full-time Employees.

Where the funding for a function is cut and it is necessary to lay Employees off, the Employer will consult with the Union to consider options.

If options to continue the employment of the affected Employees have been exhausted, then the option of using volunteers to fill the function may be considered.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

### RECONNECT COMMUNITY HEALTH SERVICES

DocuSigned by:  
*Chantal Medeiros-Mota*  
DocuSigned by:  
*Rishika Williams*  
DocuSigned by:  
*Francesco Sijinaro*

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3358-01

Signed by:  
*Dante*  
DocuSigned by:  
*[Signature]*  
DocuSigned by:  
*Debra Joseph*  
DocuSigned by:  
*Francis Ohaegbue*

# LETTER OF UNDERSTANDING

**Re: MSPP Committee**

between

RECONNECT COMMUNITY HEALTH SERVICES

and

CUPE and its LOCAL 3358

Upon receiving the written request from the Union, a committee will be established consisting of two (2) Employer representatives and two (2) bargaining unit Employees whose purpose will be to investigate the CUPE/SEIU Multi-Sector Pension Plan (MSPP).

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

## RECONNECT COMMUNITY HEALTH SERVICES

DocuSigned by:  
Chantal Medeiros-Mota

DocuSigned by: 71...

Rishika Williams

DocuSigned by: PP0040B...

Francesco Sjinardo

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## CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3358-01

Signed by:

DocuSigned by: 43E...

DocuSigned by: CUPE...

Debra Joseph

DocuSigned by: 4FE...

Francis Ohaegbue

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# LETTER OF UNDERSTANDING

**Re: RRSP**

**between**

**RECONNECT COMMUNITY HEALTH SERVICES**

**and**

**CUPE and its LOCAL 3358**

Notwithstanding Article 26.01, the following Employees for whom the Employer contributed five percent (5%) to a Group Registered Retirement Savings Plan or individual Registered Retirement Savings Plan ("RRSP"), as applicable, as of March 31, 2024, the Employer will continue to make such contribution and these Employees will continue their five percent (5%) match, as long as the affected Employees remain actively employed with the Employer until the expiry of this Collective Agreement:

- Arbow, Fadumo
- Brown, Joyce
- Browning, Laura
- Carnovale, Vincent
- Connelly, Ishwardai

Other than the Employees referenced above, certain other Employees were historically required to contribute an RRSP in order to receive the Employer match. Effective ratification of this Collective Agreement, these Employees will no longer be required to make a contribution in order for the Employer to contribute to the RRSP pursuant to Article 26.01. Employees who wish to make a personal contribution to the Group RRSP or individual RRSP, as applicable, must provide the Employer with written notice of their intention to do so and complete the RRSP form as provided by the Employer within thirty (30) days of ratification of this Collective Agreement. If the Employer is not in receipt of an Employee's written notification and completed RRSP form as set out in this paragraph within thirty (30) days of ratification of the Collective Agreement, the Employee's contribution will cease.

This letter of understanding shall expire on the expiration date of the current Collective Agreement.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

**RECONNECT COMMUNITY HEALTH SERVICES**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3358-01**

DocuSigned by:  
*Chantal Medeiros-Mota*

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DocuSigned by:  
*Kishika Williams*

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DocuSigned by:  
*Francesco Sijinarado*

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DocuSigned by:  
*Debra Joseph*

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DocuSigned by:  
*Francis Ohaegbue*

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# LETTER OF UNDERSTANDING

## Re: Premium Pay

**between**  
**RECONNECT COMMUNITY HEALTH SERVICES**  
**and**  
**CUPE and its LOCAL 3358**

During the recently concluded Collective Agreement negotiations, the Union and the Employer discussed the issue of premium pay.

In these discussions, the Employer agreed that over the next fiscal year it would consider the feasibility of premium pay for certain hours of work.

The parties shall meet in early 2025 to discuss the Employer’s findings, upon receiving the Union’s written request for such a meeting.

This letter of understanding shall expire on the expiration date of the current Collective Agreement.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

### RECONNECT COMMUNITY HEALTH SERVICES

DocuSigned by:  
Chantal Medeiros-Mota  
DocuSigned by:  
Rishika Williams  
DocuSigned by:  
Francesco Sjinardo

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3358-01

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DocuSigned by:  
Debra Joseph  
DocuSigned by:  
Francis Obengye

# LETTER OF UNDERSTANDING

## Re: Harmonization

**between**  
**RECONNECT COMMUNITY HEALTH SERVICES**  
**and**  
**CUPE and its LOCAL 3358**

Through the term of this Collective Agreement the Employer will attempt the harmonization of benefit plans. Any change to benefit plans will be in accordance with Article 29.02 of the Collective Agreement.

Through the term of this Collective Agreement, the Employer will attempt to harmonize pay periods so that the direct pay date is the same for all bargaining unit Employees.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

### RECONNECT COMMUNITY HEALTH SERVICES

DocuSigned by:  
Chantal Medeiros-Mota  
DocuSigned by:  
Rishika Williams  
Signed by: F0043D  
Francesco Sjinardo  
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### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3358-01

Signed by:  
D. Aristo  
DocuSigned by: 3E...  
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DocuSigned by: CU...  
Debra Joseph  
DocuSigned by: FE...  
Francis Ohaegbue  
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# LETTER OF UNDERSTANDING

## Re: Enhanced vs. Non-Enhanced

**between**  
**RECONNECT COMMUNITY HEALTH SERVICES**  
**and**  
**CUPE and its LOCAL 3358**

The Employer received feedback from the bargaining unit members that many staff wish to have more consistent hours of work.

In response to that feedback, the Employer implemented an enhanced program for Personal Support Workers ("PSWs") consisting of a schedule based on seventy (70) hours of work over a two (2) week period, in accordance with Article 17.01.

Therefore, the parties agree as follows:

- "enhanced" is a term used to refer to PSWs who have been hired to and/or have committed to work seventy (70) hours over a two (2) week period; and
- "non-enhanced" refers to PSWs who work less than seventy (70) hours over a two (2) week period.

The reference to "enhanced" or "non-enhanced" does not impact an Employee's status as part-time or full-time under the CBA, as defined in Article 2.06.

The availability and offer of the enhanced program is at the discretion of the Employer and may be amended, expanded or discontinued at any time.

**SIGNED AT** Toronto, **ONTARIO THIS** 16th **DAY OF** September, **2024.**

### RECONNECT COMMUNITY HEALTH SERVICES

DocuSigned by:  
Chantal Medeiros-Mota  
DocuSigned by:  
Rishika Williams  
DocuSigned by:  
Francesco Sjinardo

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3358-01

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Debra Joseph  
DocuSigned by:  
Francis Ohaegbue