

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNITY SOCIAL PLANNING
COUNCIL OF TORONTO**
(Hereinafter referred to as the “EMPLOYER” or
“SOCIAL PLANNING TORONTO” or “SPT”)

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES
AND ITS LOCAL 1777**
(Hereinafter referred to as the “UNION”)

TERM

**January 1, 2023
~ to ~
December 31, 2025**

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	1
ARTICLE 3 – RECOGNITION	2
ARTICLE 4 – NO DISCRIMINATION	3
ARTICLE 5 – UNION SECURITY.....	4
ARTICLE 6– LABOUR-MANAGEMENT RELATIONS	5
ARTICLE 7 – NO STRIKES/NO LOCKOUTS.....	6
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE 9 – DISCIPLINE AND DISCHARGE	10
ARTICLE 10 – PERSONNEL FILES AND PERFORMANCE APPRAISALS	10
ARTICLE 11 – SENIORITY	11
ARTICLE 12 – PROMOTIONS AND STAFF CHANGES.....	12
ARTICLE 13 – PROBATION.....	13
ARTICLE 14 – LAYOFF AND RECALL.....	14
ARTICLE 15 – HOURS OF WORK AND OVERTIME.....	15
ARTICLE 16 – HOLIDAYS.....	18
ARTICLE 17 – VACATIONS	19
ARTICLE 18 – SICK LEAVE.....	21
ARTICLE 19 – LEAVES OF ABSENCE	22
ARTICLE 20 – PAYMENT OF SALARIES.....	26
ARTICLE 21 – EXPENSE REIMBURSEMENT	27
ARTICLE 22 – PENSION AND BENEFITS.....	28

ARTICLE 23 – JOB CLASSIFICATIONS.....	32
ARTICLE 24 – TECHNOLOGICAL CHANGE	32
ARTICLE 25 – HEALTH AND SAFETY	33
ARTICLE 26 – WORKERS COMPENSATION.....	33
ARTICLE 27 – OTHER CONDITIONS	34
ARTICLE 28 – EMERGENCIES, CRISIS & PANDEMICS	35
ARTICLE 29 – PROFESSIONAL DEVELOPMENT.....	38
ARTICLE 30 – EMPLOYMENT STANDARDS ACT OF ONTARIO	39
ARTICLE 31 – WORKLOAD.....	39
ARTICLE 32 – DURATION	40
SALARY SCHEDULE - (EFFECTIVE JANUARY 1, 2023 - 3% WAGE INCREASE)	41
SALARY SCHEDULE - (EFFECTIVE JANUARY 1, 2024 - 2.5% WAGE INCREASE)	42
SALARY SCHEDULE - (EFFECTIVE JANUARY 1, 2025 - 2.25% WAGE INCREASE)	43
LETTER OF UNDERSTANDING	44
RE: JOINT PAY EQUITY PLAN.....	44
LETTER OF UNDERSTANDING	45
RE: WAGE REVIEW COMMITTEE.....	45
LETTER OF UNDERSTANDING	46
RE: RETURN TO WORK PROGRAM	46

ARTICLE 1 – PREAMBLE

1.01 Whereas the Community Social Planning Council of Toronto is a non-profit organization working to bring about constructive social change and depending for its continuing operation on the goodwill and financial support of the public; and

Whereas employees of SPT have as their aim the fulfillment of this purpose in their work; and

Whereas it is the desire of both parties to this Agreement:

- (a) To maintain and improve conditions of employment and the harmonious relations between SPT and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services;
- (c) To encourage efficiency in operation;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the exclusive function of the Employer to:

- (a) Hire, discharge, classify, transfer, promote, demote and suspend any employee, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee had been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided;
- (b) Generally to exercise the regular and customary function of management and to direct the working forces of SPT

- 2.02** SPT agrees that it will not exercise the foregoing functions set out in Article 2.01 in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3 – RECOGNITION

- 3.01** SPT recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for, and this Agreement shall apply to all full-time and part-time employees of the Employer in the City of Toronto save and except the Executive Director, the Financial Manager, Director of Operations, Director of Research and Director of Community Engagement.

- 3.02** Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, if such work causes employees in the bargaining unit to be laid off or terminated.

Persons who are performing mandatory work for welfare or on programs such as the “Investing in Neighbourhood Program” shall not work on any jobs, that are included in the bargaining unit.

SPT will provide the Union with a list of its volunteers, casual workers and contract workers and the nature of the work by such individuals as soon as possible upon ratification of the Agreement and shall continue to provide such information upon request.

SPT is committed to making efforts to have bargaining unit work performed by bargaining unit members.

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

3.04 Contract Employees

- (a) Contract employees may be hired for a specific term not to exceed two (2) years to work on a special project, or to replace an employee who will be on approved leave of absence, absence due to W.S.I.B. disability, sick leave, or long term disability. SPT will inform the Union in writing of the circumstances giving rise to the contract position in advance of posting.
- (b) Where a contract employee is filling in for an absent employee, the period of employment of such person shall not exceed the absentee's leave.
- (c) Contract employees shall be entitled to all rights and privileges

under this Agreement, except Article 14.03, (Layoff and Recall), Article 19.03 (Education Leave), Article 19.04 (Pregnancy and Parental Leave), Article 19.07 (Deferred Sabbatical Leave) and Article 27.03 (Job Sharing).

- (d) Upon completion of probation, contract employees may exercise their seniority for the purposes of internal job postings, and will retain seniority for such purpose for three (3) months following the end of their contract. In the event that a contract employee is awarded a new position prior to the completion of a special project, their appointment to the new position may be delayed until such time as provisions for completion of the project are made.

3.05 No individual employee or group of employees shall undertake to represent the Union at meetings with SPT without proper authorization of the Union. In order that this may be carried out, the Union will supply SPT with names of its Officers.

3.06 No employee shall be required or permitted to make a written or verbal agreement with SPT or its representative(s), which may conflict with the terms of this Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 SPT agrees there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity, marital status, disability, place of residence, garnishees nor by reason of the employee's membership or activity in the Union.

4.02 All references to "spouse" in this Collective Agreement and any benefits flowing from it shall include common-law and/or same sex partner. For the purposes of this Agreement, "spouse" as applied to common-law or same sex partner shall be defined as a person cohabiting with an employee for at least twelve (12) consecutive months. For the purposes of this Agreement, a "family" member is a loved one of the employee, and shall include but is not limited to spouses, a parent, step-parent or foster parent of the employee or the employee's spouse, a child, step-child or foster child of the employee or the employee's spouse flowing from common-law and/or same sex relationships and/or children for whom the employee is the legal guardian, a grandparent or step-grandparent of the employee or the employee's spouse, a grandchild or

step-grandchild of the employee or the employee's spouse, a spouse of a child of the employee, a brother or sister of the employee or a relative of the employee who is dependent on the employee for care or assistance.

4.03 In this Agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.

ARTICLE 5 – UNION SECURITY

5.01 a) All employees covered by this Agreement, shall be required to pay dues.

b) Any employee hired for a bargaining unit position has the right to apply to be a member of the Union.

5.02 SPT agrees to deduct the dues prescribed in writing by the Union from each payroll from all employees, and to remit these to the National Secretary-Treasurer by the fifteenth (15th) day of the following month, with a list of full-time and part-time unionized employees, the gross wages earned and dues deducted during the month, with a copy to the Local Secretary-Treasurer.

5.03 SPT will at the time of making each remittance also supply the Local Union with a statement showing names, addresses, phone numbers, and classifications of employees within the bargaining unit.

The statement will also indicate hirings, transfers, promotions, lay-offs, recalls, resignations, retirements, deaths and terminations of employment.

5.04 At the same time that Income Tax (T-4) slips are made available, SPT shall, subject to any Canada Revenue Agency procedure which would prevent this being done, including the amount of union dues paid by each employee in the previous year.

5.05 SPT will provide bulletin boards for the posting of bulletins and Union notices. Union notices will be signed by a Union official and copies forwarded to the Executive Director of SPT.

ARTICLE 6– LABOUR-MANAGEMENT RELATIONS

6.01 All correspondence from SPT to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of the Union, copied to the National Representative. The Union shall inform SPT in writing of the name of the Recording Secretary, the name of the National Representative and of any changes from time to time.

6.02 SPT shall supply to the Union in writing within fifteen (15) working days from the time of commencement of employment with the names of all newly hired employees covered by this Agreement, and agrees to inform the Union within five (5) working days in writing of any change in the employment status of any employee covered by this Agreement.

6.03 Labour-Management Committee

- (a) The Union and SPT shall each name two (2) representatives to a Labour-Management Committee which shall be convened at least once every three (3) months or within five (5) days after a written request by either party. Where a meeting is requested by one of the parties, the request shall include a proposed agenda. Such meetings shall be scheduled during the Agency's regular business hours in the months of February, May, September and December. Such meetings may be cancelled if mutually agreed to by the Union and Management prior to the meeting date.
- (b) The Committee shall concern itself with exploring issues of mutual interest affecting personnel policies or practices or other matters relating to employer-employee relationships. The chairing and minute taking of meetings shall rotate between Union and Management. Minutes shall be typed and sent to each of the parties within five (5) days of the meeting.
- (c) In-service training shall be a standing agenda item for discussion at Labour-Management Committee meetings.
- (d) An employee shall have an opportunity to attend training related to their position and attendance at such training shall be considered work time and paid at the employee's applicable rate.

6.04 Stewards

- (a) The Union shall elect or appoint two (2) Stewards, one of whom it shall designate as Lead Steward.
- (b) The Union shall notify SPT in writing of the names of the Stewards and will inform SPT within ten (10) days thereafter of any change in

the list of Stewards. SPT shall not be obliged to recognize any Steward unless SPT has been properly informed of the appointment or election.

6.05 Grievance Committee

SPT agrees to recognize a Union Grievance Committee comprised of two (2) Stewards and one (1) Executive Officer of the Union and the names of these individuals shall be supplied by the Union to SPT.

6.06 Union Officers, Stewards and committee members shall be permitted to leave their work during working hours in order to carry out their functions under this agreement, for the purposes of the investigation and processing of grievances, attendance at meetings with SPT and participation in negotiations, Orientation for New Employees or Joint Job Evaluation. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld. There shall be no loss of pay or benefits for time spent in performing such union duties during regular working hours. It is agreed that meetings for the above purposes will normally be scheduled during the Agency's regular business hours.

6.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with SPT. Such representatives shall have reasonable access to SPT's premises, upon prior notice by the Local Union, in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 7 – NO STRIKES/NO LOCKOUTS

7.01 SPT undertakes that there shall be no lockout, as defined in the Labour Relations Act, during the term of this Agreement.

7.02 The Union undertakes that there shall be no strike, as defined in the Labour Relations Act, during the term of this Agreement.

ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Should a dispute arise between the parties regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether or not a matter is arbitrable, or should an allegation be made that this Agreement has been violated in any way, an earnest effort shall be made to settle the dispute in the following manner.

8.02 Complaint Stage

If an employee has a complaint, it shall be discussed with their immediate supervisor within ten (10) working days after the circumstances giving rise to the complaint or ought to have reasonably come to the attention of the employee. An employee presenting a complaint to the supervisor may be accompanied by a steward.

Attempts at such informal settlement of complaints shall not exceed five (5) working days. In the event the complaint is not resolved, the following steps of the Grievance Procedure may be invoked.

8.03 Step One

Failing settlement of the complaint, the Union may submit the grievance in writing to the Executive Director (or designate) within ten (10) working days of the last day of the complaint stage. The grievance shall be in writing on a grievance form and shall contain the nature of the grievance, including the Articles of the Collective Agreement alleged to have been violated, and the remedy sought. A meeting will be held within ten (10) working days of submission of the grievance between the Executive Director (or designate) and the Union. The Executive Director (or designate) shall deliver the response in writing to the Union within ten (10) working days of the date of the meeting.

8.04 Mediation Procedure:

Failing to reach a satisfactory settlement at Step 1 of the Grievance Procedure and prior to arbitration, the Parties may refer the grievance to mediation. The Party seeking mediation must inform the other Party in writing within twenty (20) working days of receipt of the written response at Step 1, that they wish to exercise the option of proceeding to a mediated settlement.

- (a) Within ten (10) working days of this notice, the Parties shall develop a list of five grievance mediators that will act on a rotating basis.
- (b) The mediation session will be attended by the grievor(s), 2 union representatives and 2 management representatives, that are familiar with the content of the grievance and have authority to enact a resolution.
- (c) Once the parties have agreed in writing to mediate a grievance, the selection of a mediator shall commence within sixty (60) calendar days.
- (d) Concessions, discussion or offers to settle the grievance, which occur during the mediation process, will not prejudice either party

at arbitration should the matter not be resolved nor shall it be raised, discussed or relied upon at Arbitration.

- (e) Both parties shall agree to the location where the mediation session will be conducted.
- (f) Authorized attendance at the mediation session shall be without loss of regular pay, seniority or benefits.
- (g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.
- (h) The fees and expenses of the Mediator and any other common expenses shall be shared equally by both parties.
- (i) The Mediator shall not act as the Arbitrator.

8.05 Group Grievance

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all employees sign a written grievance at Step 1. Such a grievance shall then be processed within the framework of the grievance procedure.

8.06 Policy Grievance

A complaint or grievance arising directly between SPT and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 1 within twenty (20) working days after the circumstances giving rise to the complaint or grievance have occurred, or the date SPT or the Union ought reasonably to have become aware of such circumstances.

8.07 Arbitration Procedure

- (a) When either party requests that any matter be submitted to arbitration, the request shall be in writing and shall contain the name of the party's nominee to the Board of Arbitration. The request must be made within twenty (20) working days of the decision at Step 1 of the grievance procedure. The recipient of the notice shall, within ten (10) working days thereafter, advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration. The two nominees shall select a third nominee to act as an impartial Chairperson of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairperson within ten (10) working days of their appointment, then either party may request the office of the Ministry of Labour to appoint the third member and Chairperson of the Board of Arbitration.

- (b) The parties may agree to use a sole arbitrator and the provisions of this article shall then apply with any appropriate revisions.
- (c) The cost of the services will be shared equally by the Union and SPT.
- (d) Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own nominee and one half (1/2) of the expenses and fees of the Chairperson.
- (e) The decision of the majority and, where there is no majority the decision of the chairperson, shall be final and binding on both parties, subject to the right to proceed to judicial review.
- (f) The Board shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify or amend any part of this agreement.

8.08 General

- (a) The time limits fixed in the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.
- (b) At any formal stage of the grievance or arbitration procedure, the grievor(s) concerned may be present and the parties may have the assistance of any other witnesses, and all reasonable arrangements shall be made to permit the conferring parties or the arbitrator to have access to any part of SPT's premises to view any working conditions that may be relevant to the settlement of the grievance.

8.09 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in the former position without loss of pay, benefits or seniority, or receive such other arrangement as is just and equitable in the opinion of the parties or in the opinion of an Arbitrator, if such matter is referred to arbitration.

8.10 Grievances concerning discipline, discharge, layoffs, transfers and recalls shall be initiated at Step One of the Grievance Procedure.

8.11 The termination of a contract employee at the end of his/her specific term of employment shall not be the subject of a grievance.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

- 9.01** No employee covered by this Agreement who has completed probation shall be disciplined in any manner or discharged except for just cause.
- 9.02** Such employee will have a Steward (or designate) present at any meeting, which relates to the conduct of such employee, which might result in disciplinary action. SPT shall advise the employee and the Union in advance of the meeting and no meeting shall take place until a Steward (or designate) is available.
- 9.03** Suspension or discharge may only be affected upon the authority of the Executive Director. Prior to the imposition of any disciplinary action, including suspension or discharge, an employee shall be given the reason(s) in writing, copied to the Union, at a meeting convened for such purpose.
- Where an employee is a danger to himself/herself or others, SPT will provide the reason(s) for any disciplinary action, including suspension or discharge, in writing within one (1) day of such action being taken, copied to the Union.
- 9.04** In the event an employee is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance commencing at Step 1 in accordance with Article 8.

ARTICLE 10 – PERSONNEL FILES AND PERFORMANCE APPRAISALS

- 10.01** An employee shall have the right to have access to and be allowed to review her/his personnel file in the presence of a senior Manager, upon request to the Executive Director. If the request cannot be met immediately, an appointment to review the file shall be made as soon as is practicable, but normally no later than two (2) working days from receipt of the request. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. An employee shall have the right to make copies of any material contained in her/his personnel file.
- 10.02** Any record of disciplinary action, including suspension, taken by SPT will not remain in an employee's personnel file more than twelve (12) months

from the date of such disciplinary action being taken, if no other incidents requiring discipline occur.

- 10.03** Performance appraisals will be completed on an annual basis. Standard forms will be used and these forms will be reviewed and revised as necessary, in consultation with the Labour-Management Committee. A form reflecting the input of both the employee and the supervisor will be signed by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

ARTICLE 11 – SENIORITY

- 11.01** For the purpose of this Agreement, seniority means length of service with SPT or any of its predecessor organizations, and SPT agrees to supply to the Union a seniority list once yearly, which shall include the date of hire and actual length of service (i.e., years and months).
- 11.02** (a) Probationary employees will not accrue seniority during their probationary period. Upon successful completion of the probationary period, seniority will date back to the employee's most recent date of hire.
- (b) An employee will not accrue seniority for any period of time in which the employee fills a position in SPT, which is excluded from the Bargaining Unit.
- 11.03** In the event of transfer, layoff or recall, seniority shall be the determining factor when the employee who claims his/her seniority has the qualifications, skill and ability to perform the normal requirements of the job.
- 11.04** Where awarding a position would result in promotion for one (1) of two (2) or more applicants, seniority will be the deciding factor where the qualifications, skill and ability to perform the normal requirements of the job are relatively equal.
- 11.05** If an employee is absent from work because of personal illness, accident or leave of absence authorized by SPT, the person shall not lose his/her seniority rights. However, an employee's seniority shall only be lost for any of the following reasons and he/she shall be deemed to be terminated:

- (i) Dismissal for just cause;
- (ii) Voluntary resignation;
- (iii) Layoff for twenty-four (24) consecutive months;
- (iv) Failure to report to SPT within the time specified in a recall notice unless unable to do so through personal illness or other valid reason;
- (v) Absence from work for five (5) consecutive working days without a valid reason.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

- 12.01** When a new bargaining unit position is created or when a vacancy occurs, SPT will post such position internally for at least one (1) working week.
- 12.02** The notice of the vacancy or new position shall reflect the existing job description as closely as possible, subject to the organization's evolving operational needs, and contain the following information: job description and to whom the application is made, qualifications, hours of work and wage or salary rate or range. Such qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.
- 12.03** No outside advertisement for any vacancy shall be placed until the applications of present bargaining unit employees have been processed. Any bargaining unit member who meets the required qualifications will be given an interview. If unsuccessful in their application, a bargaining unit employee shall be informed in writing as to the reason or reasons they were not awarded the position.
- 12.04** Applications for employment shall be made in writing and all hirings will be approved by the Executive Director and confirmed in writing. Such letters of confirmation shall state clearly the specific details of employment, such as starting date, job title and description, classification, salary range, and starting salary, check off of Union dues, and describe employee benefits. Copies of such letters of confirmation shall be given to the Union, and a copy of the Collective Agreement shall be given to all new employees.

ARTICLE 13 – PROBATION

13.01 Newly hired employees shall be on probation for a period of three (3) months, or sixty (60) days worked for part-time employees. During the probationary period, such employees shall be entitled to all rights and privileges of the Agreement.

13.02 During the probationary period, such employees will be given regular performance appraisals, and at the end of the period:

- (a) Will be confirmed in writing as a permanent or contract employee, as applicable;
- (b) Will have their probation extended for up two (2) months (or forty (40) days worked for part-time employees); or
- (c) Will be terminated, subject to his/her right to grieve on the basis of alleged discrimination.

The Union shall be copied in all cases, and shall be informed in writing of the reason(s) for any extension of probation.

It is understood that SPT has the right to terminate a probationary employee at any time during the probationary period, subject to the employee's right to grieve on the basis of alleged discrimination.

13.03 Under no circumstances will probation continue beyond five (5) months or one hundred (100) days worked in the case of part-time employees, from the date of commencement of employment. Where an employee's probationary status is extended, a further performance appraisal shall be completed prior to the expiry of the probationary period.

13.04 SPT will conduct an orientation program for all new employees, which shall include the nature of the work performed by SPT staff.

13.05 A newly promoted employee shall serve a trial period of two (2) months, during which time monthly performance appraisals will be completed. In the event the successful applicant proves unacceptable or unable to perform the duties of the new job or wishes to return to the former job, the person shall be returned to the former position at the previous wage or salary. Any other employee promoted or transferred as a result of the first promotion will then be returned to the former position and wage or salary.

13.06 Where a contract employee is awarded a permanent position and has previously successfully completed probation in that same or similar position, no further probationary period will apply.

ARTICLE 14 – LAYOFF AND RECALL

14.01 In the event of a proposed layoff, including a reduction in the regular hours of work of greater than twenty percent (20%) or the elimination of a position within the bargaining unit, SPT shall provide as much notice as is possible to the Union. Following such notice, SPT shall meet with the Union within ten (10) calendar days to discuss the reasons for such layoffs.

14.02 Unless legislation is more favourable to the employees, SPT will provide at least four (4) weeks' notice of lay-off to any bargaining unit employee who is to be laid-off. SPT will endeavour in all circumstances of layoff to provide additional written notice where possible.

14.03 An employee in receipt of a notice of layoff may, within ten (10) working days:

- (a) Elect to bump the most junior employee provided the employee exercising the right to bump has the skill, ability and qualifications to perform the normal requirements of the position in question, without training and shall be provided with ten (10) working days of orientation, or
- (b) Elect to accept layoff and maintain recall rights, subject to Article 11.05, or
- (c) Elect to accept layoff, relinquish recall rights and accept a separation allowance of one (1) week's salary for each year of employment.

14.04 An employee displaced in accordance with Article 14.03 shall be entitled to notice in accordance with Article 14.02.

Four (4) years service or less	Four (4) weeks' notice
Five (5) years service	Five (5) weeks' notice
Six (6) years service	Six (6) weeks' notice
Seven (7) years service	Seven (7) weeks' notice
Eight (8) years service	Eight (8) weeks' notice

Nine (9) years service	Nine (9) weeks' notice
Ten (10) or more years service	Ten (10) weeks' notice

- 14.05** Where a group plan permits, SPT will continue to pay the employee's share of the premiums for a period of six (6) months after which, payments to plans may be made by employees as long as they maintain recall rights.
- 14.06** Employees shall continue to accumulate seniority while on lay-off, subject to Article 11.05.
- 14.07** Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 14.08** Employees shall be recalled in order of their seniority providing the employee has the skill, ability and qualifications to perform the normal requirements of the job in question, without training, and shall be provided with ten (10) working days orientation according to the preference of the employee.
- The posting procedure shall not apply until the recall procedure is completed.
- 14.09** In determining the ability of an employee to perform the work for the purposes of this Article, SPT shall not act in an arbitrary or unreasonable manner.
- 14.10** Termination at the end of an agreed term of employment shall require no notice.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 Administrative Staff

- (a) The normal hours of work for administrative employees are 9:00 a.m. to 5:00 p.m. Administrative employees shall be permitted to work "flexible hours" of up to one (1) hour outside SPT's normal hours of work. Approval will not be unreasonably withheld and will

be subject to ensuring that SPT has adequate personnel on hand during its normal hours of work.

- (b) During the months of July and August, SPT shall establish a nine (9) week period to which summer working hours shall apply for administrative staff. Summer working hours means that SPT's normal hours of work will be 9:00 a.m. to 3:00 p.m. on Fridays during the months of July and August.
- (c) Administrative staff will not be scheduled for meetings on scheduled days off or outside of work hours as defined in pre submitted employee calendars / schedules or weekly work plans. It is understood that this also applies to sick days or emergency time off.
- (d) It is understood employees are not expected to respond to email, text or other communication on scheduled days off or outside of work hours as defined in pre submitted employee calendars. It is understood that this also applies to sick days or emergency time off.

15.02 Program Staff

- (a) Full-time Program Staff are expected to work thirty-five (35) hours per week. Part-time Program Staff are expected to work less than twenty-four (24) hours per week. Due to the nature of the work involved, working hours may be flexible, subject to the review and approval by the employee's supervisor.
- (b) Program staff will not be scheduled for meetings on scheduled days off or outside of work hours as defined in pre submitted employee calendars / schedules or weekly work plans. It is understood that this also applies to sick days or emergency time off.
- (c) It is understood employees are not expected to respond to email, text or other communication on scheduled days off or outside of work hours as defined in pre submitted employee calendars. It is understood that this also applies to sick days or emergency time off.

15.03 An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the morning and the afternoon and an unpaid one hour meal period during an eight (8) hour period.

15.04 Compensatory Time for Program Administrative Support and Program Staff

- (a) Compensatory time for a full-time employee is time worked in excess of thirty-five (35) hours in a week (exclusive of unpaid meal breaks). Compensatory time for a part-time employee is time worked in excess of the hours that are stipulated in the employee's work contract (exclusive of unpaid meal breaks). Compensatory time may be taken, and arrangements for such time off will be scheduled in consultation with the employee's supervisor.
- (b) An employee who works such compensatory time will not be paid for such additional work, but will receive the equivalent number of hours off with pay ("compensatory time off"), except when:
 - i. time worked by an administrative employee is in excess of forty-four (44) hours in a week; or
 - ii. time worked by a program employee is in excess of eighty-eight (88) hours over a two-week period.

Hours worked over and above the limits shall be credited at one and a half time (1.5 x).

- (c) Compensatory time may be banked up to a maximum of twelve (12) days per year. It is the responsibility of Management to review staff member workplans to ensure that workloads are manageable and that the need to accumulate compensatory time is kept to a minimum. Management may review staff workplans at any time. Staff will strive to use compensatory time within the year that it is accrued.
- (d) Compensatory time may be taken in conjunction with other leaves.
- (e) Scheduling of compensatory time off of five (5) consecutive days or more requires prior authorization of the employee's supervisor. Such permission will not be unreasonably withheld.
- (f) If an employee leaves his/her employment for any reason, such employee shall be entitled to a payout of accumulated compensatory time.
- (g) When an administrative employee works her/his regular hours on the day of the Annual General Meeting, she/he shall be entitled to compensatory time at the rate of time and one half, for hours worked at the AGM.

15.05 Overtime

- (a) Overtime work is not permitted by an employee without the express written approval of the Executive Director or designate. Overtime work, if and when approved by SPT, will be compensated at a rate of time and one-half (1½) times the employee's regular straight time hourly rate.
- (b) Overtime for an administrative employee is time worked in excess of forty-four (44) hours in a week.
- (c) Overtime for a program employee is time worked in excess of eighty-eight (88) hours over a two week period,

15.06 Part-time Employees

- (a) A part-time employee, which shall be defined as an employee regularly employed for less than twenty-four (24) hours per week, shall be entitled to all rights and privileges under this Agreement on a pro rata basis according to the hours normally worked in comparison to full-time hours, except where specified otherwise.
- (b) SPT will not hire positions between 24-35 hours except for special projects where it is required. In these cases, employees will be categorized as part-time.

15.07 In situations where SPT has made accommodations to allow full-time employees to work reduced hours for medical reasons, employees will be entitled to full health benefits and all other benefits (compensatory time, vacation, sick time and observance days) will be pro-rated accordingly.

15.08 In the event a full-time or part-time employee is required to work on a Saturday, Sunday or Statutory Holiday it is understood that "work time" includes travel to and from any location of work.

ARTICLE 16 – HOLIDAYS

16.01 a) Statutory Holidays

The following holidays, or any day proclaimed as a public holiday by the federal, provincial, or city government, shall be granted with pay to all employees.

New Year's Day
Family Day
Good Friday

National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day

Victoria Day
Canada Day
Civic Holiday
Labour Day

Christmas Eve Day
Christmas Day
Boxing Day
New Year's Eve Day

- b) **Personal Observance Days**
Five (5) personal observance days may be taken at any time during the calendar year with adequate notice provided to Management.
- c) **Employees who observe religious holidays other than those listed above are guaranteed time off to observe such holidays. At the discretion of the employee, this time shall be taken as personal observance days, as accumulated compensatory time, as vacation time, or as time off without pay, subject to providing adequate notice to Management.**

16.02 When a statutory holiday falls on a Saturday, SPT will observe the holiday on the Friday prior to the holiday unless the Friday is also a statutory holiday in which case the Saturday statutory holiday will be observed on the Monday following the holiday. When the statutory holiday falls on a Sunday, SPT will observe the holiday on the Monday following the holiday unless the Monday is also a statutory holiday in which case the Sunday statutory holiday will be observed on the Tuesday following the holiday.

16.03 Employees shall be granted a year-end paid holiday each year from December 27th to December 31st inclusive.

ARTICLE 17 – VACATIONS

17.01 Full-time employees shall be entitled to annual vacation with pay, on the following basis:

Up to one year (1) service - one and one-quarter (1¼) working days per month

Beginning January 1 following the anniversary date of hire the following applies:

One year (1) service	- seventeen (17) working days
Two years (2) service	- nineteen (19) working days
Three years (3) service	- twenty-one (21) working days
Four years (4) service	- twenty-three (23) working days
Five years (5) service	- twenty-five (25) working days

Six years (6) service	- twenty-six (26) working days
Seven years (7) service	- twenty-seven (27) working days
Eight years (8) service	- twenty-eight (28) working days
Nine years (9) service	- twenty-nine (29) working days
Ten years (10) service	- thirty (30) working days

Part-time employees will be entitled to vacation on a pro-rata basis.

- 17.02** Employees will be required to take vacation in the year in which it is earned. However, a request to carry over up to a maximum of five (5) working days of vacation into a subsequent year shall not be unreasonably denied.
- 17.03** Vacations must be authorized by the employee's immediate supervisor. Employees shall endeavour to submit a vacation schedule for the summer period (June – August) by April 30 and at least thirty (30) days prior to the proposed vacation at other times. Requests for vacation shall not be unreasonably denied. Where two (2) or more employees request the same vacation period by the stated deadline and the SPT cannot grant the requests at the same time due to operational requirements, the awarding of the vacation request will be based on seniority.
- 17.04** In computing vacations, a working day means a normal business day, Monday to Friday inclusive. When a statutory holiday falls within a vacation period, an extra day is added to the vacation period.
- 17.05** Should an employee be on sick leave or under WSIB benefits prior to a scheduled vacation period, and the illness extends into the vacation period, the employee will be considered to be on sick leave until returning to work and the vacation will be rescheduled.
- 17.06** Should an employee become ill during a vacation period, the period of illness shall be recorded, as sick leave and the vacation will be rescheduled. SPT may require a medical certificate confirming the employee's illness in accordance with Article 18.05.
- 17.07** Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19. The portion of the employee's vacation that is deemed to be bereavement leave will not be counted against the employee's vacation credits and will be rescheduled.
- 17.08** When the employment of an employee is terminated for any reason, the

employee shall be granted vacation pay in accordance with the above provisions.

Any vacation time taken in advance of being earned is considered time owed to SPT and the compensation for that time will be deducted from the employee's final pay.

ARTICLE 18 – SICK LEAVE

18.01 All employees shall be entitled to continuation of pay when absent because of illness or injury, or where no other than the employee can provide for the needs of a family member who is acutely ill or injured, subject to Article 18.02 and upon notification to their supervisor.

18.02 Sick leave entitlement for full-time employees shall accumulate at the rate of ten and a half (10.5) hours per month of completed service, including the probation period, from the date of employment up to a maximum of eight hundred and forty (840) hours (equivalent to one hundred and twenty [120] days).

Employees will be entitled to an additional seventy (70) hours (equivalent to ten [10] days) upon return from Long Term Disability (LTD). Sick leave entitlements for employees who are employed on a less than full-time basis will accumulate sick leave credits on a *pro rata* basis, such that accumulation of sick leave credits and the total accumulation of sick leave credits and the total credits that may be accumulated are based on the proportion of the full work week the employee is normally scheduled to work.

Accumulation of sick leave credits will cease in the following cases:

- a) Where an employee who is away from work due to illness or injury has used up all of their sick leave credits;
- b) Where an employee is on sick leave for more than thirty (30) consecutive days; and/or
- c) Where an employee is on a leave of absence whether provided for under this Agreement or the Employment Standards Act, including but not limited to, pregnancy and/or parental leave.

Unused sick leave credits will not be paid out upon cessation of employment, however caused.

18.03 It is understood that an employee may use sick leave days as mental

health days. It is further understood that employees may use sick leave hours for other medically related purposes including doctors and dentist appointments for the employee or other persons dependent on that employee.

- 18.04** Additional paid sick leave may be granted on compassionate grounds by the Executive Director. Any request will not be unreasonably denied.
- 18.05** (a) SPT may require, after an absence of more than three (3) working days, a medical certificate from a duly qualified medical practitioner verifying their sick leave is in accordance with Article 18.01. Where such certificate is required by SPT, SPT will pay the full cost of the certificate.
- (b) A medical certificate will indicate the date(s) of the employee or family member's illness or injury; that there was a need for the employee to be absent from work; the estimated time the employee was/will not be able to work and accommodation required for the employee's return to work.
- 18.06** When benefits under the Workplace Safety and Insurance Board apply, salary payments shall be adjusted so as to bring the total paid from both sources up to the regular salary level by deducting from the employee's sick leave bank. That portion of time covered by the WSIB benefits shall not be considered sick leave for purposes of calculating SPT sick leave benefits.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Compassionate and Bereavement Leave

- (a) All full-time employees shall be allowed up to three (3) working days with pay in a calendar year for compassionate reasons, including moving, and unexpected emergencies. This allowance is not cumulative.

Additional leave with pay may be granted at the discretion of the Executive Director. Requests for additional leave will not be unreasonably denied.

Probationary employees may be granted compassionate leave with pay at the discretion of the Executive Director. Requests for such leave will not be unreasonably denied.

- (b) Bereavement leave with pay shall be granted to an employee, upon request, for up to five (5) working days due to the death of a family

member. Requests for bereavement leave with pay in respect of persons who do not meet the definition of "family member" under Article 4.02 of the Collective Agreement may be granted at the discretion of the Executive Director. Such requests will not be unreasonably denied.

- (c) The total paid leave shall not exceed a total of ten (10) days in any given year unless granted at the discretion of the Executive Director.
- (d) Part-time employees will be granted compassionate, and bereavement leave on a *pro rata* basis.

19.02 Jury or Witness Duty

When an employee who would otherwise be at work is required to appear in court or before some similar adjudicative body for purposes of jury duty or as a subpoenaed witness, salary will be paid in full and any compensation for such duty up to the normal salary will be turned over to SPT. The Executive Director may require a letter of confirmation from a responsible official of the court, or other body.

19.03 Pregnancy and Parental Leaves

- (a) Whenever the word "parent" is used in this section of the Agreement in relation to pregnancy leave or parental leave, "parent" is deemed to include the birth parent, a person with whom a child is placed for adoption, a person who has been appointed legal guardian of a child in their care and a person who is in a permanent relationship with a parent of a child and who intends to treat the child as his or her own.
- (b) Pregnancy Leave: Provided a pregnant employee has at least thirteen (13) weeks of service, SPT shall grant such leave without pay, at the written request of the employee, up to a total maximum of seventeen (17) weeks, in accordance with the Employment Standards Act of Ontario. During such leave, seniority and service shall continue to accrue and SPT will continue to pay the cost of all benefits. In the case of part time employees SPT will continue to pay their share of the cost of all benefits, provided the employee continues to pay their share of the cost of the benefits.
- (c) The employee shall give written notification of their request for leave together with their expected date of return two (2) weeks prior to the commencement of the leave. At such time they shall also furnish SPT with their doctor's certificate as to pregnancy and expected date of delivery.
- (d) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written

notification received by SPT at least two (2) weeks in advance thereof.

- (e) Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former position, in the same location, and at the same rate of pay.
- (f) Parental Leave: Provided that an employee meets the definition of parent as defined under Article 19.03(a) and has at least thirteen (13) weeks service they shall qualify for parental leave. Parental leave without pay shall be granted at the written request of the employee for a period up to a maximum of sixty-one (61) weeks in the case of an employee who also took pregnancy leave or sixty-three (63) weeks in the case of an employee who did not also take a pregnancy leave, in accordance with the Employment Standards Act of Ontario. Such leave shall commence within thirty-five (35) weeks after the birth/adoption or after the child first comes into the custody or care of a parent.

During such leave, seniority for all purposes shall continue to accrue and SPT will continue to pay their share of the cost of benefits, provided the employee continues to pay their share of the cost of the benefits.

- (g) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of the leave and the expected date of return.
- (h) An employee who is an adoptive parent shall advise SPT as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (i) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (i) above by written notification received by SPT at least two (2) weeks in advance thereof.
- (j) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former position, in the same location, and at the same rate of pay.
- (k) Requests for additional unpaid leave of up to six (6) months under this clause shall not be unreasonably denied. Employees may continue to be covered by benefits plans, provided they pay the premium costs.

- (l) In addition to the period of unpaid leave(s) above, an employee is entitled to an additional two (2) weeks paid leave to be taken at the conclusion of any period of unpaid leave.

19.04 General Leave

SPT recognizes that on occasion special circumstances may arise such as research opportunities, family responsibilities, extended holiday or other reasons whereby an employee may request a leave of absence without pay. Such requests shall be submitted in writing and each request will be considered on the individual merits by the Executive Director in consultation with the immediate supervisor in light of the needs of SPT. Requests for such leave will not be unreasonably denied. An employee shall receive, upon request, written reasons for any refusal of the leave.

Any seniority, vacation and/or sick leave credits that have been accumulated as at the date of the commencement of the leave will be retained, but will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence.

19.05 Union Leave of Absence

- (a) Not more than two (2) employees will be absent at any time, except in the case of a meeting for the purpose of preparing bargaining proposals or Joint Job Evaluation for which the limit shall be three (3) employees;
- (b) An Employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, will be granted leave of absence, subject to Article 19.05(e);
- (c) An Employee elected or appointed to represent the Union at Union functions will be granted a leave of absence with pay and benefits and without loss of seniority, subject to Article 19.05 (e).
- (d) A written request from the Union must be made to SPT at least fifteen (15) working days prior to the anticipated start date of the Leave of Absence.
- (e) During all such Union leaves of absence, the employee's wages and benefits will be continued by SPT and the Union will reimburse SPT for all such wages and benefits paid to, or in respect of, the employee who is granted such leave. There will be no loss of seniority or service credits for the duration of such leave.

19.06 Deferred Sabbatical Leave

It is SPT policy to assist staff in taking advantage of educational and research opportunities that may arise, and in permitting leaves of absence relating to family responsibilities. Under this provision, staff are permitted the flexibility of being paid at eighty percent (80%) of salary, thereby deferring twenty percent (20%) of payment for future use.

After two (2) years employment with SPT, employees are entitled to take a paid sabbatical leave supported by their deferred earnings plus interest. Employees will notify the Executive Director in writing of their intention to take sabbatical leave six months prior to their proposed commencement of sabbatical. The maximum sabbatical leave to be taken at one time would be limited to one (1) year.

Employees on sabbatical leave are not eligible for salary increases negotiated between SPT and CUPE Local 1777, which apply to the period during which the sabbatical is taken, but will be implemented upon return from the sabbatical.

The investment of deferred salary will be administered by SPT at the discretion of the employee on an annual basis, and will be restricted to investments, which are insured by the CDIC.

19.07 Where a group plan permits, SPT will continue to pay the employee's share of the premiums for a period of six (6) months after which, payments to plans may be made by employees.

19.08 Unpaid Leave of Absence for Employee's Elected to Public Office

The employer may, subject to operational needs, grant an unpaid leave of absence, with no loss of seniority, to an Employee elected to Federal or Provincial Parliament or municipal council, or school board for the purpose of serving in the elected position. Such requests will not be unreasonably denied.

ARTICLE 20 – PAYMENT OF SALARIES

20.01 Employees shall be paid by payroll deposit on the Wednesday before the last Friday of the 2-week pay period in accordance with the Salary Schedule, attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions.

20.02 Employees shall be paid in advance, upon request, prior to leaving on vacation for those pay periods occurring during their absence.

20.03 When an employee temporarily performs the principal duties of a higher

paying position either inside or outside the bargaining unit, they shall receive the rate for the job. In the case of a lower paying position, they rate shall not be reduced.

SPT agrees that any vacancy expected to last more than thirty(30) days must be posted in accordance with Article 12.

- 20.04** When an employee acquires additional qualifications relevant to their position, they may request in writing a review of his/her placement on the salary grid. If the review is deemed unsuccessful the bargaining unit employee shall be informed in writing as to the reason or reasons why they were not awarded an increase on the salary grid. The decision will not be made in an arbitrary or discriminatory manner.

ARTICLE 21 – EXPENSE REIMBURSEMENT

- 21.01** Employees will be reimbursed for reasonable expenses incurred in carrying out SPT responsibilities.

- 21.02** Where attendance at a meeting results in expenses for meals, such meals will be reimbursed in accordance with the most recent Public Sector Directive (set in 2017 at ten dollars (\$10.00) for breakfast; twelve dollars, fifty cents (\$12.50) for lunch; and twenty-two dollars, fifty cents (\$22.50) for dinner). Should there be a predetermined charge in excess of any such amount, full reimbursement for the cost of meal(s) will be made, subject to prior approval.

- 21.03** Public transportation shall be used whenever it is reasonable to do so. Employees who utilize public transportation in the course of performing their duties shall be reimbursed for the actual cost of their trip(s). For clarity, employees are not entitled to reimbursement for the cost of commuting to and/or from their home and SPT's office(s). Employees shall receive the amount via direct deposit. When it is not reasonable an employee may, with pre- authorization, use a personal car for SPT business and in such cases the following will apply:

- (a) Parking fees;
- (b) Mileage allowance of ~~sixty-four cents~~ (0.64¢) per kilometre, including travel to and from an employee's home who works authorized overtime.
- (c) Fifty percent (50%) of the cost of a Adult TTC monthly pass / PRESTO monthly pass will be added to employees who do not receive payment equivalent to Adult TTC monthly pass / PRESTO monthly pass by expense cheque.

- 21.04** SPT will reimburse, at the hourly living wage rate, in accordance with the most recent calculations (set in 2023 at \$25.05 per hour by the Ontario Living Wage Network), for the cost of substitute child care when the employee works authorized compensatory time—or is required to work evenings or weekends.
- 21.05** When an employee is required by SPT to work more than two (2) hours beyond the employee’s scheduled hours in a day, a dinner reimbursement in accordance with the most recent rate set by the Public Sector Directive (set in 2020 at \$22.50) will be paid, when a meal is not provided.
- 21.06** When an employee is called into work or if regular work begins or concludes between 8 p.m. and 7 a.m., taxi service to and/or from the home of the employee shall be provided by SPT.
- 21.07** Program staff will be provided a mobile phone and plan. However, if the employee chooses to use their personal mobile phone, SPT contributes \$50.00 plus applicable taxes toward their monthly bill.

ARTICLE 22 – PENSION AND BENEFITS

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

- (a) “Plan” refers to the Multi-Sector Pension Plan (MSPP) as determined by the Union.

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

- i) The straight time component of hours worked on a holiday;
- ii) Holiday pay, for the hours not worked;
- iii) Vacation pay;
- iv) Paid sick leave; and
- v) Paid leaves of absence

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

“Eligible Employee” means full time and part time employees in the

bargaining unit who have completed five hundred (500) hours of service.

- (b) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to five per cent (5%) of Applicable Wages to the Plan. SPT shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.
- (c) The Employee and SPT contributions shall be remitted to the Plan by SPT within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, SPT shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

For further specificity, the items required for each eligible Employee by the above include:

i) To Be Provided Once Only At Plan Commencement

Date of Hire

Date of Birth
Date of First Contribution

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

ii) To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions

Employer portion of arrears owing due to error, or late
enrolment by the Employer

iii) To Be Provided Initially and As Status Changes

Full Address
Termination Date Where Applicable (MM/DD/YY)
Marital Status

- (f) In the event the Union determines the retirement vehicle to be a pension plan, the Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule B. The MSPP is the National Defined Benefit Pension Plan available to all employees of SPT.

22.02 SPT agrees to pay one hundred percent (100%) of the basic premium costs, exclusive of voluntary insurance, of the Group Life and AD&D Insurance and Long Term Disability Insurance Plan which are currently in effect. Each employee will be insured with respect to Long Term Disability for benefits equal to sixty-six and two-thirds percent (66⅔%) of monthly salary at the date of disability.

22.03 SPT agrees to pay one hundred percent (100%) of the premium costs for the group Dental Plan, which is currently in effect with an automatic adjustment each year to the most current O.D.A. Schedule of Fees.

22.04 SPT agrees to pay one hundred percent (100%) of the premium costs

for the group extended health care plan which is currently in effect.

22.05 SPT agrees to pay one hundred percent (100%) of the premium costs for the group vision care plan, which is currently in effect. This shall include the cost of annual eye exams. The parties agree to a maximum claim amount of five hundred and fifty (\$550) bi-annually plus the cost of the annual eye exam.

22.06 For each of the following benefits each part-time employee may elect:
a) if the employee elects to receive a cash payment, that amount will be included in the payroll as a taxable benefit.
b) if the employee elects to contribute the difference, the amount will be deducted through payroll.

(a) to receive a cash equivalent proportional to the amount of time worked, or (b) to contribute an amount of money equal to the difference between SPT's pro rata share and the full cost of the benefit:

Extended Health Care

Long Term Disability and Group Life Insurance

Pension (or equivalent).

22.07 SPT agrees to pay full employee benefits for pension, group insurance, long-term disability, dental, extended health care, and vision care plans for employees as long as they are receiving long term disability benefits pursuant to Article 22.02. In the case of part time employees SPT will continue to pay their share of the cost of pension, group insurance, long-term disability, dental, extended health care, and vision care plans for employees as long as they are receiving long term disability benefits provided the employee continues to pay their share of the cost of the benefits.

22.08 If the premium paid by SPT for any employee benefit is reduced as a result of any legislation, the amount of saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties. If there is not agreement between the parties, the matter shall be determined by submission to arbitration in accordance with this Agreement.

22.09 Annually, SPT shall provide each employee with a detailed Employee Benefit Statement which shall outline, in clear simple and concise terms, the benefits received and their costs, including sick leave, group life insurance, dental insurance, income maintenance, pension and all statutory benefits received by an employee.

22.10 SPT agrees to pay one hundred percent (100%) of the premium costs

for group acupuncture costs from a certified acupuncturist.

22.11 SPT agrees to pay one hundred percent (100%) of the premium costs for group orthotics costs capped at five hundred dollars (\$500) annually.

22.12 Health and Wellness

Upon receipt provided by the employee, the employer shall provide up to three hundred (\$300) dollars annually towards the cost of a wellness/fitness program or any other item required to promote a healthy lifestyle.

ARTICLE 23 – JOB CLASSIFICATIONS

23.01 Job descriptions for all bargaining unit positions shall be provided to the Union within thirty (30) days of ratification of this Agreement.

SPT and the Union agree to undertake a Labour-Management consultation for the purpose of revising existing or developing new job descriptions.

23.02 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the proposed job description at least thirty (30) calendar days in advance of SPT implementing such new or changed classification.

23.03 There shall be no changes to agreed salaries during the term of this Agreement. Where new positions are established, the salary for the new position shall compare fairly and reasonably with the salary for the existing positions. Salaries for new positions shall be determined in the first instance by the Executive Director and are subject to grievance on this issue of whether they compare fairly and reasonably with existing positions.

ARTICLE 24 – TECHNOLOGICAL CHANGE

24.01 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee(s) shall, where possible, perfect or acquire the skills necessitated by the new method by on-the-job training.

Where such on-the-job training is not feasible in the opinion of SPT, SPT

shall provide such affected employee(s) with the training reasonably necessary to perfect or acquire such skills, at no cost to the employee(s).

There shall be no reduction in wage or salary rates during any such training period of any employee and no reduction in pay if reclassified in a new position.

- 24.02** No permanent employee shall be laid off or have her/his hours reduced as a result of technological change.

ARTICLE 25 – HEALTH AND SAFETY

- 25.01** SPT and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions, which are a hazard to the health and safety of employees. The parties agree to comply with the *Ontario Occupational Health & Safety Act*.
- 25.02** A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) SPT representatives. The Health and Safety Committee shall hold meetings every third month or more frequently if required. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and SPT.
- 25.03** Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 25.04** There shall be one (1) Union representative who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at SPT's expense. When certified workers are called in to work to perform their duties under the *Ontario Occupational Health and Safety Act* and/or the Collective Agreement, they shall be paid at the applicable rate.
- 25.05** SPT agrees to consult with the Committee where an employee returning to work from injury or illness requires permanent or substantial temporary modification of her/his former duties.

ARTICLE 26 – WORKERS COMPENSATION

- 26.01** All employees shall be covered by the *Workplace Safety and Insurance Act*. SPT agrees to abide by the *Workplace Safety and*

Insurance Act.

- 26.02** a) An Employee receiving payment for a compensable injury or work related illness under WSIB shall accumulate seniority and service and shall be entitled to employment benefits as per the WSIA as amended from time to time. SPT shall continue to pay their share of all premiums for all employee benefit plans, including the pension plan, based on one hundred percent (100%) of earnings, in accordance with the WSIA.
- b) An employee who is no longer deemed to have a compensable injury or work related illness shall be placed in his/her former or equivalent position with the employer.

ARTICLE 27 – OTHER CONDITIONS

27.01 All rights, benefits, privileges and working conditions that employees covered by this Agreement now enjoy, receive or possess as employees of SPT shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by agreement between SPT and the Union.

27.02 Job-Sharing

A full-time permanent employee who wishes to job share her/his position shall submit a written request to the Executive Director, copied to the Union. Such request will not be unreasonably denied and shall be subject to the following conditions:

1. Any potential job-sharing arrangement shall be posted in accordance with Article 12 of this Agreement;
2. Employees engaged in job-sharing shall be or remain members of CUPE Local 1777;
3. Employees engaged in job-sharing shall be covered by all the terms and conditions of the Collective Agreement except as modified herein:
 - (a) The following benefits shall be accumulated on a pro rata basis of hours normally worked in comparison to full-time work: seniority; vacation entitlement; statutory holidays; and sick leave;
 - (b) The wages of each employee shall be proportional to the hours worked;
 - (c) Each employee may make an election regarding benefits in

accordance with Article 22.06.

4. Job-sharing shall be for at least six (6) months, but it may be extended to up to one year upon request of the full-time permanent employee. Such request shall be in writing to the Executive Director and shall not be unreasonably denied.
5. At the end of the job-share period, any bargaining unit employee shall be returned to her/his former or comparable position.

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

ARTICLE 28 – EMERGENCIES, CRISIS & PANDEMICS

The Parties have a mutual desire to support the goals to minimize the impact of any emergency, crisis or pandemic on the health our workplaces and the community. Any infection / illness described and thereafter named by Health or Government authorities will be subject to this Article.

28.01 Definitions:

- (a) Self-isolation is a requirement for an employee to remain at home, away from others and the workplace, for an extended period of time, in that they are experiencing symptoms of a suspected or confirmed infection or illness.
- (b) Self-quarantine is a requirement for an employee to remain at home, away from others and the workplace, after possible exposure to the infection or illness. Self-quarantine includes a government or medical order to be quarantined.

28.02 Employees have a right to know if they are working in a workplace that was exposed to infection or illness and what measures are being taken to protect them from exposure, in addition to existing measures ensuring they are provided with all personal protective equipment necessary to perform their duties safely.

28.03 Where feasible, employees subject to self-isolation or self-quarantine may temporarily tele-commute, thereby performing their duties at home for the duration of the order. When employees are unable to perform their regular duties at home, they may be redeployed under the following conditions:

- (a) The employer may assign work that is outside of an employee's job description but still within their skillset. The employer will provide any additional training that is required to perform the

duties.

- (b) If an employee is required to perform duties that fall within a higher paying position, either inside or outside the bargaining unit, for more than one business day, the employee will receive the rate for the higher paying position. In the case of a lower paying position, their rate shall not be reduced.

Employees will not suffer loss of benefits or seniority as the result of a decrease in working hours during any emergency, crisis or pandemic.

- 28.04** Regular and contract employees required to self-isolate or self-quarantine and who cannot reasonably tele-commute will receive their regular or typical wages and benefits for the duration of the order. Regular or typical wages and benefits will be determined on the following basis:
- (a) Wage and Benefit protection for regular full-time employees will be calculated based on their full-time hours.
 - (b) Wage and Benefit protection for regular part-time employees will be calculated based on their part-time hours.
- 28.05** In cases other than self-isolation or self-quarantine, should an employee develop symptoms and notify their supervisor of such that employee will be approved for sick leave without the need for medical proof of illness. In the event that such symptoms are confirmed to be an infection or illness, Article 28.04 applies and any sick leave benefits used will be credited back to the employee's bank.
- 28.06** Employees placed on a medical leave of absence who do not have access to sick leave bank, or have exhausted their sick leave bank, and do not qualify for credits provided by municipal, provincial or federal government will, nonetheless, receive wage outlined in Article 28.04 for the duration of the infection or illness.
- 28.07** Normal Collective Agreement or Employer policy requirements that employees provide medical documentation to access wage protection will not apply to any employee subject to self-isolation or self-quarantine for the duration of public health concerns.
- 28.08** Appropriate documentation of a requirement for self-isolation or to self-quarantine will be provided to the Employer electronically as it becomes available.
- 28.09** Employees who must absent themselves from work to care for a family member who has a suspected or confirmed infection or illness and who do not have access to sick leave bank, or have exhausted their sick leave and compassionate leave, will, nonetheless, receive wage

protection outlined in Article 28.04 for the duration of the illness. This will apply if the employee does not qualify for credits provided by municipal, provincial or federal government.

- 28.10** Should an employee access leave credits provided by the municipal, provincial or federal governments the employer shall continue to cover the costs of all benefit premiums until the employee returns to work. The employee will not suffer loss of seniority or have the time be considered a break in service for the duration of the leave.
- 28.11** To the extent possible, where government wage protection benefits are provided to assist with public health efforts, the Parties will work to ensure such benefits are utilized by employees and integrated with the provisions of the Collective Agreement to provide or partially provide for leave and wage protection provisions set out in this Article and Article 28.04.
- 28.12** The employer will keep on hand an one (1) month supply of Personal Protective Equipment adequate for the number of current employees. All Personal Protective Equipment will be monitored for expiry and replaced as required.
- 28.13** Any emergency recommendations or orders provided by Public Health, Municipal, Provincial or Federal Governments will be implemented immediately and lifted at the conclusion of such recommendation or order.
- 28.14** Statistics on the number of staff either confirmed or suspected to have acquired infection / illness will be provide to Public Health Authorities and CUPE Representatives as requested. Any death as a result of acquiring infection / illness will be immediately reported to Public Health Authorities and CUPE.
- 28.15** While the above provisions address the impacts of a declared emergency, crisis or pandemic, the parties agree to work together in the Joint Health and Safety Committee on preventative measures, such as, but not limited to,
- a) improved indoor air quality,
 - b) maintaining adequate stock of PPE,
 - c) evaluating preventative technologies,
 - d) reasonable distancing between placements of work stations, and
 - e) any other environmental safeguards the parties bring forward which may be implemented.

ARTICLE 29 – PROFESSIONAL DEVELOPMENT

- 29.01** a) SPT recognizes the need for the staff to enhance and develop their professional competencies and work skills. Each employee will be eligible for a maximum of nine hundred (\$900) during the term of this agreement. These PD funds will be allocated as requests are received. Approval of the PD fund allocation will not be unreasonably denied as long as the maximum budgeted amount for the year has not been reached, equal to the amount of \$300/employee, and the employee does not exceed the \$900 maximum allocated to him/her. SPT shall provide the Union with biannual reports on the use of professional development funds.
- b) It is agreed that an employee shall have an opportunity to attend training related to their position and attendance at such training shall be considered work time and paid at the employee's applicable rate. SPT will provide necessary tuition or registration fees, transportation, accommodation and meal expenses to employees who attend approved training courses at locations outside the workplace.
- c) It is agreed that time spent at meetings / conferences, where such attendance is authorized by SPT, shall be considered as work time and paid at the employee's applicable rate. SPT will cover registration fees and the cost of accommodation, travel and meals.
- d) Upon submission of a written proposal, the Executive Director or designate may grant time off with pay and payment of directly related expenses for purposes of professional development related to the work of the organization. Any request will be responded to in writing, copied to the Union, and shall not be unreasonably denied.
- e) All staff be entitled to a study leave of one (1) week per year, cumulative to a maximum of six (6) weeks. The following guidelines shall apply to the granting of such study leave:
- (i) Requests for access to these funds shall be submitted in writing to the employee's supervisor, at least two (2) weeks in advance of the activity being applied for, copied the Union. Such requests will not be unreasonably denied. All requests will be replied to in writing, copied to the Union including reason(s) for any denial of a request within two (2) weeks.
 - (ii) The proposal shall set forth how such leave is related to the ongoing program of SPT and how the employee expects to benefit from the leave.
 - (iii) The employee shall remain on full salary and benefits for the period of such leave.

- f) An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examination(s) for the purpose of upgrading educational qualifications.

29.02 Requests for access to these funds shall be submitted in writing on the approved "Union Professional Development Request Form" to the employees supervisor, at least two (2) weeks in advance of the activity being applied for, copied to the Union. Such requests will not be unreasonably denied. All requests will be replied to in writing, copied to the Union, including reason(s) for any denial for a request.

SPT shall provide the Union with quarterly reports on the use of professional development monies.

29.03 The Labour/Management Committee will review the operation of the professional development scheme from time to time.

29.04 An employee shall be entitled to two (2) working days leave of absence, twice a year with pay and without loss of seniority and benefits, to prepare for and/or write examinations to upgrade her/his employment qualifications.

ARTICLE 30 – EMPLOYMENT STANDARDS ACT OF ONTARIO

The Employment Standards Act of Ontario, as amended from time to time, is deemed to be part of this collective agreement and its provisions where superior to any part of this agreement shall apply.

ARTICLE 31 - WORKLOAD

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every employee. The Employer recognizes that the issue of workload is a concern to SPT. Through the Labour-Management committee (article 6.03), a joint process will be developed with the aim of resolving any workload pressures.

ARTICLE 32- DURATION


32.01 This Agreement shall be in effect from January 1, 2023 until December 31, 2025, and thereafter year to year unless notice of desire to amend the Agreement is given.

Intent to Bargain notice shall be given by either party not more than ninety (90) calendar days prior to the expiry date of the Agreement.


When Intent to Bargain notice is given by either party, the parties agree to meet for the purpose of negotiations within fifteen (15) calendar days after giving of such notice, if requested to do so.

Signed at this _____ day of _____, 2024.

For the Union




Maria-Saroja Pohnambalam (Jul 29, 2024 14:08 EDT)



Israt Ahmed (Aug 7, 2024 09:17 EDT)



For the Employer







SALARY SCHEDULE

SALARY SCHEDULE - (Effective January 1, 2023 - 3% wage increase)

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Membership and Donations Coordinator	\$45,827.11	\$47,625.35	\$49,720.79	\$51,517.95	\$53,615.53	\$55,712.04
Program Support Staff	\$45,827.11	\$47,625.35	\$49,720.79	\$51,517.95	\$53,615.53	\$55,712.04
Community Planner	\$57,507.06	\$59,605.72	\$62,001.58	\$64,695.72	\$67,092.64	\$69,788.93
Researcher and Policy Analyst	\$57,507.06	\$59,605.72	\$62,001.58	\$64,695.72	\$67,092.64	\$69,788.93
Communications Coordinator	\$57,507.06	\$59,605.72	\$62,001.58	\$64,695.72	\$67,092.64	\$69,788.93
Development Officer	\$57,507.06	\$59,605.72	\$62,001.58	\$64,695.72	\$67,092.64	\$69,788.93
Senior Researcher and Policy Analyst	\$63,498.33	\$65,595.90	\$67,991.76	\$70,688.05	\$73,082.84	\$75,779.11
Senior Community Planner	\$63,498.33	\$65,595.90	\$67,991.76	\$70,688.05	\$73,082.84	\$75,779.11
Project Leader	\$63,498.33	\$65,595.90	\$67,991.76	\$70,688.05	\$73,082.84	\$75,779.11

SALARY SCHEDULE - (Effective January 1, 2024 - 2.5% wage increase)

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Membership and Donations Coordinator	\$46,972.79	\$48,815.98	\$50,963.81	\$52,805.90	\$54,955.92	\$57,104.84
Program Support Staff	\$46,972.79	\$48,815.98	\$50,963.81	\$52,805.90	\$54,955.92	\$57,104.84
Community Planner	\$58,944.74	\$61,095.86	\$63,551.62	\$66,313.11	\$68,769.96	\$71,533.65
Researcher and Policy Analyst	\$58,944.74	\$61,095.86	\$63,551.62	\$66,313.11	\$68,769.96	\$71,533.65
Communications Coordinator	\$58,944.74	\$61,095.86	\$63,551.62	\$66,313.11	\$68,769.96	\$71,533.65
Development Officer	\$58,944.74	\$61,095.86	\$63,551.62	\$66,313.11	\$68,769.96	\$71,533.65
Senior Researcher and Policy Analyst	\$65,085.78	\$67,235.80	\$69,691.56	\$72,455.25	\$74,909.91	\$77,673.59
Senior Community Planner	\$65,085.78	\$67,235.80	\$69,691.56	\$72,455.25	\$74,909.91	\$77,673.59
Project Leader	\$65,085.78	\$67,235.80	\$69,691.56	\$72,455.25	\$74,909.91	\$77,673.59

SALARY SCHEDULE - (Effective January 1, 2025 – 2.25% wage increase)

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Membership and Donations Coordinator	\$48,029.68	\$49,914.34	\$52,110.49	\$53,994.03	\$56,192.42	\$58,389.70
Program Support Staff	\$48,029.68	\$49,914.34	\$52,110.49	\$53,994.03	\$56,192.42	\$58,389.70
Community Planner	\$60,271.00	\$62,470.52	\$64,981.53	\$67,805.16	\$70,317.28	\$73,143.16
Researcher and Policy Analyst	\$60,271.00	\$62,470.52	\$64,981.53	\$67,805.16	\$70,317.28	\$73,143.16
Communications Coordinator	\$60,271.00	\$62,470.52	\$64,981.53	\$67,805.16	\$70,317.28	\$73,143.16
Development Officer	\$60,271.00	\$62,470.52	\$64,981.53	\$67,805.16	\$70,317.28	\$73,143.16
Senior Researcher and Policy Analyst	\$66,550.21	\$68,748.60	\$71,259.62	\$74,085.49	\$76,595.38	\$79,421.24
Senior Community Planner	\$66,550.21	\$68,748.60	\$71,259.62	\$74,085.49	\$76,595.38	\$79,421.24
Project Leader	\$66,550.21	\$68,748.60	\$71,259.62	\$74,085.49	\$76,595.38	\$79,421.24

LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY SOCIAL PLANNING COUNCIL OF TORONTO
("SOCIAL PLANNING TORONTO" OR "SPT")
(THE EMPLOYER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1777
(THE UNION)

Re: Joint Pay Equity Plan

The Employer and the Union agree to maintain the Joint Pay Equity Committee for the purposes of implementing and maintaining the Pay Equity Plan.


The committee will continue to be composed of equal numbers from the Employer and the Union.

The Committee will continue its work on maintaining a Terms of Reference for use by the Committee for the term of the Collective Agreement.


Both parties will also work to amend Schedule "A" as needed.

Signed at this _____ day of _____, 2024

For the Union



Maria-Saroja Pothanbalam (Jul 29, 2024 14:08 EDT)



Israt Ahmed (Aug 7, 2024 09:17 EDT)



For the Employer







LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY SOCIAL PLANNING COUNCIL OF TORONTO
("SOCIAL PLANNING TORONTO" OR "SPT")
(THE EMPLOYER)

AND


THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1777
(THE UNION)

Re: Wage Review Committee


The parties agree that no wage review will be completed for the term of the January 1, 2023 to December 31, 2025 Collective Agreement and that the parties revisit discussion of the wage review committee in the next round of bargaining.

Signed at this _____ day of _____, 2024

For the Union



Maria-Saroja Pohnambalam (Jul 29, 2024 14:08 EDT)



Israt Ahmed (Aug 7, 2024 09:17 EDT)



For the Employer







LETTER OF UNDERSTANDING

BETWEEN

COMMUNITY SOCIAL PLANNING COUNCIL OF TORONTO
("SOCIAL PLANNING TORONTO" OR "SPT")
(THE EMPLOYER)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1777


(THE UNION)

Re: Return to Work Program


SPT and the Union agree to meet and continue to discuss the implementation of a Return to Work Program started in the Bargaining Process (2023) within one (1) year of signing of this Collective Agreement, at Labour Management Meetings.

Signed at this _____ day of _____, 2024

For the Union



Maria-Saroja Ponnambalam (Jul 29, 2024 14:08 EDT)



Israt Ahmed (Aug 7, 2024 09:17 EDT)



For the Employer



