



COLLECTIVE AGREEMENT

BETWEEN

SOUTH ESSEX COMMUNITY COUNCIL INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 4523

April 1, 2025 – March 31, 2027

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT..... 2

ARTICLE 2 – UNION RECOGNITION 2

ARTICLE 3 – MANAGEMENT RIGHTS 4

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT 5

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT 6

ARTICLE 6 - CHECK-OFF OF UNION DUES 7

ARTICLE 7 - CORRESPONDENCE 7

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE 8

ARTICLE 9 - GRIEVANCE PROCEDURE..... 9

ARTICLE 10 – ARBITRATION..... 10

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE..... 11

ARTICLE 12 - SENIORITY 12

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES 14

ARTICLE 14 – LAY OFF 15

ARTICLE 15 – WORKING CONDITIONS 17

ARTICLE 16 – OVERTIME 18

ARTICLE 17 – PAID HOLIDAYS 18

ARTICLE 18 - VACATIONS 19

ARTICLE 19 – SICK LEAVE..... 21

ARTICLE 20 - LEAVE OF ABSENCE..... 22

ARTICLE 21 - WAGES AND ALLOWANCES 24

ARTICLE 22 – CLASSIFICATION 25

ARTICLE 23 – HEALTH AND WELFARE BENEFITS..... 26

ARTICLE 24 – HEALTH AND SAFETY 27

ARTICLE 25 – JOB SECURITY 28

ARTICLE 26 – GENERAL CONDITIONS..... 28

ARTICLE 27 – COPIES OF AGREEMENT 29

ARTICLE 28 – TERM OF AGREEMENT..... 29

SCHEDULE “A” – Wages 31

SCHEDULE "B" - Benefit Summary - Current Plan A 32

LETTER OF UNDERSTANDING 33

 Re: Overtime - Part time Drivers..... 33

LETTER OF UNDERSTANDING 34

 Re: Work Hours Outside Core Hours of Operation..... 34

LETTER OF UNDERSTANDING 35

 Re: Use of Sick Time for Medical Appointments..... 35

LETTER OF UNDERSTANDING 37

 Re: Pay Equity and Joint Job Evaluation..... 37

LETTER OF UNDERSTANDING 38

 Re: Granting of requests for time off during the Christmas holidays..... 38

LETTER OF UNDERSTANDING 39

 Re: Clothing Allowance..... 39

LETTER OF UNDERSTANDING 40

 Re: Staffing on Saturdays..... 40

LETTER OF UNDERSTANDING 41

 Re: Pension Plan 41

ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 It is the purpose of both parties to this Agreement:
- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
 - 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and service.
 - 3) To encourage efficiency in operations.
 - 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees, and its Local 4523 as the sole and exclusive bargaining agent for all employees employed by the South Essex Community Council, in the County of Essex, save and except Executive Assistant, the Manager of Human Resources, Manager of Fund Development, Manager of Programs, Manager of Financial Resources, Manager of Information Technology and persons above the rank of the above mentioned positions.
- 2.02 The Employer hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 2.03 Non-bargaining unit employees and volunteers will not perform work normally performed by employees in the bargaining unit if as a result any employee is laid-off or loses regular hours of work or any bargaining unit positions are eliminated. Preparation of funding proposals may be performed by employees or persons included or excluded from the bargaining unit.
- 2.04 **No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.05 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.06 Union Officers and Committee Members

The Union Committee shall be comprised of four (4) members of the Union Executive and a Chief Steward. The Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances and attendance at meetings with the Employer. The Union recognizes that members of all Committees under this Agreement have regular duties to perform and that they will not leave their duties without the permission of the Executive Director or their designate, such permission not to be unreasonably withheld.

2.07 The Employer will not make any deductions from the regular pay of members of Committees under this Agreement for time spent during regular working hours performing their duties.

2.08 Time so spent will be considered time worked for seniority accumulation purposes.

2.09 No more than three (3) members of the Union Committee shall meet with the Employer, unless otherwise mutually agreed, to deal with grievances.

2.10 A Bargaining Committee shall be appointed, by the Union, to consist of not more than three (3) members. The Union will advise the Employer of its appointees and all other members of its Executive. The Employer will advise the Union of the members of its Bargaining Committee.

2.11 The Employer shall forward a copy of the SECC monthly Board of Directors agenda, excluding any in camera agenda, to the President of the Union not less than three (3) days in advance of such monthly Board meeting and shall post the approved copy of SECC Board minutes of each meeting, excluding any in camera portion, on the Agency Network. It is agreed that from time to time the Union president or designate may petition the Board to make a presentation regarding an agenda item. Such request will not be unreasonably denied.

- 2.12 The Union President shall be entitled to two (2) hours paid Union leave per week that shall fall during regular working hours for the purpose of conducting Union business. Such two (2) hour period shall fall on a consistent week day to be mutually agreed between the President and the Employer.
- 2.13 In addition to the paid leave time permitted to the Union President pursuant to Article 2.12 above, the Union Executive shall be entitled to two (2) hours paid Union leave per month that shall fall during regular working hours for the purpose of conducting Union business. Such two (2) hour period shall fall on a consistent day of the month to be mutually agreed between the Secretary and the Employer.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that the management, control and supervision of the Employer's operations and services and the direction of its employees are vested solely and exclusively in the Employer subject to the terms of this Agreement, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency;
 - (b) Hire, retire, assign, direct, classify, promote, demote, transfer, discharge, suspend or otherwise discipline employees, provided that the claims by employees who have completed their probationary period and have been discharged or otherwise disciplined without just cause, may be the subject of a grievance and dealt with in accordance with the grievance procedures hereinafter provided;
 - (c) Determine in the interest of efficient operations and the highest standards of service, classifications, schedules of work, assigned work, methods of doing the work and the working establishment for any services;
 - (d) Determine the number of personnel required, the services to be performed and the methods, procedures and facilities to be used in connection therewith;
 - (e) Make, enforce and alter from time to time, rules and regulations to be observed by all employees. Prior to implementation of such rules and regulations, a representative of the Employer will advise a Union representative of such rules and regulations. Any new or altered rules or regulation shall be posted at least seven (7) calendar days before they are to come into effect.

- 3.02 The Employer agrees that these rights shall be exercised in a manner consistent with the expressed provisions of this Agreement.

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

- 4.01 The Employer agrees that no employee shall in any manner, be discriminated against, nor shall they be coerced, restrained or influenced on account of the membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization, or any other reason
- 4.02 The Employer, the Union and the employees recognize that rights of all persons employed by the Employer to work in an environment free from discrimination as per the Ontario Human Rights Code.
- 4.03 Harassment includes any behaviour, comments or conduct of an abusive nature, persistent or otherwise, engaged in by the Employer or an employee of the SECC who knows or ought reasonably to know that such behaviour, comments or conduct is unwelcome, and would tend to intimidate, give affront to, harm emotionally or harm in terms of job benefits, another person. This includes insults, jokes, remarks or humiliating actions which are demeaning and undermine a person's worth and dignity.

Harassment is not:

- (a) good-natured jesting when both parties find the conduct acceptable;
- (b) an occasional compliment;
- (c) an isolated insult or adverse comment;
- (d) and the supervision of an employee.

Sexual harassment is:

- (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted;
- (b) implied or expressed promise of reward for complying with a sexually oriented request;
- (c) implied or expressed threat of reprisal or the denial of opportunity for refusal to comply with a sexually oriented request;

- (d) sexually oriented remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work;
- (e) any verbal or physical conduct that emphasizes sexuality, sexual identity or sexual orientation in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- (f) display of sexually oriented materials.

One of the options in dealing with any complaint of sexual harassment or harassment is to file a grievance at Step 2 in Article 9 of the Collective Agreement.

Where the harasser is the person who would normally deal with Step 2 of the grievance, the complaint shall automatically be sent forward to the Board of Directors in lieu.

A complaint of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

As a result of a sexual harassment or harassment grievance, or as a result of such grievance, the grievor shall not be removed from the area of the alleged harasser unless fully and entirely voluntarily requested or agreed to by the grievor and without prejudice to the validity of the grievance.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

- 5.01 Within one week of the signing of this agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-law of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.
- 5.02 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

- 5.03 On commencing employment, the Employer introduces the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.
- 6.02 Deductions
- (a) Deductions shall be forwarded in one cheque to the Local Secretary-Treasurer of the Union no later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classifications and gender of employees from whose wages the deductions have been made.
- (b) The Employer shall provide on-going updates within seven (7) calendar days of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths and other termination of employment, and leaves of absences with the effective dates of such status changes.
- 6.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.
- 6.04 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittances of dues by the Employer pursuant to this Article.

ARTICLE 7 - CORRESPONDENCE

- 7.01 Unless otherwise specified in this agreement all correspondence between the parties (including electronic), arising out of this agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union, with a copy to the President of the Union.
- 7.02 A copy of any correspondence (including electronic) between the Employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Secretary of the Union or their designate.

7.03 Any correspondence (including electronic) directed by the Union to the Employer shall be provided to each of the Executive Director and the Manager of Human Resources.

ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

8.01 A Labour Management Committee shall be established consisting of two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. The Union shall select its representatives.

8.02 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.

8.03 The Committee shall meet at least once every two months or more often if necessary and if requested by either party. Minutes will be taken and distributed to all members of the Committee. The Employer and a Union Representative shall alternate taking minutes and distributing minutes.

8.04 Chairperson of the Meeting

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

8.05 Jurisdiction of Committee

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

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

ARTICLE 9 - GRIEVANCE PROCEDURE

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

9.02 Settling of Grievance

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

Step 1

An employee having a complaint shall as soon as reasonably possible and in any event within ten (10) working days of the event giving rise to the complaint discuss such complaint with their Program Co-ordinator. The employee may have the accompaniment of a Steward during this process. Failing a satisfactory resolution the employee shall follow Step 2.

Step 2

The aggrieved employee(s) will immediately submit the grievance to a member of the Union Executive Board or designate. At each step of the Grievance procedure the Grievor shall have the right to be present. If the Executive Board member considers the grievance to be justified, they will submit a written grievance to the Manager of Human Resources and Program Development or, in their absence, to another Manager, within ten (10) working days of the incident giving rise to the grievance. The Manager of Human Resources and Program Development shall respond to the grievance in writing within five (5) working days after the grievance was submitted.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Union will submit to the Executive Director a written grievance and the redress sought. The Executive Director shall convene a meeting with the Union and the Grievor within five (5) working days after receipt of such grievance. The Executive Director shall render their decision within five (5) working days following the meeting.

9.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 2 of this Article may be by-passed. A policy grievance may be submitted by either the Union or the Employer.

9.04 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

9.05 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages and directed to the Secretary of the Local.

9.06 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

9.07 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

9.08 The time limits specified in the Grievance and/or Arbitration Procedure may be altered upon mutual agreement of the parties to this Collective Agreement in writing.

ARTICLE 10 – ARBITRATION

10.01 After exhausting the Grievance Procedure established by this Agreement, the affected party may notify the other in writing of its desire to submit the grievance to arbitration. The notice shall be delivered to the other within thirty (30) working days after the reply under Step 2.

10.02 The Arbitrator will be selected by the parties. If the two parties fail to agree upon a sole arbitrator within fifteen (15) calendar days of the submission of the grievance to arbitration, then either party may within a further seven (7) calendar day period request the Minister of Labour to designate an Arbitrator. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee affected by it.

10.03 Fees and expenses of the Arbitrator shall be shared equally by the parties.

10.04 Witnesses

At any stage of the Grievance procedure, the parties shall have the assistance of the employee or employees involved.

- 10.05 The Arbitrator shall not have the jurisdiction to alter or amend any of the provisions of this Agreement or to substitute any provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement, or to deal with any matter not covered by this Agreement unless authorized by statute to do so. The Arbitrator, however, in respect of a grievance involving a penalty shall be entitled to modify such penalty if it is just and equitable to do so.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void. No such act shall take place later than seven (7) calendar days after the Employer became aware of the circumstances giving rise to the cause for discipline.

11.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a meeting under Article 9. Step 1 of the Grievance Procedure shall be omitted in such cases.

11.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

11.04 Personnel Records

An employee shall have the right at any time to have access to and review their personnel record giving reasonable notice to the Executive Director or their designate. Such review will take place under the supervision of the Employer.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

11.05 Any disciplinary notation will be removed from an employee's file eighteen (18) months after the date of issue.

11.06 Crossing of Picket Lines During Strike

An employee covered by this agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved. Any employee who exercises their right under this Article shall notify the Employer immediately.

11.07 Notwithstanding any other provisions of this Agreement a probationary employee shall have no right to submit a grievance or proceed to arbitration because of a discharge or other termination of their employment.

ARTICLE 12 - SENIORITY

12.01 Seniority for all employees employed prior to October 7, 2005 shall be pursuant to the seniority list dated July 2005.

Seniority for all full-time employees hired after October 7, 2005 shall be based on date of hire.

Seniority for all part-time employees shall be based on accumulated hours of work. A part-time employee transferring to a full-time position shall have their seniority date calculated as 1300 hours worked equals one (1) year of seniority, provided that in no case will a part-time employee accrue more than one (1) year of full-time seniority for any given twelve months period of employment or be assigned a seniority start date that is earlier than their original date of hire.

12.02 Full-time shall be defined as an employee who works twenty-four (24) hours per week or more in any one position within the bargaining unit. Part-time shall be defined as an employee who works less than twenty-four (24) hours per week in each position held by the employee.

A temporary employee is an employee who is hired externally for the purpose of replacing a regular full-time or part-time employee who is absent for an extended period of time, for example, with respect to a pregnancy, parental or medical leave of absence. Such temporary employee shall be considered to have such benefit entitlement, if any, as are provided to regular part-time employees under the collective agreement. A temporary employee shall retain such designation until such time, if any, as he or she is awarded to a permanent

full or part-time position. A temporary employee shall have the right to apply for vacancies in accordance with Article 13 of the collective agreement once having completed their probation and shall retain seniority following the termination of their temporary position for a period of twelve (12) months. A temporary employee shall not, however, have the right to displace a regular full-time or part-time employee upon the termination of their temporary position.

- 12.03 The Employer shall maintain a seniority list for all full-time employees showing the name, department, job title, wage classification, and the date of hire and each employee's seniority date sorted by seniority date. The Employer shall maintain a seniority list for all part-time employees showing the name, department, job title, wage classification, date of hire and each employee's accumulated hours worked sorted by accumulated hours worked.

An up-to-date seniority list shall be sent to the Union Executive and it will be the Union's responsibility to post the seniority list on the Union bulletin board in January and July of each year.

The Seniority list shall be deemed to be correct unless a written objection is delivered to the Employer within twenty-one (21) calendar days of posting. The seniority list so posted shall be used when considering seniority rights under this agreement.

12.04 Probation for Newly Hired Employees

A newly hired full-time employee shall be on probation for the first sixty (60) days worked. A newly hired part-time employee shall be on probation for the first **three hundred and twenty (320)** hours worked or for six (6) calendar months from the date first worked for the Employer, whichever shall first occur.

12.05 Loss of Seniority

Seniority will be lost and the employment will be deemed terminated if:

1. The employee resigns;
2. The employee is discharged and is not reinstated pursuant to the grievance and arbitration procedures herein;
3. An employee fails to report for work for three (3) consecutive scheduled working days without notifying the Employer and providing a satisfactory reason for such failure;
4. An employee fails to return to work upon the expiration of a leave of absence unless a satisfactory reason is given;

5. An employee retires;
6. An employee who is laid off fails to return to work within five (5) working days after being recalled by a notice given by registered mail to the last address on record with the Employer. If an employee due to illness cannot return to work in response to a recall notice the next most senior employee shall be recalled instead. A doctor's note stating the duration of the inability to return to work will be provided by the employee, upon request.
7. An employee performs no work for the Employer for a period of two (2) years subject to the obligation of the Employer under the Human Rights Code to accommodate employees under a disability.

12.06 Transfer and Seniority Outside Bargaining Unit

The appointment, selection, or promotion of a person to a position outside the bargaining unit is not covered by this agreement. If a seniority employee accepts a permanent non-bargaining unit position, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to their former position in the bargaining unit within sixty (60) days of accepting the new position after which all seniority will be forfeited.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 When a vacancy does occur or a new position is created within the bargaining unit, the Employer shall supply the Union with a copy of the job posting and the Union will post notice of the position on the bulletin board used for that purpose for a period of six (6) working days for the purpose of permitting any member of the bargaining unit to submit an application.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position, roles and responsibilities, qualifications (including education, academic equivalency, skills and experience), hours of work, wage or wage range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

13.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed. Internal and/or external posting may be done simultaneously if agreed to by both the Union and the Employer under certain circumstances. Internal applicants will be given priority over external applicants.

13.04 The parties recognize that job opportunity should increase in proportion to seniority. Therefore, the applicant with the greatest seniority who has the necessary skill, ability and qualifications to perform the work required will be awarded the position.

13.05 Trial Period

The successful applicant shall be notified within two (2) weeks following the end of the posting period. They shall be given a trial period of **sixty (60)** days worked, during which time they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of **sixty (60)** days worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

13.06 The Employer shall notify the Union, by e-mail, the name of the successful applicant within fourteen (14) calendar days of the completion of the job posting. The successful applicant will assume the duties of the new position within fourteen (14) calendar days thereafter.

13.07 Changes to qualification requirements of any existing jobs shall be as mutually agreed between the parties. In the event the parties are unable to reach agreement, the Employer reserves the right to establish the new qualifications and the Union reserves the right to file a grievance.

ARTICLE 14 – LAY OFF

14.01 A layoff for full-time employees shall be defined as the elimination of a staffed position, or a reduction in the workforce, or a reduction in the regular hours of work as defined in the agreement. A layoff for part-time employees shall be defined as the elimination of a staffed position, or a reduction in the workforce.

14.02 The parties recognize the need for an orderly displacement procedure to minimize disruptions to the Employer's operations and the displacement of junior employees and the right of an employee who is subject to a lay-off having protection against reductions in pay or hours.

Accordingly, an employee to be laid off and having sufficient seniority to displace another, shall displace the most junior employee in the classification to which they are moving, whose rate of pay and hours of work most closely correspond to their own with the intent that there be no reduction in pay.

14.03 No employee shall be allowed to displace another unless they have the necessary skill, ability and qualifications to perform the available work.

14.04 Employees shall be recalled in the order of their seniority provided they have the necessary skill, ability and qualifications to perform the available work.

14.05 Any displacement shall be effected as soon as reasonably practical and any employee being displaced cannot grieve any lack of notice. In the event of any dispute about a displacement, the Employer will meet with a member of the Union Committee as soon as practical in an attempt to resolve the dispute.

14.06 New employees will not be hired until those laid-off have been recalled, subject to 14.04.

14.07 Layoff and recall of part-time employees shall otherwise be in accordance with the above procedures.

14.08 (a) The Employer recognizes the importance of providing as much notice of impending lay-offs as possible, therefore, the Employer will inform the Union of any funding changes that could result in the lay-off of employees as soon as reasonably known. If the contract with the Funder permits, the Employer will provide effected employees with no less than thirty (30) calendar days notice of an intended lay-off. Otherwise, except in circumstances beyond the control of the Employer, employees will be provided with at least (5) days notice of a lay-off.

(b) Employees who are laid off for one shift or less will be paid for those hours not worked, regardless of the circumstances.

14.09 In the event of the termination of employment as defined in The Employment Standards Act, the Employer will comply with the notice provisions set out therein.

14.10 Subject to the foregoing full time employees may also displace part-time employees, but part time employees may only displace other part time employees.

- 14.11 There shall be no displacement of other employees if the lay-off is for two (2) consecutive shifts or less.

ARTICLE 15 – WORKING CONDITIONS

- 15.01 The core hours of operation of the Employer's services are Monday, Wednesday, Thursday, and Friday from 8:30 a.m. to 4:30 p.m. and Tuesday from 8:30 a.m. to 8:00 p.m. Full time employees will be scheduled to work 35 hours per week during the aforesaid core hours of operation with the following exception:

Transit Drivers – The regular hours of work for full time transit drivers shall be 5 days per week, **35 hours per week, exclusive of unpaid lunch period** to be scheduled between the hours of 6:00 a.m. and 6:00 p.m. The weekly schedule of hours shall be provided to the full time transit driver by day end on Monday in each week for the following week. The hours of work for part time transit drivers shall be on a scheduled or call-in basis of not less than 3 consecutive hours as required. There will be no split shifts. All dispatch duties prior to 8:30 a.m. and after 4:30 p.m. shall be the responsibility of the Department Co-Ordinator.

- 15.02 Except as provided above, the normal daily schedule for full time employees working 35 hours per week shall consist of seven (7) hours of work per day plus one hour unpaid lunch period.

- 15.03 Employees will be scheduled to provide coverage for the Employer's Tuesday evening services on a rotational basis as required. Full time employees required to work Tuesday evening hours will normally be scheduled on such day from 12:00 o'clock noon until 8:00 p.m. with a 1 hour unpaid meal break. Provided, however, a full time employee scheduled to work for Tuesday evening coverage may, subject to maintenance of adequate service coverage, and with the approval of the employee's Department Co-Ordinator, exercise the option to work from 8:30 a.m. to 8:00 p.m. on their Tuesday shift, in which case the employee will have two one-half (1/2) hour meal breaks in such day and be entitled to 3.5 hours off for either early leaving or late arrival on an alternate day in the week that such extended Tuesday shift is worked. Alternatively, the employee may, at their option, defer such period of 3.5 hours off to be taken at a mutually convenient time within three months of the work week in which such extended Tuesday hours were worked, provided that an employee may not use a deferred time in excess of fourteen (14) consecutive hours at any given time.

- 15.04 The Employer shall provide the following rest periods:

- (i) an employee who works more than 3 consecutive hours and up to 5 consecutive hours shall be entitled to one fifteen (15) minute paid rest period;
- (ii) an employee who works 5 consecutive hours and less than 7 hours shall be entitled to a half hour unpaid lunch break, and a fifteen (15) minute paid period;

- (iii) an employee who works 7 consecutive hours or more shall be entitled to a one (1) hour unpaid lunch period and two fifteen (15) minutes paid rest periods, one in each half of their work period.

ARTICLE 16 – OVERTIME

- 16.01 All hours worked up to thirty-five (35) hours [forty (40) hours for Transit Drivers] in a week shall be paid at the regular rate of pay. All hours worked in excess of thirty five (35) hours [forty (40) hours for Transit Drivers] in a week shall be considered overtime and employees will be paid one and one-half (1.5) times their regular rate of pay for such hours. Employees who exceed eight (8) hours in any workday [**ten (10) hours for Transit Drivers**] will be paid the overtime rate for such hours.
- 16.02 Employees may elect to be compensated for overtime hours worked by receiving one and one-half hours of paid time off work for each hour of overtime worked.
- 16.03 Such time off shall be taken at a mutually convenient time within three (3) months of the work-week in which the overtime was worked. In the event that a mutually convenient time cannot be agreed upon and the time off cannot be taken in the three (3) month period the Employer will pay the employee for such time owing.
- 16.04 Upon the termination of employment the Employer will pay the employee for any such time owing.
- 16.05 When overtime hours are available within a job classification, such hours shall be offered to employees in order of seniority within the classification. In the event the Employer is required to provide a service and no one has volunteered to accept the overtime hours, the Employer may assign the overtime to the least senior employee in the classification. Paid overtime must be approved by the Employer. No overtime will be paid for time worked outside an Employee's regular hours of less than fifteen (15) minutes.

ARTICLE 17 – PAID HOLIDAYS

- 17.01 The paid holidays shall be as follows:

New Year's Day	Civic Holiday
Family Day (Third Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Labour Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

One (1) additional floating holiday annually to be scheduled at the employee's request with due regard to program needs and available staffing.

When Christmas Eve and New Year's Eve are regular working days, the Employer shall permit those employees scheduled to work on such days to leave work, without loss of pay, at 12:00 (noon).

- 17.02 Employees working on any of the above holidays, and Easter Sunday, shall receive one and one half (1.5) times their regular rate of pay for all hours worked on such holiday in addition to their holiday pay.
- 17.03 In order to qualify for holiday pay full-time employees must have worked their regularly scheduled days of work before and after the holiday, unless excused by the Employer for such qualifying days.
- 17.04 The payment of holiday pay for part-time employees will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 18 - VACATIONS

- 18.01 Full-time employees shall receive vacation with pay based on length of continuous service with the Employer as of December 31st of each year on the following basis:
 - a) Employees with less than one (1) year of full-time continuous service shall be entitled to a vacation of one (1) day for each month of service to a maximum of 10 days.
 - b) Employees with between one (1) and less than **five (5)** years of continuous service shall be entitled to a vacation of **three (3)** weeks.
 - c) Employees with between five (5) years and less than ten (10) years of continuous service shall be entitled to a vacation of four (4) weeks.
 - d) Employees with between ten (10) years and less than fifteen (15) years of continuous service shall be entitled to a vacation of five (5) weeks.
 - e) Employees with fifteen (15) years or greater shall be entitled to a vacation of six (6) weeks.
 - f) In addition to the vacation entitlement outlined above, for every five (5) years worked after twenty (20) years, employees shall be entitled to one (1) additional day of vacation or personal leave per year commencing at the twenty (20) year mark.

- 18.02 Part time Employees with between less than two (2) years of continuous service shall be entitled to receive vacation pay calculated at four (4) percent of their earnings.

Part time Employees with two (2) years of continuous service or greater shall be entitled to receive vacation pay calculated at six (6) percent of their earnings.

Vacation pay will be paid bi-weekly with their regular pay. Any vacation time requested will be granted without pay.

- 18.03 Temporary employees and part-time employees with less than two (2) years of continuous service who are working in a temporary full-time position shall be entitled to a vacation of one (1) day for each full month worked in such temporary position to a maximum of ten (10) days in the calendar year.**

Part-time employees with two (2) or more years of continuous service who are working in a temporary full-time position shall be entitled to a vacation of one and one quarter (1.25) days per month to a maximum of fifteen (15) days in the calendar year.

- 18.04 Prior to December 1st in each year, each Department shall convene a meeting of all employees in the department to discuss vacation requests for the following year.

Staff making requests for vacation must then submit their request to their Department Coordinator in writing by December 1st of the year preceding the year in which vacation is to be taken and Department Coordinators will immediately forward such vacation requests to the Manager of Human Resources and Program Development. Requests for vacation will be granted by December 10th, giving consideration to seniority and subject to the Employer being able to maintain efficient operations and proper staffing levels. In scheduling vacations, weeklong vacation requests shall take precedent over single day requests. Staff who are not awarded vacation time as requested may submit an amended vacation request by December 15th. A response to such amended vacation request shall be provided by January 15th of the vacation year, taking into account the same considerations as otherwise applicable to initial vacation requests.

In the event an employee requests an alteration to their vacation request following December 15th, of each year, the Employer shall respond to such request within five (5) working days. Such request shall not be unreasonably denied.

- 18.05 The allocation of prime time vacation will initially be limited to two weeks per employee. Additional prime time will be subject to availability. Prime time vacation period shall run from the last two weeks of June to the first two weeks of September and shall further include the March School Break week.
- 18.06 Should a paid holiday fall on an employee's vacation period they will receive an additional vacation day with pay.
- 18.07 Vacation shall not be carried over from year to year and must be taken unless the Employer and the Employee otherwise agree in which event any unused vacation days will be paid out on the last pay period in December.
- 18.08 In the event of an employee suffering from an illness either before or during the scheduled vacation period that would otherwise qualify as sick leave, the employee may use sick leave instead of vacation days. The employee will provide a medical certificate upon request confirming the illness.

ARTICLE 19 – SICK LEAVE

- 19.01 Full-time employees employed as of January 1st of any year shall be granted twelve (12) paid sick days for that year.
- 19.02 Full-time employees commencing employment January 1st of any year shall be granted one (1) paid sick day for every month worked in the year.
- 19.03 Part-time employees employed as of January 1st of any year shall be granted **forty-two (42) hours** paid sick **time** for that year.
- 19.04 Part-time employees commencing employment after January 1st of any year shall be granted **3.5 hours** paid sick **time** for every month worked in the year.
- 19.05 **Part-time employees and temporary employees who are working in a temporary full-time position shall be granted one (1) paid sick day for each full month worked in such temporary position.**
- 19.06 All employees shall be permitted to accumulate unused sick leave days to a maximum of 120 days. **Sick time may be taken in increments of not less than .25 hours.**
- 19.07 In order to qualify for sick leave the employee must be unable to work due to a sickness or non-work related accident. In the event an employee takes three (3) consecutive days of sick leave or more than two (2) days in a month, upon the request of the Employer, a certificate signed by the employee's physician verifying the illness/accident shall be provided.

19.08 A full-time employee shall be entitled to use up to five (5) days of their annual sick leave entitlement (or up to twenty-one (21) hours for part-time employees) for the purpose of attending to the illness of an immediate family member.

19.09 The Employer will establish one contact source for each Department for the purpose of reporting notice of absence due to illness. It will be the responsibility of an employee to contact that source to report their intended absence due to illness prior to the commencement of their shift.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Pregnancy, parental, adoption, and family medical leaves will be granted in accordance with the provisions of the Employment Standards Act.

20.02 Full-time employees shall be entitled to three (3) personal days off with pay per calendar year. Such time off may be taken in hourly or half-hour increments. The date of the paid days off shall be at the employee's discretion with consideration of staffing issues.

20.03 Upon application in writing to the Manager of Human Resources or designate ten (10) days in advance, the Employer may in its discretion grant a leave of absence for legitimate personal reasons. In the event of an emergency or in a situation that does not permit the opportunity to provide ten (10) days written notice, such notice period may be waived.

20.04 Leave of Absence for Union Functions

a) Effective from and after May 1, 2018, upon request to the Employer, an employee elected or appointed to represent the Union at convention, conferences, meetings and seminars shall be allowed leave of absence without pay but without loss of benefits or seniority up to a maximum of fifteen (15) work days per year in the case of the Union President or ten (10) work days per year per employee for any other employee representative. Any leave granted in excess of such maximum, shall be at the sole discretion of the Employer. Wherever possible, such requests shall be submitted no less than thirty (30) calendar days in advance of such proposed leave.

b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year on request during their term of office.

20.05 Paid Parental Leave

An employee who chooses not to take parental leave to which he or she would otherwise be entitled pursuant to the provisions of the *Employment Standards Act*, shall be granted three (3) days leave with no loss of pay or benefits. The employee will inform the Employer at least a month before the desired leave of absence, which may be before and/or after the birth or adoption.

20.06 Candidates in Federal or Provincial elections will be given a leave of absence of up to sixty (60) days prior to the election.

20.07 Employees elected in a Federal or Provincial Election will be granted a leave of absence during their term of office and for thirty (30) days thereafter. Seniority will be retained but not accumulated during such leave of absence.

20.08 All leave of absence will be without pay and without benefits except as may be specifically provided for herein, or except where benefits continuation is required by law.

20.09 Bereavement Leave

Employees will be allowed to take 5 days off in the event of the death of their spouse (including common law spouse), child (including step-children), mother, father, step-father, step-mother, **sister, brother (including step sibling)**. The employee will receive pay for each scheduled day of work missed.

Employees will be allowed to take 3 days off in the event of the death of their, son/daughter-in-law, grandparents, grandchild, mother-in-law or father-in-law. The employee will receive pay for each scheduled day of worked missed.

Employees will be allowed to take one day off to grieve the death of sister/brother-in-law, niece, nephew, aunt or uncle. The employee will be paid if the day taken off was a scheduled work day.

Once an employee has exhausted their bereavement leave entitlements, any further bereavement leave request will be at the discretion of the Employer and, if granted, will be charged to accumulated overtime, vacation, float day, personal day or leave without pay.

20.10 Jury Duty and Witness Leave

A seniority employee who is required to serve and reports for jury duty or is subpoenaed to give evidence as a Crown Witness and attends the Court in answer to the subpoena or is subpoenaed and attends a Coroner's Inquest in a matter related to the Employer's work, will be paid their regular rate of pay for the required absence from work during the employee's regularly scheduled working days subject to the condition that the employee will pay to the Employer all monies received for said jury duty or as a Crown Witness or Coroner's Witness, exclusive of traveling and meal allowance.

20.11 Professional Development

The Employer shall reimburse employees for tuition and/or registration costs of job related courses approved by the Employer, upon proof that the Employee has successfully completed the course.

ARTICLE 21 - WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto. On each pay day, each employee shall be provided with an itemized statement setting out wages, overtime, supplementary pay and deductions.

21.02 The Employer will provide the following clothing allowances to the following designated employees:

Transit Drivers:

- (a) In each fiscal year, current employees classified as Transit Drivers will be provided a Clothing Allowance as follows: full-time drivers will receive an allowance of Two Hundred Dollars (\$200.00) and part-time drivers will receive an allowance of One Hundred and Fifty Dollars (\$150.00).
- (b) The Employer and Union agree to a system whereby:
 - (i) The Employer will determine the colour and design, along with list of appropriate items to be acquired by the employee.
 - (ii) The uniforms must be picked up by the employees and a receipt must be provided to the Employer for reimbursement.

- (c) The clothing allowance payable to newly hired employees pursuant to Article 21.02(a) above following the completion of their probationary period shall be prorated to reflect the number of months worked by them in the fiscal year, i.e. an employee hired on September 1, will receive seven-twelfths (7/12) of the available clothing allowance, in their first year of employment.

Employment Specialist:

In each fiscal year, upon completion of the probationary period within the classification, employees classified as Employment Specialists will be provided a clothing allowance of \$150.00 towards the purchase of appropriate clothing and footwear as may be required to perform the job.

21.03 Automobile Allowance

The Employer agrees to pay each employee **fifty-five cents (.55¢)** per kilometre for each kilometre driven in the employee's own automobile on Employer's business and when previously authorized to do so.

21.04 Professional Fees and Licensing

The Employer shall reimburse full-time employees for the renewal of any license or certification, required in the performance of their duties.

The Employer shall provide the required training for CPR and First Aid certification for all employees.

- 21.05 The Employer agrees that an employee who works more than three (3) working days in a higher paid classification shall be entitled to an increase in pay to a maximum of two (2) dollars per hour. This increase will not exceed the hourly rate of the higher paid position.

The Employer agrees to pay employees requested to work in a lower paid classification at their regular hourly rate of pay.

ARTICLE 22 – CLASSIFICATION

- 22.01 If the Employer creates a new position or classification, it will provide a job description to the Union prior to posting. If the parties cannot reach an agreement on the wage rates within thirty (30) calendar days of posting, the Union may file a grievance at Step 2 of the grievance procedure. Any alteration of the wage rate by an Arbitrator will be effective as of the date of the Award.

22.02 The parties agree that the responsibilities of the Department Coordinators and Program Leaders include the following leadership duties:

- Supervise and direct the staff in the assigned department.
- Assist the Employer in Department Leadership/Administration, Financial Functions, Service/Program Planning, Evaluation, Public Relations, and Volunteer Recruitment.
- Update and report to the Employer any issues related to the department.
- Verbally counsel staff on issues related to the operation of the department for which they are responsible and assist in performance management and coaching.
- Assist in the collection of employee documentation within their department for the purpose of employee performance management and individual development planning and training.
- Other leadership and/or program delivery duties as assigned by the Employer.

ARTICLE 23 – HEALTH AND WELFARE BENEFITS

23.01 The Employer will provide the benefits as set out in Schedule 'B' attached hereto to all full-time employees. The Employer shall pay 70% of the cost of such benefits and the employee shall pay, through payroll deduction, 30% of the cost of such benefits. An employee entitled to benefits shall be permitted to waive such benefit coverage.

23.02 With respect to the Benefits described above the parties agree to the following:

For employees on approved *Employment Standards Act* leaves of absence, including pregnancy and/or parental leaves of absence, the Employer agrees to continue coverage for the statutory period of the leave.

For employees on approved medical leave of absence, the Employer agrees to continue to make the necessary premium payments for the balance of the month of such absence and during a maximum of twelve (12) months thereafter.

For employees on any other approved leave of absence, the Employer agrees to continue to make the necessary premium payments for the balance of the month of such absence and one month thereafter.

For employees on layoff, the Employer agrees to continue to make the necessary premium payments for the balance of the month of layoff plus 90 days thereafter.

In each of the foregoing instances the Employer shall continue such coverages for the specified period on the condition that the affected employee continues to pay their share of premiums during such specified period of benefit continuation.

ARTICLE 24 – HEALTH AND SAFETY

24.01 Co-operation on Safety

The Employer recognizes its responsibility to provide a safe and healthy working environment for all its employees and will make every effort to comply in a timely manner with all applicable legislation pertaining to occupational health and safety. The Employer and the Union mutually recognize their obligation to co-operate in the maintenance of safe and healthy working conditions and safe working practices. The Employer shall continue to make all reasonable provisions for the safety and health of its employees during their working hours. The Employer shall comply with the Ontario Occupational Health and Safety Act and its regulations in place from time to time as a minimum standard.

24.02 Joint Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum number of two Union and two Employer members. The Joint Health and Safety Committee shall have all powers and exercise all functions as from time to time prescribed by the Ontario Occupational Health and Safety Act and regulations and shall hold meetings once each month for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the Employer and the Union.

24.03 Health and Safety Committee Pay Provisions

Time spent by members of the Joint Health and Safety Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

24.04 Time off for Health and Safety Training

Union members of the Health and Safety Committee shall be entitled to time off from work with no loss of seniority or earnings to attend such certification and/or educational courses which may be required in connection with their participation in the Joint Health and Safety Committee. The cost of all such required certification or educational courses shall be born by the Employer.

24.05 Right to Refuse Unsafe Work

Employees shall have the right to refuse work in accordance with the provisions of the Occupational Health and Safety Act and regulations in force from time to time.

ARTICLE 25 – JOB SECURITY

25.01 The Employer agrees not to sub-contract work normally performed by members of the bargaining unit if doing so would result in the lay-off of any such employee.

25.02 Employment Services clients working for the Employer are not bargaining unit employees and accordingly are not covered by the terms of this Agreement.

Full-time secondary or post-secondary students employed outside their regular school hours or engaged in co-operative education placements are also excluded from the terms of this Agreement.

Employment Services clients and students will not be used to perform bargaining unit work, displace bargaining unit members or replace laid-off bargaining unit members. The parties shall meet to review the placement of clients and students which placement shall be subject to their mutual agreement.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide one glass covered, locked, Bulletin Board for the main office which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

26.02 Union Office

In order that the Union can properly represent the employees in labour-management relations, the Employer shall provide the Union with reasonable office accommodation on the premises.

The Employer shall make available, free of charge the use of the Fillimore Room at least twice per month at a mutually agreeable date and time for the purpose of conducting membership and Executive Board meetings, with advance notice of the date and time of such proposed use then being duly recorded with the Administrative Assistant.

26.03 The Employer shall permit the Union to use the Staff mail boxes and/or electronic mail for the purpose of distributing information to its membership.

26.04 No Strike or Lock-Out

The parties agree that there shall be no strikes or no lock-outs during the life of this Collective Agreement. Strike and lock-out shall have the meanings as set out in the Labour Relations Act.

ARTICLE 27 – COPIES OF AGREEMENT

27.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer shall print, at their own costs, sufficient copies of the agreement within thirty (30) days of signing and distribute a copy to each employee.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and remain in effect from **April 1, 2025 to March 31, 2027** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its revise or amend the Collective Agreement.

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

28.03 Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

28.04 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike occurs whichever occurs first.

SIGNED at the City of Windsor, in the Province of Ontario, this 12th day of June, 2025.

For Union

Devon Edh
Devon Edh (Jun 16, 2025 14:01 EDT)

Heidi Omstead
Heidi Omstead (Jun 16, 2025 16:10 EDT)

Madison Marin
Madison Marin (Jun 17, 2025 09:49 EDT)

Catherine Barrett
Catherine Barrett (Jun 16, 2025 14:11 EDT)

For Employer

Jean Leslie Marentette
Jean Leslie Marentette (Jun 12, 2025 10:22 EDT)

Carolyn Warkentin
Carolyn Warkentin (Jun 12, 2025 11:06 EDT)

Jennifer Moore
Jennifer Moore (Jun 11, 2025 15:59 EDT)

SCHEDULE “A” – Wages

Position	April 1/2025 *	April 1/2026 **
	Includes Pay Equity	Without Pay Equity
Department Coordinator	\$35.83	\$36.83
Language Teachers	\$31.78	\$32.78
Program Lead - WE Value / Public Relations	\$31.84	\$32.84
Employment Specialist	\$28.87	\$29.87
Literacy Instructor	\$28.87	\$29.87
Wellness Worker	\$28.58	\$29.58
Case Managers, Community Services	\$28.87	\$29.87
Settlement Worker	\$28.87	\$29.87
Care of Newcomer Children Worker / Youth Workers	\$28.87	\$29.87
PSWs	\$25.92	\$26.92
Intake Worker	\$26.45	\$27.45
Scheduler - MOW / Dispatcher - ESCT	\$26.45	\$27.45
Transit Drivers	\$25.22	\$26.22

*** New rate effective April 1, 2025 includes year end 2024 pay equity adjustments together with the following wage increases:**

- **Department Coordinator Classification**
 - **\$1.50 per hour**
- **All other classifications**
 - **\$1.00 per hour**

**** New rate effective April 1, 2026 includes a \$1.00 per hour increase to base rate for all classifications.**

- **Pay equity adjustments for 2026 shall be determined following the 2025 calendar year end.**

SCHEDULE "B" - Benefit Summary - Current Plan A

Life Insurance

- 1 times annual earnings to a maximum of \$50,000.00

Dependent Life

- \$5,000.00 spouse and \$2,500.00 child

AD&D (Accident Death and Dismemberment)

- Equal to Basic Life Insurance

Long Term Disability

- 60% of monthly earnings to a maximum benefit of \$3,000.00 per month

Extended Health

- Drug: \$5.00 per prescription deductible, pay-direct card with mandatory generic product selection unless the attending physician stipulates that there shall be no generic substitution
- Professional Services: 70% co-insurance for Professional Services - **\$1000.00 maximum per calendar year for Psychologist Services and \$500 maximum per calendar year for all other covered professional services.**
- Private Duty Nursing: \$10,000.00 per calendar year
- Semi-private Hospital: Unlimited
- Vision: Prescription glasses \$500.00 per 2 calendar years
- Audio: Hearing Aids - \$500.00 per 5 calendar years
- Out-of-Province: \$1,000.00 lifetime maximum - 100% emergency/50% referral

Dental

- \$25.00 single/\$50.00 family deductible -- per calendar year
- 80% coverage
- 9 month recall exams
- \$1,500.00 annual maximum
- Current O.D.A. fee guide

LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4523

Re: Overtime - Part time Drivers

A meeting was held between Representatives of the Local and the Agency on Tuesday January 29th, 2008 at which it was agreed that:

Article 16.01 has been modified to provide overtime pay for all hours in excess of eight (8) in any work day for all Employees. The provision has proven to be a detriment to the Part time Drivers in the Transit Program as well as to the Agency. Specifically the Sentence in Article 16.01 that says "Employees who exceed eight (8) hours in any work day will be paid the overtime rate for such hours" will not apply to Part time Drivers Employed in the Transit Program. Part time Drivers Employed in the Transit Program who exceed ten (10) hours in any work day will be paid the overtime rate for such hours.

This "Without Prejudice" letter becomes effective as of February 1st, 2008 for the duration of the current Agreement (contract) or until retracted by either party.

Dated this 12th day of June, 2025.

FOR THE UNION

Devon Edh
Devon Edh (Jun 16, 2025 14:01 EDT)

Heidi Omstead
Heidi Omstead (Jun 16, 2025 16:10 EDT)

Madison Morin
Madison Morin (Jun 17, 2025 09:49 EDT)

Catherine Barrett
Catherine Barrett (Jun 16, 2025 14:11 EDT)

FOR THE EMPLOYER

Jean Leslie Marentette
Jean Leslie Marentette (Jun 12, 2025 10:22 EDT)

Carolyn Warkentin
Carolyn Warkentin (Jun 12, 2025 11:06 EDT)

Jennifer Moore
Jennifer Moore (Jun 11, 2025 15:59 EDT)

LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4523

Re: Work Hours Outside Core Hours of Operation

This will confirm the mutual undertaking of the parties given in Collective Agreement negotiations that, in the event it shall become necessary or desirable to offer further services to clients outside of the core hours of operation as set out at Article 15.01 of the Collective Agreement so as to offer clients greater access to services, the parties will undertake to negotiate mutually satisfactory terms and conditions work hours outside of current hours of work.

The parties will further undertake to minimize the impact of such revised work hours on employees' current work schedules.

Dated this 12th day of June, 2025.

FOR THE UNION

Devon Edh
Devon Edh (Jun 16, 2025 14:01 EDT)

Hildi Omstead
Hildi Omstead (Jun 16, 2025 16:10 EDT)

Madison Morin
Madison Morin (Jun 17, 2025 09:49 EDT)

Catherine Barrett
Catherine Barrett (Jun 16, 2025 14:11 EDT)

FOR THE EMPLOYER

Jean Leslie Marentette
Jean Leslie Marentette (Jun 12, 2025 10:22 EDT)

Carolyn Warkentin
Carolyn Warkentin (Jun 12, 2025 11:06 EDT)

Jennifer Moore
Jennifer Moore (Jun 11, 2025 15:59 EDT)

LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4523

Re: Use of Sick Time for Medical Appointments

This will confirm our recent discussions in the course of collective agreement negotiations, with respect to the issue of workplace accommodations regarding use of sick time for medical appointments.

As we have advised, it is the Employer's position that sick leave is generally available only with respect to absence due to illness or injury and not with respect to scheduled medical appointments. Rather, it is the employer's position that, if an employee wishes to avoid loss of income with respect to medical appointments, he or she has the option of either using personal time allotment under the collective agreement or making up the lost time, for example, through shortened lunch hours, etc., if such medical attendances cannot be scheduled outside regular work hours. Notwithstanding the foregoing, the Council's policy on absenteeism does provide an exception that, in the event an employee should require time off for medical appointments in excess of personal time allotment, or should the employee be unable to make up the time otherwise lost, the employer may, in appropriate circumstances, permit the use of sick time to facilitate the employee's attendance for medical treatment.

In view of the foregoing and our discussions, we wish to confirm the employer's position on this issue as follows:

1. Employees are expected to schedule medical appointments outside work hours wherever possible. If this is not possible, the employee should inform their co-ordinator as to the time off required and either request an allotment from their personal time or suggest a schedule of make up time, most likely over the course of their lunch hour, to make up the lost time. Alternatively, they would, of course, be entitled to take unpaid time off if they so desire.
2. In the event an employee should require extended time off for a medical appointment that cannot be reasonably accommodated as set out at item number 1 above, or if they have no personal time allotment remaining, the employee will be entitled to request application of banked sick time upon provision of substantiating documentation as to the time off required for their medical appointment(s).

Dated this 12th day of June, 2025.

FOR THE UNION

Devon Edh
Devon Edh (Jun 16, 2025 14:01 EDT)

Heidi Omstead
Heidi Omstead (Jun 16, 2025 16:10 EDT)

Madison Morin
Madison Morin (Jun 17, 2025 09:49 EDT)

Catherine Barrett
Catherine Barrett (Jun 16, 2025 14:11 EDT)

FOR THE EMPLOYER

Jean Leslie Marentette
Jean Leslie Marentette (Jun 12, 2025 10:22 EDT)

Carolyn Warkentin
Carolyn Warkentin (Jun 12, 2025 11:06 EDT)

Jennifer Moore
Jennifer Moore (Jun 11, 2025 15:59 EDT)

Signature page refers to page 35

LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4523

Re: Pay Equity and Joint Job Evaluation

The parties shall meet within one hundred and twenty days (120) of the ratification of the Collective Agreement to review the current status of the Employer's existing Pay Equity Plan for the bargaining unit ("the Plan") and shall take all steps which may be necessary to ensure the Plan's current and ongoing compliance with the provisions of the *Pay Equity Act*, R.S.O. 1990, c. P. 7, as amended.

The parties further agree to negotiate, prior to the expiration of the Collective Agreement, terms of reference establishing a Joint Job Evaluation Committee as well as a gender-neutral job evaluation tool for the purposes of ongoing pay equity maintenance at South Essex Community Council.

Dated this 12th day of June, 2025.

FOR THE UNION

FOR THE EMPLOYER

Devon Edh

Devon Edh (Jun 16, 2025 14:01 EDT)

Jean Leslie Marentette

Jean Leslie Marentette (Jun 12, 2025 10:22 EDT)

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LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4523

Re: Granting of requests for time off during the Christmas holidays

The Employer and the Union agree to the following letter of Understanding for granting of requests for time off during the Christmas holidays:

This will confirm the commitment given by the Employer in collective agreement negotiations to grant as many employee requests for time off during the period between Christmas Day and New Year's Day as possible consistent with **funder expectations regarding service to clients.**

The Manager of Human Resources will attend vacation allotment meetings for each department **and will give due consideration to all available measures** to support the intent of this Letter of Understanding.

Dated this 12th day of June, 2025.

FOR THE UNION

Devon Edh

Devon Edh (Jun 16, 2025 14:01 EDT)

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LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4523

Re: Clothing Allowance

The Employer confirms that employees who receive a clothing allowance may apply any portion thereof to the purchase of suitable footwear for use in connection with their employment.

Dated this 12th day of June, 2025.

FOR THE UNION

Devon Edh
Devon Edh (Jun 16, 2025 14:01 EDT)

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Jennifer Moore (Jun 11, 2025 15:59 EDT)

**LETTER OF UNDERSTANDING
BETWEEN
SOUTH ESSEX COMMUNITY COUNCIL INC.
AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4523

Re: Staffing on Saturdays

The parties agree there is a requirement for South Essex Community Council Inc. to provide client services on Saturdays.

The employer will schedule two (2) qualified employees to staff front desk services on Saturdays from 8:30 am to 12:30 pm.

In consideration of the above, employees working the Saturday will receive their next regularly scheduled work day off with no loss of pay. If an employee calls in sick for a scheduled Saturday, the employee will not qualify for sick pay and will be expected to report for their next regularly scheduled work day.

The Saturday shift will be worked on a voluntary basis by those who are qualified to perform the duties, who will be scheduled in rotation. Should no one volunteer, the shift will be assigned to the least senior qualified employee.

Remuneration for hours worked will be at the employees' regular rate of pay.

Additionally, the employer will schedule one department coordinator or program leader on a rotational on-call basis for each Saturday shift to provide support and coverage on an as needed basis. Compensation for Saturday on-call support shall be at the rate of \$60.00 per shift for Department Coordinators and \$52.00 per shift for Program Leaders. If a Department Coordinator or Program Leader is obliged to work the shift as coverage, they will be compensated on the same basis as scheduled staff as set out above.

This agreement will be in effect for the term of the Collective Agreement and may be renewed upon mutual agreement of the parties.

Dated this 12th day of June, 2025.

FOR THE UNION

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Devon Edh (Jun 16, 2025 14:01 EDT)

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LETTER OF UNDERSTANDING

BETWEEN

SOUTH ESSEX COMMUNITY COUNCIL INC.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 4523

Re: Pension Plan

As agreed on Feb. 9, 2018, all full time bargaining unit employees shall participate in the South Essex Community Council defined contribution pension plan, providing for Employer matching of employee contributions to an annual maximum amount as agreed by the parties from time, such matching contribution of the Employer currently being fixed in the amount of a maximum of one (1) percent of employee gross annual wages, and increasing to a maximum amount of two (2) percent of employee gross annual wages effective April 1, 2022. Such pension plan shall not form a part of the Collective Bargaining Agreement and is referenced herein for information purposes only.

Dated this 12th day of June, 2025.

FOR THE UNION

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Devon Edh (Jun 16, 2025 14:01 EDT)

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