

COLLECTIVE AGREEMENT

Between

DIXON HALL

(Hereinafter referred to as "the Agency")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2497

(hereinafter referred to as "the Union")

DIXON HALL

CUPE
Local 2497

EXPIRY DATE: March 31, 2027

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ARTICLE 1 – PREAMBLE

1.01 Dixon Hall, a multi-service, multi-population, non-profit agency, works with community partners to build a healthy community. To that end, Dixon Hall provides a range of programs and services to community members of all ages. Services and programs include, but are not limited to: recreation, health and wellness programs for seniors, children and youth; instrumental and vocal music lessons for children; housing support to seniors and men and women with histories of homelessness; employment services, training and placements; cultural expression through a variety of artistic programs; health and wellness programs and leadership skills development for all ages. These services and programs are designed to assist community members in achieving their dreams and building healthy communities and racial equality in all the Agency's communities of service.

1.02 Whereas employees of Dixon Hall have as their aim the fulfilment of the above purpose in their work, and;

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

- (a) To maintain and improve the conditions of employment and harmonious relations between the Agency and the Union,
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.,
- (c) To promote participation in developing Agency programs and policies affecting the employees,
- (d) To encourage efficiency in operation,
- (e) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union.
- (f) To not engage in any activity, financial or otherwise which is incompatible with the proper discharge of their duties as an agent of Dixon Hall.

Without limiting the foregoing, the following is expressly forbidden:

- (g) No employee shall use information gained in the execution of their office that is not available to the general public for any other than their official duties.
- (h) No employee shall use influence of office for any purpose other than their official duties.

1.03 Throughout the Agreement, it shall be acknowledged by all parties that wherever the feminine or masculine gender is used, it shall be considered to be reference to both genders. The feminine and masculine genders have been used where the context applies.

In accordance with the above, the parties hereto agree to the following provisions.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Scope of the Bargaining Unit

- (a) The Agency recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of Dixon Hall employed in the City of Toronto, save and except for those persons who, as part of their duties, perform hiring, firing, disciplining, evaluating, scheduling vacations, granting leaves of absence with pay, or have access to confidential information and persons hired in a training and skills development position.
- (b) Persons regularly employed for less than twenty-one (21) hours per week, subject to those excluded under 2.01 (a) above, are included in the bargaining unit. The terms and conditions of their employment under this Collective Agreement are set forth in Schedule "F", attached to and forming part of this Agreement.

2.02 Union Recognition

- (a) No employee shall be required or permitted to make a written or verbal agreement with the Agency or the Agency's representative, which may conflict with the terms of this collective agreement.
- (b) No individual employee or group of employees shall undertake to represent the Union at meetings with the Agency without proper authorization of the Union. In order that this may be carried out, the Union will supply the Agency with the names of its officers.
- (c) 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 the Agency. Such representatives shall have reasonable access to the Agency's premises in order to assist in the preparation and settlement of grievances. The Agency shall be given reasonable notice of the intended presence of such representatives on Agency premises.

2.03 Correspondence

All correspondence between the Union and the Agency arising out of this Agreement or incidental thereto shall be forwarded to the President and the Recording Secretary of the Union, and the Director of People and Culture. In addition, during a grievance all correspondence shall be forwarded to the relevant Steward and Manager.

Receipt shall be deemed to occur when any correspondence is emailed to either party by 4:30 p.m. of any working day.

For the purpose of this agreement, working days shall be defined as the usual business days Monday through Friday, inclusive, except for statutory holidays.

2.04 No Strikes, No Lockouts

The parties agree that there will be no strike or lockout, as defined in Section 1 of the Labour Relations Act (RSO 1970, c.232, as amended from time to time), during the life of the Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes that it is the exclusive right of the Agency:

- (a) To supervise and direct the operations of the Agency and its work force,
- (b) To hire, transfer, classify, lay-off and, promote, and to discharge, demote, suspend or otherwise discipline employees of the Agency for just cause.

3.02 The Agency agrees that in exercising rights set out in Article 3.01 it will not act in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – HUMAN RIGHTS

4.01 No Discrimination

The Agency and the Union agree there shall be no discrimination, with respect to any employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, or otherwise by reasons identified in the Ontario Human Rights Code, R.S.O. 1990, c. H.19 which include: age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex (including pregnancy and breastfeeding), sexual orientation.

In addition to these grounds, the Agency and the Union also agreed that there shall be no discrimination by reason of a person's membership or activity in the Union.

4.02 No Harassment

Every employee has the right to fulfil their job responsibilities in a workplace free from workplace violence and harassment in any matter identified by the Ontario Human Rights Code, R.S.O. 1990, c. H.19 (age, ancestry, colour, race, citizenship, ethnic origin, place or origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex (including pregnancy and breastfeeding), sexual orientation), and the Ontario Occupational Health and Safety Act, R.S.O. c. O.1.

Workplace violence is defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker as defined by the Ontario Occupational Health and Safety Act R.S.O. 1990, c. O.1 Workplace violence also includes:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- an attempt to exercise physical force against a worker in a worker in a workplace, that could cause physical injury to the worker; and
- a statement of behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The Ontario Occupational Health and Safety Act, R.S.O. 1990, c. O.1 defines workplace harassment as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. The definition of workplace harassment includes workplace sexual harassment. Sexual Harassment is defined as:

- engaging in a course of vexatious comments or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or
- making sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Complaints of harassment shall be dealt with in accordance with the Preventing Workplace Harassment, Violence, and Sexual Harassment policy and will be investigated promptly. It is recognized that where the alleged harasser is the employee's supervisor, the complaint should be filed directly with People and Culture. The Union will be invited to participate in the investigation processes of such complaints at a level in keeping with the 8.01 Investigation process.

4.03 Religious Accommodation

Employees shall be entitled to make reasonable rearrangements of their duties upon due notice to their immediate supervisor to permit them to observe the religious obligations and practices of their faiths.

4.04 The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees shall not be asked or required to do personal services for management, which are not connected with the operation of the Agency.

ARTICLE 5 – UNION SECURITY AND MEMBERSHIP

5.01 Union Membership

- (a) All bargaining unit employees shall be members of the Union and shall pay dues with full bargaining rights as well as access to the privileges contained within the Benefits Package. New employees shall pay dues at the end of thirty (30) days of employment. Dues shall be remitted to the Treasurer of the Union in a manner provided in Article 5.02.
- (b) On commencing employment and participating in onboarding with the People and Culture department, each new employee will be directed to view an introductory video using the existing ADP payroll communication system that acquaints new employees with the benefits and duties of Union membership and their responsibilities and obligations to the Agency and Union.

In follow up to this video, the Union will host a one and one half (1½) hour online question and answer session every six (6) weeks during which the new employees will be provided with an opportunity to ask questions about the collective agreement. Employees will be paid for the time spent attending this session.

5.02 Dues Deductions

- (a) Subject to Article 5.01, the Agency agrees to deduct from each payroll from all employees covered by this Agreement the dues prescribed in writing by the Union. Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, salaries and classifications, dues and sex of employees from whose wages the deductions have been made, with a copy to the Local Secretary-Treasurer. The list forwarded to the Local Union shall also indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment. The Agency shall pay the Union interest at the rate of two percent (2%) per month for any delay in remitting the sums listed in this Article.
- (b) At the same time that Income Tax (T-4) slips are made available, the Agency shall type on the amount of Union dues paid by each Union member in the previous year.

5.03 Information to the Union

- (a) The Agency shall supply to the Union the names, the addresses and telephone numbers and personal email, if available, of all employees covered by this Agreement within fifteen (15) days of the signing of this Agreement. The Agency also agrees to inform the Union of all hirings which occur within the Agency regardless of funding sources.

The Agency agrees to supply the Union with an updated list of all bargaining unit employee with their addresses and telephone numbers in May of each year.

- (b) The Agency shall supply to the Union in writing, within fifteen (15) working days of commencement of employment, the names, addresses and telephone numbers of all newly hired employees covered by this agreement; and agrees to inform the Union in writing, within five (5) working days, of the name of any employee covered by this Agreement who tenders their resignation, is laid off or dismissed.

5.04 Bulletin Boards

The Agency will provide bulletin boards and a digital bulletin board for the posting of bulletins and Union notices. A Union official shall sign union notices and copies forwarded to the CEO or their designate or the People and Culture Director of the Agency. Bulletin boards will be provided by the Agency at 58 Sumach Street and also at all locations where Bargaining Unit members regularly work. The Agency will provide digital bulletin boards and access available to all Bargaining Unit members, at all locations.

5.05 Union Meetings

The Union shall make a written notification and provide with four (4) weeks' notice for regular meetings and two (2) weeks' notice for ad hoc meetings, to the CEO, their designate, or the People and Culture Director of the Agency to have the right to hold meetings of the membership on Agency property.

ARTICLE 6 – UNION/MANAGEMENT RELATIONS

6.01 Union Management Consultation Committee

(a) The Union and Agency shall each name four (4) representatives to the Union/Management Consultation Committee. If further representation is felt to be necessary by either side, such a request shall be made in writing by one side to the other, five (5) working days in advance of the meeting. The Committee shall be convened at least every three (3) months or when deemed necessary by either Union or Management. In the latter case, a meeting shall be convened within five (5) working days after written request by either party. Such notice shall contain the proposed agenda.

(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. Particular matters for discussion shall include all things relating to the provision of services.

(c) Chairing of the meetings shall rotate between the Union and the Agency Representatives. Having consulted with both parties, it is the responsibility of the chairperson to finalize and distribute to both parties the agenda for such meetings five (5) working days in advance of such meetings.

By mutual agreement between Union and Management, items may be added to the agenda up to and including the day of the meeting.

(d) Committee members shall not suffer loss of pay or benefits for time spent in attendance at Committee meetings convened under this Article.

(e) The Agency shall provide a secretary to type minutes and send copies of said minutes to each of the parties within five (5) days of the meetings.

(f) The Agency and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis, with the goal of equitable and reasonable distribution of workload. The Agency acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review. It is therefore agreed that workload will be a standing agenda item at Union-Management Consultation Committee meetings. The Agency will implement Committee recommendations and/or decisions within eight (8) weeks of the meeting in which the decision was made unless mutually agreed upon to extend timelines.

6.02 Stewards

- (a) The Union shall elect or appoint up to two (2) Stewards at each work location, one of whom it shall designate as Chief Steward.
- (b) The Union shall notify the Agency in writing of the names of the Stewards within fifteen (15) working days after the date of the signing of this Agreement, and the Union will inform the Agency of any changes in the list of Stewards within ten (10) working days of the change.
- (c) It is understood that Stewards will not absent themselves from their regular duties unreasonably in order to deal with grievances. In accordance with this understanding, the Agency will compensate the Steward and any grievor for any loss of pay for time spent at meetings with the Agency or for time spent by Stewards in the investigation or processing of grievances. No Steward will leave their work without first notifying their supervisor. A Steward will, upon request by their Supervisor, give a reasonable explanation of why they deem such action necessary.

6.03 Bargaining Committee

It is recognized for the purpose of negotiations for the renewal of the Collective Agreement that the employees who are members of the Union Negotiating Committee shall not suffer loss of pay for hours spent in negotiations during normal daytime working hours. Compensatory time will be given for after-hours time spent on negotiations for the renewal of this Collective Agreement provided negotiations are productive. The Union Negotiating Committee shall consist of five (5) bargaining unit members. The Committee shall be allotted 67.5 hours for preparation of proposals for bargaining and shall not suffer loss of pay for these hours.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01**
- (a) For the purpose of this Agreement, a grievance is defined as a claim by an employee or a group of employees, or by the Union, or by the Agency, that there has been a violation, misinterpretation, improper application or faulty administration of one or more of the particulars of this Agreement. It is further agreed that if there is a difference between the Union and the Agency as to whether a matter is arbitrable or grievable. An earnest effort shall be made to settle disputes fairly and promptly in the following manner:
 - (b) At all stages of the grievance process, one (1) working day's notice must be given by both Union and Management as to who is attending any meetings. The supervisor or Manager and employee involved in the grievance must be present at all meetings during this process. Both parties agree that the employer and the union will have equal representation in attendance.
 - (c) After a grievance has been initiated by the Union, the Agency's representatives shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
 - (d) A grievance settled satisfactorily within the time allowed shall date from the time the grievance was filed.
 - (e) The Agency and the Union must communicate to all new employees that grieving within the probationary period will not adversely affect their job performance evaluation.
 - (f) At any stage of the grievance or arbitration procedure, the parties may have the assistance of witnesses in the employ of the Agency. All reasonable arrangements shall be made to permit the conferring parties, or the arbitrator to have access to any part of the Agency's premises, to view any working conditions that may be relevant to the settlement of the grievance. The CEO or their designate shall be informed of any visits.

- (g) Employees involved in the grievance and arbitration procedure shall not suffer loss of wages or seniority during such process. This clause does not apply to the grievor in the case where the grievance is settled in favour of the Agency and where the penalty to the grievor included loss of wages, benefits or seniority.

7.02 Grievance Procedure

(a) Complaint

It is the mutual desire of the Agency and the Union that employee complaints shall be addressed as quickly as possible. If an employee has a complaint, they shall be encouraged to discuss it with their immediate supervisor prior to resorting to the Grievance Procedure outlined herein. An employee presenting a complaint to a supervisor may be accompanied at that time by one (1) steward and the supervisor may be accompanied by one (1) management staff. A minimum of one (1) working days' notice must be given.

Attempts at such informal settlement of complaints shall not exceed five (5) working days. Within the time limits, complaints that are resolved will be signed off by both the employee and the supervisor.

(b) Step 1

Failing settlement at the complaint stage, the Union may file a grievance on behalf of an employee to the appropriate supervisor within twenty (20) working days after the circumstances giving rise to the grievance have occurred, or the date the employee ought reasonably to have become aware of such circumstances. The grievance shall be in writing on a grievance form, shall include the nature of the grievance and the remedy sought. The Union and Management shall meet within five (5) working days of the grievance being filed after which the supervisor shall deliver their response in writing to the Union within five (5) working days. The Agency will forward a copy to the grievor.

(c) Step 2

Failing settlement at Step 1, the Union may submit the grievance in writing to the CEO or their designate or People and Culture Director within ten (10) working days. A meeting will then be held between management, including the CEO or their designate or People and Culture Director and the Union. Such meeting shall be held within ten (10) working days of the submission of the grievance at Step 2 unless extended by the agreement of the parties. It is understood that a National Representative of the Canadian Union of Public Employees may be present at such meetings at the request of either party (the Agency or the Union). The Agency shall deliver a decision in writing within five (5) working days of the meeting to the Union. The Agency will forward a copy to the grievor.

Grievances filed directly at Step 2 shall be filed within twenty (20) working days after the circumstances giving rise to the grievance have occurred.

(d) Step 3

Failing a satisfactory settlement being reached at Step 2, the Union or the Agency may decide to refer the dispute to arbitration not later than thirty (30) working days after the decision of the CEO or their designate has been received. If no written request is made within the time limit, the grievance shall be deemed abandoned.

7.03 Policy Grievance

It is agreed that a policy grievance relating to the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable, shall originate under Step 2.

7.04 Arbitration Procedure

- (a) Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, administration or alleged violation of this agreement which has been properly carried through all the steps of the grievance procedure outlined above, and which has not been settled, will be referred to an arbitrator at the written request of either of the parties hereto.
- (b) Within fifteen (15) working days of the request by either party that an arbitrator be appointed, each party shall notify the other in writing of the name of its proposed arbitrator.
- (c) Should the Agency and the Union fail to agree on an arbitrator within twenty (20) working days of the notification mentioned above in 7.04(b), either party may request that the Minister of Labour appoint a person to act as an arbitrator pursuant to the provisions of the Ontario *Labour Relations Act, 1995*.
- (d) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (e) The decision of the arbitrator selected in the above manner shall be final and binding on both parties.
- (f) The arbitrator shall not have the power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- (g) Each of the parties to this Collective Agreement will jointly bear the costs of the arbitrator.
- (h) At any stage of the arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or arbitrator(s) to have access to the Agency's workplace to view any working conditions, which may be relevant to the settlement of the grievance.

7.05 Mediation

Prior to filing for arbitration, the parties will retain the services of a private firm to provide grievance mediation services in respect of the grievance. However, it is also agreed that both parties, by mutual consent, may agree to waive the mediation process. The cost of the mediation service will be shared equally by the Union and the Agency.

7.06 Time Limits

- (a) The time limits fixed in the grievance and arbitration procedure may be extended by consent of the parties to this Agreement. Such request must occur prior to the expiration of the timeline of the step for which it is being requested.
- (b) If the Union does not adhere to any of the timelines noted in any step of the grievance procedures, the grievance will be deemed to be abandoned. If the Agency does not adhere to any of the timelines noted in any step of the grievance procedures, the grievance will be deemed to have been settled in favour of the Union at the step immediately preceding the step where the timeline has not been adhered to.
- (c) Timelines for responses in the grievance process are limited to when the Union received the response and not when the grievor receives their response.

7.07 Discipline and Discharge Grievances

- (a) Discharge or discipline grievances shall first be heard beginning at Step 2.
- (b) In cases of discharge or discipline, the burden of proof of just cause shall rest with the Agency. In subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the original discharge or discipline notice to the employee as set forth in Article 8.02.
- (c) An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period preceding such discharge or suspension, or by another arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a board.
- (d) Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any awards made under this Article.

ARTICLE 8 – DISCHARGE AND DISCIPLINE

8.01 Investigations

People and Culture shall notify an employee in writing of any expression of dissatisfaction (8.01 Investigation Letter) concerning their work, or of any other concern, complaint or accusation that may be detrimental to the employee's advancement or standing with the Agency, whether or not it relates to their work, within twenty (20) days of the expression of dissatisfaction, concern, complaint or accusation coming to the attention of the Agency. This written notification shall be given to the employee, with copies to the Union and the CUPE Representative(s). It shall include particulars of the nature of the Agency's expression of dissatisfaction concerning the employee's work, or of the concern, complaint or accusation in issue including the date of the incident, a summary of the events of concern, identification of the policy, procedure, legislation, or article of the collective agreement that was violated. This written expression of dissatisfaction shall also include notification of the date, time, and location of the meeting that will be held and serve the purpose of providing the employee with written notification. If this procedure is not followed, the Agency's written notice shall not become part of the employee's record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters.

In matters related to violations of the Ontario Human Rights Code or acts of workplace violence or harassment (*Occupational Health and Safety Act (OHS)*), prior to providing its written notification to the employee, Union and CUPE Representative(s), People and Culture may choose to meet with the employee as part of its consideration of and/or investigation into the issue in question. Where such a meeting takes place, the Employer shall not engage in any discussion or exchange with the employee regarding the matter of concern without a representative of the Union present. Further, the employee's reply to such expression of dissatisfaction, concern, complaint or accusation shall become part of their record.

Any employee who is identified as a witness to an incident that has led to an 8.01 Investigation meeting will be advised as such and invited to a confidential meeting. People and Culture will ensure that a Union Representative will be present for this meeting.

8.02 Discipline or discharge

Discipline or discharge may only be affected upon the authority of the CEO or their designate. At the time of the imposition of discipline or discharge, the employee shall be given written reasons for the disciplinary action being taken unless they are a danger to themselves or others. The employee shall be accompanied by their Steward or Union Representative who shall be

advised in advance by the Agency of the time and place of the meeting. A copy of the disciplinary letter will be given to the Union and CUPE Representative(s).

A failure to conform with the requirements of this clause shall render the discharge or discipline null and void. However, if the employee refuses to be accompanied by their Steward or Union Representative at the meeting, the discipline or discharge will not be null and void.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

8.03 Employees who are off shift but are required to attend an investigation or disciplinary meeting will be paid for a minimum of two (2) hours at their straight time rate.

8.04 Probationary Employees

A probationary employee may be discharged by the Agency at any time during the probationary period. Should a probationary employee be discharged, the Agency shall be required to show that it acted reasonably in judging the employee to be unsuitable for employment with the Agency.

ARTICLE 9 – PERSONNEL FILES

9.01 An employee shall, upon giving two (2) days advance notice to the CEO or their designate, have access to and be allowed to review their personnel file. It is understood that such files shall be kept under lock and key at all times.

9.02 No evidence from the employee's record, of which the employee had not been made aware, may be introduced as evidence in any hearing. An employee shall have the right to make copies of any material contained in their personnel file.

9.03 Eighteen (18) months following a discipline action, such documentation of suspension or disciplinary shall be removed from the employee's record and shall not be used against them, except for letters of reprimand relating to harmful acts of aggression or violence, which shall be kept on file for twenty-four (24) months.

ARTICLE 10 – SENIORITY

10.01 Seniority is defined as the length of continuous service since the last date of hire and shall be used in determining preference or priority for promotions, transfers, lay-offs, permanent reduction of the workforce, recall, vacation and shift preference.

10.02 Where an employee chooses to leave the bargaining unit by applying for and accepting a management position, the employee shall not lose bargaining unit seniority if, during the first three (3) months of employment in the management position, either the employee or the Agency determines that the employee is better suited for their former bargaining unit position. In these circumstances, the employee will return to the bargaining unit in their previous position. If the employee's former position is not available, the employee may move into another vacant position at the same level providing the employee has the requisite skills, ability and qualifications to perform the job.

An employee will not lose or accrue bargaining unit seniority if they choose to accept an appointment (secondment) to an acting management position that lasts for up to six months. If an extension beyond the six months is needed, the Agency will meet with the Union to agree on a process for the extension. In these circumstances, at the end of the six months, or later

period to a maximum of 24 months as may be agreed to, the employee will return to their original bargaining unit position, with no loss or accrual of seniority. Once an appointment (secondment) has exceeded 24 months, an employee may not return to the bargaining unit.

Bargaining unit seniority will not be accrued when an employee is working in a management position.

10.03 The Agency shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be posted on all bulletin boards in the months of January, April, July and October of each year. Seniority of people hired the same day will be determined alphabetically by surname.

10.04 An employee shall not lose seniority if absent from work because of sick leave, accident, lay-off or leave of absence approved by the Agency. An employee shall only lose seniority in the event of the following:

- (a) Dismissal for just cause,
- (b) Resignations (Resignations will not be considered permanent until a period of five (5) business days have passed from the date of the resignation being submitted.),
- (c) Lay-off for twelve (12) consecutive months,
- (d) Leave of absence longer than twenty-four (24) months,
- (e) An employee fails to submit a clear Vulnerable Sector Criminal Reference check,
- (f) Failure to report back to work after a recall notice, unless unable to do so because of personal illness or other reason acceptable to the Agency,
- (g) Where the employee is a Relief Staff employee, the Relief Staff employee shall lose seniority if they have been offered shifts and has not worked a Relief shift for two (2) consecutive months, unless the Relief Staff employee is on an approved leave of absence.

10.05 (a) Where a full-time employee transfers to a part-time bargaining unit position, seniority shall be converted on the basis of one (1) calendar year of service equals 1820 hours worked.

(b) Where a part-time employee transfers into a full-time bargaining unit position, seniority shall be converted on the basis of 1820 hours worked equals one (1) calendar year of service.

ARTICLE 11 – POSTINGS AND APPOINTMENTS

11.01 Management will establish minimum job specifications and qualifications for all positions within the Bargaining Unit and this shall be done in consultation with Union representatives. (See Schedule "C" for Process).

11.02 Job Security

(a) In order to provide job security for the members of the Bargaining Unit, the Agency agrees to not contract out any work or services performed by bargaining unit members, in whole or part, that would result in a layoff of any bargaining unit member.

(b) To the extent permitted by the Agency's resources it will endeavour to keep filled all existing staff positions and will keep the Union informed through the Union/Management Consultation Committee in this regard.

(c) Teachers hired to provide instruction, support, and services relating to music within the Dixon Hall's program departments (i.e. Seniors' Services, Housing Services, Children and Youth, Employment Services) will be selected from a pool of music teachers currently employed by the Dixon Hall Music School. Only where a music teacher from the Dixon Hall

Music School is unavailable to provide these services will the program department seek to hire from outside the Agency.

11.03 Contract Employees:

Long Term Contract Employees:

A Long-Term Contract Employee is a person hired for a definite term or task to replace employees off work due to illness, vacation or leave of absence or a person hired for a specific project assignment. Long Term Contract Employees are employees whose contract shall be longer than 3 months but less than 12 full months. If the contract employee's term exceeds (1) one year, the employee will be confirmed as a permanent employee and will have their seniority retroactively established to the start date of their contract. Long Term Contract employees shall enjoy all Union privileges while employed on contract.

Temporary Short Term Contract Employees:

A Temporary Short Term Contract Employee is a person hired for a short-term assignment of 3 months, 12 weeks or less. Employees shall be entitled to rights and privileges as set out in Schedule F – Part Time Employees. If an employee hired on a Temporary Short-Term Contract works beyond 3 months or 12 weeks they will be entitled to the rights and privileges as set out for Long Term Contract Employees. Employees shall be entitled to seniority accrual based on hours worked to a maximum of 1820 hours per year. Employees will be eligible while on layoff to apply for any posted positions and they will be treated as internal candidates for such purpose.

Seasonal Worker:

Seasonal employees will be laid off at the end of each term of employment and will be recalled the next season in order of seniority and Article 14 shall not apply. Seasonal employees will lose seniority if they choose not to return to their seasonal position when recalled. However, such employees will be eligible while on layoff to apply for any posted positions and they will be treated as internal candidates for such purpose.

11.04 Postings

The Agency will post vacancies within two (2) weeks of becoming aware of such vacancy. Where posting of the vacancy within two (2) weeks is not possible, the Agency will provide a written explanation to the Union within the two (2) week period, including the reason and expected length of delay. The Agency shall not unreasonably delay the process.

The People and Culture team will email all Agency employees' work e-mail to provide notice of the vacancy or new position which at the start of the posting period and will be open for at least ten (10) working days and shall contain the following information: Job description, and job posting details including the job number, where to apply and, minimum job specifications and qualifications, and salary range.

Internal applications shall be clearly marked "Internal" with the job number.

The People and Culture Department shall post all external postings shall state that this is a CUPE unionized workplace. All external resumes received before the completion of the internal hiring process shall be held until such time as the internal hiring process is completed.

The People and Culture Department will collect, separate and store all internal and external applications using its Applicant Tracking System (ATS).

New employees who are still on probation may not apply for other positions within the Agency until their probation period is completed. Exceptions may be made in cases where an employee specifically meets the listed job qualifications for the job.

11.05 The Agency agrees to acquaint potential employees with the fact that Dixon Hall has a policy on Race and Ethnic Relations and Employment Equity, a policy on local hiring, of our Mission Statement, and programme specific service boundaries, 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.

11.06 Application for employment shall be made electronically via the Agency's Applicant Tracking System (ATS). The People and Culture Department will process all applications for employment. All hiring's will be approved by the CEO, their designate, or the People and Culture Director and confirmed in writing by the People and Culture Department.

Upon request, the Employer will provide assistance or accommodation with the application process.

11.07 In filling vacancies or new positions, the most senior applicant who meets the minimum job specifications and qualifications of the job posting shall be awarded the position. In certain cases, internal applicants may be required to participate in an assessment to demonstrate their ability to meet the minimum job specifications and qualifications.

11.08 A letter of confirmation shall state clearly the specific details of employment, such as: starting date, job title, job description, job classification, salary rate or range, starting salary, employee benefits and other conditions of employment such as the check-off of Union dues. A copy of this Collective Agreement will be included with the letter of confirmation. Copies of letters of confirmation shall be given to the Union within fifteen (15) working days from the start date.

ARTICLE 12 – PROBATIONARY EMPLOYMENT/TRIAL PERIOD

12.01 Probation Period

(a) Newly hired full-time and part-time employees will be on probationary status for 90 calendar days (Employment Standards Act) from their employment start date. They will be provided with a written assessment of their performance at the end of sixty (60) calendar days and again at the end of ninety (90) calendar days.

Newly hired Relief/Casual employees will be on probation for six (6) months from their employment start date. They will be provided with a written assessment of their performance at the end of four (4) months and again at the end of six (6) months.

At the end of the ninety (90) calendar days, the employee will either be confirmed as a permanent employee, or have probation extended for not more than two (2) further months, or be terminated in writing, copied to the Union.

In the case of contract employees who successfully complete probation, the Agency shall confirm this in writing to the employee, with a copy to the Union.

(b) In the event of a new employee moving to a different classification within the Bargaining Unit during their probation period, they will be required to continue their probationary period in that position in accordance with 12.01(a) above.

- (c) After the probationary period has expired, if the employee has been confirmed in employment, their seniority shall be retroactively established effective the date of last hire in the Bargaining Unit.

12.02 Rights During Probation

- (a) A probationary employee, as defined in Article 12.01, shall be entitled to all rights and benefits of the Collective Agreement, other than Article 13 (Restructuring) Article 18 (Sick Leave), Article 19 (Leaves of Absence) except 19.05, Article 21.02 (RRSP), Article 21 (Benefits), Article 22 (Professional Development) and subject to this Article.
- (b) A probationary employee will accumulate vacation days in accordance with Article 17.01 but shall not be entitled to take vacation days with pay until completion of probation.
- (c) A probationary employee will be entitled to paid holidays in accordance with Article 16.01, with the exception of the floater days.
- (d) A probationary employee (as defined in Article 12.01) shall be entitled to accumulate one (1) day sick leave per completed month of service for continuation of pay when absent due to illness, injury, disability for themselves or an immediate family member. "Immediate family" is defined as spouse, common-law spouse and dependents.

12.03 Trial Period

- (a) Where a seniority employee is the successful applicant for a permanent position within the Bargaining Unit, the employee shall be placed on trial in the new position for a period of forty (40) working days or two (2) months, whichever comes first.
- (b) During the trial period they will receive the appropriate training for the position. At the end of the forty (40) working days or two (2) months, as the case may be, employees on trial in a new position will either:
 - (i) Be confirmed in the new position,
 - (ii) Have the trial period extended for up to another forty (40) working days, or two (2) months, whichever comes first, or;
 - (iii) Be returned to their former position.
- (c) In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable 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 position shall also be returned to their former position, salary rate, without loss of seniority.

12.04 Probationary Employment/Trial Period

In the first year of employment, sick and vacation leaves will be prorated to the employee's start date.

ARTICLE 13 – RESTRUCTURING

- 13.01** Dixon Hall recognizes the possibility of ongoing restructuring. Therefore, the Agency shall provide the Union with at least thirty (30) calendar days written notice of any major technological and/or organizational change, including any partnership, merger or amalgamation discussions upon a decision by the DHNS Board of Directors to begin in due diligence process

in order to allow the Union to make any representations it wishes to the Agency prior to a final decision being made. Such notice will include information regarding the nature of the change, the dates on which the Agency proposes to effect such change, and the impact of such change on employees.

- 13.02** Any reports or recommendations made to the Board dealing with matters of job-gapping, work-sharing, reassignment or termination of services, and special events which may necessitate changing work hours of employees within this Bargaining Unit, shall be communicated to the Union in accordance with the above.
- 13.03** Where as a result of technological and/or organizational change, new or greater skills are required than are already possessed by affected employees, the Agency will provide such employees with applicable training with no loss of pay or benefits to the employee where it can reasonably be expected that the employee(s) affected will be able to upgrade their knowledge and/or skills in a reasonable period of time.
- 13.04** No bargaining unit employees shall have their regular workload increased beyond a reasonable level as a result of restructuring.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01** In the event of a proposed layoff of a permanent nature or the elimination of a bargaining unit position, or a reduction of hours **for a period of 30 days or longer** and prior to issuing individual layoff notices, the Agency shall not withhold such plans and will provide at least forty-five (45) calendar days advance notice to the Union. Following such notice, the Agency will hold discussions with representatives of the Union within ten (10) calendar days to discuss alternatives in order to afford the Union a reasonable opportunity to consider them and, if deemed necessary by the Union, of making representation to the Agency prior to its final decision. The Union will be provided with all pertinent staffing and financial information at the same time as notice is given.

It is agreed that situations may occur where forty-five (45) days' notice cannot be given because funders have given shorter notice to the Agency. Where this is the case, the Agency will inform the Union as soon as the information becomes available to it.

- 14.02** An employee who has completed probation may only be laid off:
- (a) Subject to recall rights, if there is a supporting financial reason to warrant the layoff.
 - (b) At the end of an agreed term of employment.
- 14.03** No full-time employee shall be laid off by reason of their duties being assigned to one or more part-time employees.
- 14.04** Layoff Procedures
- (a) In the event that the Agency decides to proceed with layoffs, it agrees to hold discussions with the Union with respect to procedures that will be applied for the redeployment of staff (where such redeployment is possible). In the event of redeployment, employees shall receive pre-work training as appropriate.
 - (b) The Agency agrees to provide any bargaining unit employee who is laid off for a period longer than the period of a temporary layoff as defined in the *Employment Standards Act, 2000* (as amended or replaced from time to time) with notice of layoff, or pay in lieu of such notice, in accordance with its obligations under the Ontario *Employment Standards Act, 2000*, as amended or replaced from time to time. The Agency will endeavour in all circumstances of layoff to provide additional written notice where reasonably possible.

- (c) An employee in receipt of a layoff notice may:
 - (i) Elect to bump an employee with less seniority provided the employee exercising such right has the ability to meet the minimum job specifications and qualifications of the job or possesses the equivalent skills or experience. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the layoff provisions of this Collective Agreement. The Agency will, on the request of an employee who has been given notice of layoff, provide that employee with the job description(s) for those positions in the bargaining unit into which that employee could bump.
 - (ii) Elect to accept layoff and maintain recall rights, subject to the terms of this Collective Agreement; or
 - (iii) Elect to accept layoff, relinquish recall rights and accept a separation allowance of one (1) weeks' salary for each year of employment, plus a prorated amount for any additional partial year of employment to a maximum of eight (8) weeks.

14.05 Rights During Layoff

- (a) An employee who will be laid off after the application of Article 14.04 will be eligible for one paid day per week to a maximum of four (4), for the purpose of job search. Such days shall be taken at a time mutually agreed upon by the employee and their supervisor. Permission will not be unreasonably denied.
- (b) In the event of a layoff of an employee, the Agency shall pay its share of insured premiums for three (3) months after the month in which the layoff occurs. After such period, the employee may elect to pay the premiums as long as they maintain recall rights, pending approval by the insurance carrier.
- (c) Employees shall continue to accumulate seniority while on layoff, subject to Article 10.03.
- (d) Employees on lay-off shall provide the Agency with an effective mailing address. Employees on layoff shall receive, at their last notified mailing address and/or their personal email address and the employee's Dixon Hall email address, all notices pertaining to staff matters and vacancies, and all amendments to this Agreement. Employees on layoff must then apply for vacant positions within ten (10) working days of receipt of notice of vacancy.
- (e) Applications made by employees on layoff will be separated from other applications and considered before any other internal or external applications are reviewed. Employees who are on layoff shall be given preference by seniority for temporary vacancies provided they meet the minimum job specifications and qualifications of the job and 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.

14.06 Recall Procedures

- (a) Employees shall be recalled to available permanent openings, in order of seniority, provided they have the ability to meet the minimum job specifications and qualifications of the job or possess the equivalent skills or experience. The posting procedure shall not apply until those laid off have been given the opportunity of recall.
- (b) Recall notices will be sent to an active mailing address and/or personal email address. Within ten (10) working days of the date of recall notice employees on layoff shall indicate their intention to return to the Agency's employ or shall resign. The Agency will

endeavour as far as is practicable, to accommodate laid off employees in the matter of restart days.

- (c) The Agency shall notify and update the Union on a monthly basis of any employee(s) on recall and the status of such recall.

14.07 Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 The hours of work for employees shall be thirty-five (35) hours per week, excluding meal breaks, except for employees who work at the shelters and respite sites whose regular hours of work shall be forty (40) hours per week, including meal breaks.

Staff who are required to clock-in and clock-out who fail to clock-in at beginning of their shift or to clock-out at the end of their shift will be docked 30 minutes pay after 5 occurrences except in extenuating circumstances.

15.02 Employees within the same classification may exchange shifts from time to time with the prior approval of their supervisor, which shall not be unreasonably denied.

15.03 (a) Employee will be provided with sixty (60) calendar days' notice to any change to the regularly scheduled hours and location of work of the employee, with all changes copied to the Union. Changes to the regularly scheduled hours and location of work may be made with less than sixty (60) calendar days with mutual agreement with the Union, or where required by funders. Management will determine schedules and hours of work required for each position according to the operational needs of the agency.

(b) Monthly Scheduling

In all twenty-four (24) hour operations and any programs where staff must be replaced with relief staff in their scheduled absence, employees must adhere to the procedures in order to request time off in each four-week scheduling period.

A schedule covering four (4) weeks will be posted by the Agency ten (10) days in advance of the first day of the schedule.

Requests for time off during that scheduling period must be received by the Agency by four (4) pm at least four (4) working days in advance of the posting date, as per the Agency's annual scheduling calendar.

In the event of special circumstances requests for time off made outside these timelines shall not be unreasonably denied.

The annual scheduling calendar outlining all dates will be developed, circulated via email and posted by management. Dates will be adjusted to account for any statutory holidays in the year.

15.04 In filling vacant shifts as a result of sick leave, vacation or similar circumstances, employees who work less than full-time hours may indicate their interest in being in the relief pool and will provide the Agency with their availability outside their regular working hours. The Agency will offer additional shifts to qualified part-time employees, in accordance with paragraph 4 of Schedule "F". No such employee will be allowed to work beyond thirty-five (35) hours per week where there are other employees in the relief pool who have availability for additional shifts. The Agency agrees

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

15.05 All employees working longer than a three (3) hour shift shall be permitted a daily rest period of twenty (20) minutes, taken at the employee's option. In addition, an employee shall be provided with a minimum one-half (1/2) hour unpaid eating period at such interval as will result in an employee working no longer than five (5) consecutive hours without an eating period.

15.06 Shift Premium

All hours worked between 11:30 p.m to 7:30 a.m will be compensated with a shift premium of one dollar (\$1.00) per hour worked during this time period.

15.07 Overtime

An employee who is authorized by their supervisor to perform work exceeding one-half hour over and above the normal work week as defined in Article 15.01, shall be compensated on the following basis:

- (a) For any overtime hours worked up to forty-four (44) hours in a work week, an employee will receive the equivalent hours off with pay ("compensatory time"). An employee may accumulate this compensatory time.
- (b) For any overtime hours worked above forty-four (44) hours in a work week, an employee will be compensated at time and one half of the employee's regular straight time hourly rate.
- (c) Scheduling of compensatory time off requires prior authorization of the employee's supervisor and may be taken in conjunction with other leaves, at the discretion of the supervisor. Such permission will not be unreasonably withheld.

The Agency has the right to ensure that compensatory time is used up in a timely manner. Such decisions will not be made without consultation with the employee.

The Agency shall be responsible within the limits of its resources to ensure that the job of the employee on overtime leave will be looked after.

- (d) If an employee leaves their employment for any reason, or if the employee is unable to schedule compensatory time off within six (6) months of its accumulation, such employee shall be entitled to a payout of any accumulated compensatory time.
- (e) Seasonal workers will have compensatory time paid out on their regular pay, rather than a lump sum amount at the end of the season of work.
- (f) Employees who attend overnight excursions with youth, clients, or residents shall be compensated for an additional eight (8) hours straight time pay for every twenty-four (24) hour period.

15.08 Staff Meetings

Employees off shift who are required to attend staff meetings will be compensated a minimum of two (2) hours straight time plus up to one (1) hour travel time for each such meeting attended.

15.09 Transition from Full-time/Part-time to a Relief Pool

When a full-time/part-time employee wishes to change their employment status and become a member of the Relief Pool within their department, the employee must follow these steps:

- (a) Place a formal request to be moved, with a minimum of two (2) weeks' notice, to People and Culture while also copying the Relief Pool Manager and their full-time/part-time Manager.
- (b) People and Culture will respond to the request to move within five (5) business days of the request being placed by the employee. The Relief Pool Manager and the full-time/part-time Manager will also be notified of the response.
- (c) Upon receiving approval of the request to move, the employee will resign from their full-time/part-time position and be provided with a new employment agreement for the Relief Pool job into which they are moving by People and Culture.

ARTICLE 16 – PAID HOLIDAYS

16.01 The following fourteen (14) holidays shall be granted with pay:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada (Dominion) Day	

Three (3) floater days which can be used for emergencies with same-day notice.

16.02 When a statutory holiday falls on a Saturday or Sunday, the Agency will observe the holiday on either Friday or Monday, in keeping with general practice in the community.

16.03 The Agency will close at noon on the last workday that falls immediately prior to Christmas Day and New Year's Day. Employees working shifts on these days shall be provided compensatory time equivalent to half their shifts.

16.04 (a) When an employee is required to work on a paid holiday, the employee shall be paid at the rate of time and one half (1 1/2) for all hours worked on such holiday. In addition, the employee will receive one (1) day's pay at their regular rate of pay. If the employee so elects, they shall be entitled to compensatory time off.

When an employee who is scheduled to work on a paid holiday calls in sick for that scheduled shift, the employee will not be entitled to the one (1) day pay at the regular rate of pay.

(b) Where an employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday or is called back to work after having completed a regular shift on a paid holiday, such employee shall be entitled to compensatory time off at a rate of two (2) hours for each authorized hour of overtime.

16.05 When any of the above-noted paid holidays fall on an employee's scheduled day off, the employee shall receive one (1) days at their regular rate of pay.

16.06 An employee in receipt of benefits under the Long-Term Disability Plan shall not be entitled to payment for any holidays listed in Article 16.01 during the period of disability leave. Should the employee be absent for a period of one (1) year or more they would not be entitled to vacation or vacation pay for the period of absence.

ARTICLE 17 – VACATION

17.01 All employees who have completed their probationary period of employment shall be entitled to vacation days on the following basis:

- (a) First year of employment, one and one-quarter (1.25) days each month of employment, to a maximum of fifteen (15) days.
- (b) Second and subsequent years of employment, four (4) weeks.
- (c) Ten (10) and subsequent years of employment, five (5) weeks.
- (d) Employees who regularly work less than a thirty-five (35) hour work week shall have their vacation pro-rated accordingly.

Vacation days will be paid at a rate equivalent to the employee's normal daily or hourly rate of pay.

17.02 (a) Employer Release Days are classified separately from Vacation Leave and may only be used after an employee has taken all their vacation leave carry-forward and vacation leave accrual for the current calendar year. Employer Release Days may then be used in combination with vacation leave but may not be carried-forward to the following calendar year. Should an employee leave employment with the Agency before the Employer Release Days are used in the calendar year in which they are accrued, the unused days have no compensatory value. If an employee leaves employment with the Agency and has taken Employer Release Days that have not yet been earned, the employee would be required to repay the Agency for the Employer Release Days taken but not yet earned.

Employees who have worked for the Agency for periods longer than fifteen (15) years will be entitled to Employer Release Days of the following basis:

- (a) Fifteen (15) and subsequent years of employment, one (1) week.
- (b) Twenty-five (25) and subsequent years of employment, two (2) weeks.
- (c) Thirty-five (35) and subsequent years of employment, three (3) weeks.

Employer Release Days will be paid at a rate equivalent to the employee's normal daily or hourly rate of pay during the payroll period in which they are used.

(b) Vacation Request Procedures – High Peak Periods (Summer/Christmas)

Vacation Leave requests are to be submitted using the ADP Workforce Now payroll system. Employees wishing to use seniority as the determining factor in vacation approval process for high peak periods in the calendar year must submit their vacation requests as follows:

Vacation Request Procedures – Summer Schedule:

- Vacation Request for the period of June 15th to September 15th.
- Request for time off for this period to be submitted no later than April 1st each year.
- Approvals for vacation request to be posted by the 15th day of April.

Vacation Request Procedures – Christmas and New Years:

- Request for time off over the Christmas and New Year's period, December 15th to January 15th are to be submitted no later than October 1st.

- Approval for vacation request to be posted by the Agency no later than October 15th.
 - Should no notice be given for use of vacation leave by September 15, the employer may proceed with scheduling the employee for their vacation.
- (c) Employees must provide their vacation requests to their Manager at least six (6) weeks in advance of the proposed start date of the vacation. Managers will respond to the vacation request within five (5) working days. Where possible, every effort will be made to accommodate employees in their choice of vacation times. Where one (1) or more vacation requests are received for the same time period, the vacation will be granted by seniority.
- Vacation requests made without the requisite six (6) weeks' notice will not be granted by seniority. Requests with less than six (6) weeks' notice will be approved unless a valid reason is provided to the employee in writing. The Employer will respond within two (2) working days of request being submitted.
- (d) Employees shall take all of their vacation yearly. Employees may bank up to two (2) weeks' vacation time to be taken the following year provided they have taken the minimum amount of vacation leave time required under the Employment Standards Act (ESA). Accumulated overtime to a maximum of two (2) weeks may be used in conjunction with vacation credits.

- 17.03** The vacation year is January 1st to December 31st. Employees starting after January shall have their vacations pro-rated accordingly.
- 17.04** In computing vacations, a working day means a normal business day, Monday to Friday inclusive. Should a statutory holiday fall within a vacation period, an extra day will be added to the vacation period.
- 17.05** Should an employee be on sick leave or under Workplace Safety and Insurance Board benefits prior to a scheduled vacation period and the illness extends into the vacation period, the employee shall be considered to be on sick leave until recovered, and the vacation rescheduled.
- 17.06** Where an employee's scheduled vacation is interrupted due to illness or injury, the employee shall be entitled to sick leave in accordance with Article 18. Upon presentation of a medical certificate by a qualified medical practitioner, the portion of the employee's vacation which is deemed to be sick leave will not be counted against the employee's vacation credits and the vacation will be rescheduled.
- 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 19.01. The portion of the employee's vacation, which is deemed to be bereavement leave, will not be counted against the employee's vacation credits and the vacation will be rescheduled.
- 17.08** Should employment be terminated for any reason; the employee shall be granted vacation pay in accordance with the above provisions.

ARTICLE 18 – SICK LEAVE

- 18.01** Paid sick leave is for the sole and only purpose of protecting a post-probationary employee against loss of income when the employee or a member of the employee's immediate household

is legitimately ill or injured, and for which compensation is not payable to the employee under the *Workplace Safety and Insurance Act, 1997*.

- 18.02** (a) All employees shall be entitled to continuation of pay when absent due to illness, injury or disability of an immediate family member up to a maximum of one hundred and forty (140) working hours within each calendar year. "Immediate family" is defined as spouse, common-law spouse and dependents.

Employees shall receive thirty-five (35) hours on January 1 of each year and then will be eligible to accumulate eleven point sixty-seven (11.67) hours of paid family leave for each full calendar month of employment, effective April 1st. Such paid family sick leave will be awarded at the beginning of each calendar month and may only be taken as it accrues.

The Agency may require the employee to submit a medical note substantiating the need for the employee to care for the spouse or common-law spouse, and dependants, for the third (3rd) and every subsequent absence under which Article 18.02 has been utilized in the calendar year.

- 18.03** Effective on the date of ratification of this Collective Agreement, employees who have completed their probationary period will be eligible to accumulate a maximum of ten and one-half (10 ½) hours of paid sick leave for each full calendar month of employment. Such paid sick leave will be awarded at the beginning of each calendar month and may only be taken as they accrue.

At the end of each calendar year, all unused sick leave hours will be carried over into the next year of employment with the employee being allowed a maximum accumulation of four hundred ninety (490) hours in their sick leave bank. Upon termination of employment, any unused sick leave hours shall be forfeited.

- 18.04** Employees taking more than 210 hours of sick leave in any twelve (12) month period may be expected to provide medical evidence of continued fitness for employment by the Agency.

- 18.05** (a) Notwithstanding Articles 18.01 and 18.03, employees who have completed their probationary period who have a personal appointment with their medical practitioner, which could not be scheduled during non-working hours, shall be entitled to use up to twenty-four (24) hours of accumulated paid sick leave per calendar year for this purpose. The time used to attend such appointments will be deducted from the employee's sick leave bank.

- (b) Notwithstanding 18.01 and 18.03, employees who have completed their probationary period shall be entitled to use up to twenty-four (24) hours of accumulated paid sick leave per calendar year for the purpose of providing elder care for their parent, in-laws, or grandparents.

- 18.06** It is the responsibility of employees to report absence due to illness to their immediate supervisor. For the purposes of backfilling shifts, a minimum of three (3) hours' notice is required except in unusual circumstances.

The Agency may require a certificate verifying illness from a certified medical practitioner when an employee returns to work after twenty-one (21) or more consecutive hours of illness or after thirty-five (35) hours of illness within a thirty (30) day period.

18.07 Where written medical evidence is required to be provided to the Agency pursuant to Articles 18.04 or 18.06, that medical evidence of illness shall be provided by the employee's treating physician and shall include the following:

- (a) The date of the commencement of the employee's illness;
- (b) That there was a need for the employee to be absent from work for medical reasons;
- (c) The estimated time the employee was/will not be fit to work; and
- (d) Where an employee takes more than 210 hours of sick leave in any twelve (12) month period or where the employee has thirty-five (35) or more hours of illness within a thirty (30) day period, the medical evidence shall also include specific details as to the employee's medical limitations and restrictions on the employee's ability to perform the essential duties of their position.

18.08 Where a fee is charged for a doctor's note, the Agency will pay the fee.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave

Employees will be granted leave with pay for up to a maximum of six (6) days at one time for bereavement leave due to a death of the employee's spouse or common-law partner; the employee's father(s), mother(s), and guardians(s); the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brother(s) and sister(s); the grandfather(s) and grandmother(s) of the employee; the father(s) and mothers(s) of the spouse or common-law partner of the father(s) or mother(s); and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

"Common-law partner" means a person who has been cohabiting with an individual on a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

Employees will be granted leave with pay for up to a maximum of three (3) days at one time for bereavement leave due to a death of the employee's aunt(s), uncle(s), or the spouse's aunt(s) or uncle (s)

Employees will be granted leave with pay for one (1) day bereavement leave due to a death of other relative or close friend.

Bereavement leave may be extended beyond limit at sole discretion of Management. Any requests for an extension must be submitted in writing to People and Culture for approval. Employees requesting an extension may be required to provide the Agency with a Funeral Director's Statement of Death, a death certificate, or other official documentation.

19.02 Moving Days

Employees will be granted two (2) days per year, if required, for moving. The request must be made in writing to their direct manager, with a minimum of two (2) weeks' notice. The employee may be asked to provide proof of the new address to the Agency.

19.03 Jury Duty and Witness Leave

Should an employee who would otherwise be at work be required to appear in court or before a similar body for purpose of jury duty or as a witness, the Agency shall grant leave with pay

to the employee with prior notice. Any stipend received for this duty shall be turned into the Agency.

19.04 Pregnancy and Parental Leave

- (a) A pregnant employee shall be entitled to seventeen (17) weeks pregnancy leave and up to thirty-five (35) weeks of standard parental leave if pregnancy leave was taken (one parent cannot receive more than 35 weeks of standard benefits or 61 weeks of extended benefits).

Birth mothers who do not take Pregnancy Leave and all other parents will be entitled to take up to sixty-three (63) weeks parental/adoption leave.

During pregnancy and parental leave, the Agency will provide all benefits; including the Employer RRSP contributions, and seniority and service credits shall continue to accumulate. Long-term disability (LTD) coverage will be suspended for the duration of the leave and restored on the employee's first day back to work following the conclusion of the leave period.

An employee on leave shall be immediately entitled to any changes in the benefits provided for in the Collective Agreement.

- (b) Employees who are on pregnancy leave shall receive, provided they are in receipt of Maternity Employment Insurance benefits, the following payments:
- (i) one (1) week of absence – full pay;
 - (ii) Up to a maximum of fifteen (15) additional weeks, payments thirty percent (30%) above the current EI rate.
- (c) Employees who are on parental/adoption leave shall receive, provided they are in receipt of Parental Employment Insurance benefits, the following payments:
- (i) one (1) week of absence – full pay;
 - (ii) Up to a maximum of thirty-five (35) weeks standard parental leave or sixty-one (61) weeks extended parental leave, payments thirty percent (30%) above the current EI rate;
 - (iii) Except that (i) does not apply in the case of an employee who completes her pregnancy leave and immediately commences parental leave.
- (d) Employees who share the parental leave benefits (thirty-five (35) weeks standard OR sixty-one (61) weeks extended) available to their spouse/partner will receive payments thirty percent (30%) above the current EI rate.
- (e) Partners taking either the additional maximum of five (5) weeks of standard leave or eight (8) weeks of extended leave available for partners will receive payments thirty percent (30%) above the current EI rate.
- (f) Employees who have completed probation and who are not eligible for Employment Insurance benefits will be granted twenty (20) paid working days parental/adoption leave without loss of benefits or seniority, to be taken at any time in the period of three (3) weeks immediately before or three (3) weeks immediately after the birth or adoption of a child.
- (g) Upon returning from pregnancy/parental leave, the Agency shall reinstate the employee in their former position. If the former position no longer exists, they shall be placed in a position in their department of equal rank and value, at the same rate of pay.

- (h) An employee on pregnancy/parental leave shall be entitled upon their return, to any increments due to negotiated pay increases or reclassification, which were affected during the leave of absence

19.05 Union Leave

- (a) The Agency shall grant leave with pay upon request to employees wishing to attend three (3) functions of the Union per year. The Union shall submit such request in writing to the Agency not later than ten (10) working days in advance. The Union will limit each request to three (3) employees for a maximum of fourteen (14) hours per employee per function.
- (b) Management will allow the Union time for internal orientations when requested by the Union. Internal Union orientations shall be conducted by the Union up to four (4) times per year unless otherwise necessary. The duration of these orientations shall be two (2) hours each.

19.06 Special Leave Without Pay

The Agency recognizes that, on occasion, special circumstances may arise whereby an employee may request a leave of absence without pay. Such requests shall be submitted in writing to the CEO or their designate and shall not be unreasonably denied.

19.07 Sabbatical Leave

Permanent employees with a minimum of five (5) years of continuous service with the Agency are eligible to apply for an unpaid leave of absence, as sabbatical leave. Applications for such leave, shall be made to the CEO or their designate (except in the case of a leave of absence of less than two weeks, for which a request may be made to the Department Head), at least three (3) months in advance of the requested start of the leave. The Agency shall continue all benefits, except for those, which the insurance company will not provide to an employee on leave. Employees shall be required to make a commitment to return to the Agency for at least one (1) year's employment - or financially reimburse the Agency three (3) months' pay.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Periods

Employees shall be paid bi-weekly in accordance with Schedule A. The pay slip for each employee receiving a premium or bonus shall indicate separately the base rate and the premium/bonus.

20.02 Travel and Meal Allowances

An employee shall be reimbursed for expenses incurred on behalf of transportation, travel, parking and meals in relation to Agency responsibilities as follows:

- (a) Mileage will be reimbursed at the rate equal to the currently approved Canada Revenue Agency (CRA) mileage reimbursement rate. This payment will be considered to cover all costs including at least \$1,000,000 Public Liability and Property Damage Insurance.
- (b) The Agency will provide TTC fare to employees in advance (or reimburse subsequently) for all trips required for Agency business. Alternatively, the Agency will provide one-third (1/3) the price of a TTC Metropass, if this option would result in a lower cost to the Agency, based on the number of trips the employee takes each month on Agency business. Staff who purchase their own Metropass and subsequently use it on Agency business would be reimbursed at the current Agency purchase price of up to a maximum

of one-third the cost of the Metropass. Staff must provide a statement of the number and purpose of trips taken.

Employees who use their bicycles for Agency business will be reimbursed at the rate of seven (7¢) cents/km. to a maximum of sixty-five (\$65.00) dollars per annum, upon submission of statements.

**Please note that bicycle mileage reimbursements may be considered a taxable benefit under Canada Revenue Agency (CRA) guidelines and, if applicable, will be reflected on employee pay statements.*

- (c) Where attendance at a meeting, program, event, or training results in expenses for meals, such meals shall be reimbursed to a maximum of ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch, and twenty dollars (\$20.00) for dinner.
- (d) When an employee accepts an unscheduled shift with less than two (2) hours notice or where special circumstances arise, such as personal safety, taxi service shall be provided by the Agency.

ARTICLE 21 – BENEFITS

21.01 Benefit Plan

- (a) The Agency agrees to pay 100% of the supplement plan for private hospital accommodation, and 100% of the Extended Health Care Plan, 100% of the Group Life Insurance Plan and the Dental Plan. The employee will pay 100% of the premium for the Long-Term disability plan. Benefits will commence at the end of the three (3) month probationary period.

Long Term Disability – The employee will pay 100% of the premium for the Long-Term Disability Plan. Eligible participation in the plan will be determined by the insurance carrier. Entitlements of the benefit include salary compensation at a rate of 66.67% of gross salary, in addition to Extended Health Care and Dental Benefit Coverage for the duration of the claim or until the claimant reaches the age limitation of the benefit plan.

- (b) The Agency agrees to pay 100% of a Vision Care Plan. Such plan will provide \$350.00 every two (2) years eye care for employees and their immediate family members.
- (c) The Agency agrees to reimburse employees cost incurred for orthodontic treatment to a lifetime maximum of one thousand five hundred dollars (\$1500.00) for each employee and dependent identified under their benefit plan. This coverage will be provided by the Agency when receipts for orthodontic treatment by a registered Dentist or Orthodontic Treatment Specialist have been submitted for reimbursement.
- (d) The Agency agrees to provide an Employee Assistance Plan (EAP), at no cost to employees.
- (e) All employee benefit plans shall be fully negotiable. Accordingly, a committee composed of a maximum of three (3) Management staff and three (3) appointed Union representatives will meet to discuss any proposed new insurance plans. Members of the committee shall be named within fifteen (15) working days of the request to strike a committee.

The Union-Management Consultation Committee shall study and review all employee benefit programs and make improvements as are mutually agreeable. The Committee shall have full access to all pertinent information concerning the benefit plans.

Any other terms of reference for the Committee shall be decided by the members of the Committee.

21.02 Benefits on Leave of Absence

The Agency may agree to pay the premiums for the continuation of Life Insurance, Accidental Death and Dismemberment, and Health and Dental Coverage for up to a maximum of twenty-four (24) months. Long Term Disability Coverage is not available to employees on a leave of absence. This agreement is contingent upon such coverage being available from the insurance company and is valid only as long as such coverage is provided by the insurance company to an employee on a leave of absence. Approval will be provided on a case-to-case basis at the sole discretion of the Agency.

21.03 Registered Retirement Savings Plan

Dixon Hall and the CUPE Local 2497 agree to set up a Registered Retirement Savings Plan (RRSP) for employees. The provisions of the plan are as follows:

1. Effective the date of ratification, the Agency and the Employee shall make contributions in accordance with the following scale:

<u>Years of Experience</u>	<u>Employee Contribution</u>	<u>Agency Contribution</u>
	(of employee's salary/wage)	
1 year and less than 3 years	2%	3%
3 years and less than 5 years	2%	3.5%
5 years and over	2%	4%

The Agency's contribution will be on Employee's base salary only.

2. The Employee's contribution shall be withheld from each pay, allowing for eligible tax deductions.
3. The Agency shall remit both the Agency's and the employee's contributions to the bank monthly and credit individual employee's plan.
4. Once the contribution is remitted to the employee's plan, the employee shall have sole control of the plan and resume sole responsibility for administrative charges and for any tax payment at the time of withdrawal from the plan.
5. Eligibility: employees who are members of the CUPE Local 2497 with a minimum of one year of service with the Agency.
6. In the event of the implementation of the ORPP, Dixon Hall will not be required to make additional contributions over and above the contributions set out above. Any legislated compliance in the ORPP will reduce the contributions outlined above.

21.04 Workplace Safety and Insurance Benefits

- (a) When benefits under Workplace Safety and Insurance Board coverage apply, salary payments shall be adjusted so as to bring the total paid from both sources up to the employee's regular salary level. That portion of time covered by Workplace Safety and Insurance Board allowance shall not be considered sick leave for purposes of calculating the employee's sick leave benefits.
- (b) An employee receiving payment for a compensable injury under The Workplace Safety and Insurance Act shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement.

- (c) While the employee is on Workplace Safety and Insurance Benefits, the Agency shall continue to pay their share of all premiums for employee benefit plans, including the pension plan, based on one hundred percent (100%) of earnings.

ARTICLE 22 – PROFESSIONAL DEVELOPMENT

- 22.01 The Agency agrees to set aside in its yearly budget an amount equal to \$15,000.00 per year for the Union to use for professional development purposes for bargaining unit employees. If an employee participates in the professional development program being developed by the Employer in conjunction with the University of Toronto School of Continuing Education, they would be unable to receive funds from the Union.

For the purposes of this agreement, professional development will be defined as learning directly related to helping an employee improve and increase their capabilities in order to prepare them for future roles, or in order to earn or maintain professional credentials. This learning can take the form of academic degrees, formal coursework, conferences and informal learning opportunities situated in practice. It will be intensive and collaborative, ideally incorporating an evaluative stage. Professional development does not include payment for association memberships, professional membership fees, or any other fee payment required for an employee to obtain or maintain membership/standing in or to be recognized by a professional organization.

- 22.02 Requests for access to these funds shall be submitted in writing on the approved “Union Professional Development Request Form” to the Recording Secretary for Local 2497. The Union shall have a clear process for accessing the funds and the process will be made available to all bargaining unit members. Cheque requests from the Union for payment to bargaining unit employees must be accompanied by documentation acceptable to Management for purposes of reporting to funders, donors and auditors.

The Agency shall provide the Union with Quarterly Reports on the use of professional development monies.

- 22.03 The Union/Management Consultation Committee will review the operation of the professional development scheme from time to time.

- 22.04 An employee shall be entitled to one (1) working day leave of absence twice a year with pay and without loss of seniority and benefits, to prepare for and/or write examinations to upgrade their employment qualifications.

22.05 Training

The Agency recognizes the need for staff to enhance and develop their professional competencies and work skills. Employees who are interested in attending training and development opportunities shall submit requests for training and development to management at least two weeks in advance of the training or development opportunity. Management decisions regarding the approval or denial of funds is final.

In-service training shall be a standing agenda item for discussion at Union-Management Consultation Committee meetings. It is agreed that an employee may have an opportunity to attend any training related to their position and attendance at such training shall be considered work time and paid at the employee's applicable rate. The Agency will provide preapproved necessary tuition or registration fees, transportation, accommodation and meal expenses to employees who are required to attend training courses at locations outside the workplace.

It is understood that the funds for professional development will not be used for any training development as per Article 22.05

ARTICLE 23 – JOB CLASSIFICATION

- 23.01** The Agency shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is created or established, this shall be subject to negotiations between the Agency and the Union. If the parties are unable to agree on the reclassification for the job in question, such dispute shall be submitted to grievance and arbitration for determination. Any new rate of pay negotiated shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.
- 23.02** Existing classifications shall not be eliminated or changed without prior agreement with the Union.

ARTICLE 24 – HEALTH AND SAFETY

- 24.01** The Agency shall make all reasonable provisions for the occupational safety and health of all employees. All rights and privileges under the laws of the province of Ontario in respect of Occupational Health and Safety shall form part of this Agreement.
- 24.02** It is agreed that both the Agency and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 24.03** The Agency agrees to the establishment of a joint Health and Safety Committee comprised of equal representation of Union and management. The joint committee will be co-chaired with the chairing of the meetings alternating between the Union and the Agency. The joint Health and Safety Committee shall consist of a maximum of four (4) management representatives and four (4) Union representatives appointed by the Union.
- 24.04** The Health and Safety Committee shall hold meetings every three (3) months or more frequently if required. The Committee shall maintain minutes of all meetings that shall be posted and copied to the Union and Agency.
- 24.05** 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.
- 24.06** The Agency commits to giving priority during the term of this Agreement to the development of policies and procedures with respect to violence in the workplace. Such policies and procedures will be developed in consultation with the Health and Safety Committee prior to implementation. The Health and Safety committee will determine the extent to which training for employees is required in this regard.
- 24.07** There shall be one Union representative who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at the Agency's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act and /or the Collective Agreement, they shall be paid at the applicable rate.
- 24.08** Respectful Workplace

All incidents, in the workplace involving violence shall be brought to the attention of the Joint Health and Safety Committee. The Agency agrees that the Joint Health and Safety Committee shall concern itself with all matters relating to violence involving staff including but not limited to, policy, and/or training recommendations, which will be forwarded to the Agency.

24.09 Violence in the Workplace

In this section, "violence" means the attempted, threatened or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury.

The Agency and the Union recognize their joint obligation to:

- i) Provide and maintain a safe and healthy workplace and;
- ii) Support and promote an environment that is free of destructive workplace conflict and disrespectful behaviour and;
- iii) Comply with all duties and responsibilities under the Ontario *Health and Safety Act* as may be amended from time-to-time.

24.10 Modified Work

The Agency agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the *Workplace Safety and Insurance Act*) or returns to work after illness or injury shall be reinstated in the position they held previously or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date.

The Agency agrees further to modify the job if necessary to comply with the employee's medical limitations and restrictions to the extent that this does not cause the Agency undue hardship.

Employees have the right to have a Union representative attend the Return-to-work meeting to establish Return to Work plan or when changes are going to be made to the plan.

ARTICLE 25 – DURATION OF AGREEMENT

25.01 This Collective Agreement, with the exception of Schedule A as identified in the attached Memorandum of Agreement, shall be in effect until March 31, 2027, unless notice of desire to amend is given by either party, not more than ninety (90) calendar days nor less than thirty (30) days prior to the expiry date of the Agreement. If notice to amend the Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) days after such notice upon request to do so.

25.02 The Union and the Agency desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to share the costs to provide sufficient copies of the Agreement, in a Union shop, within eight (8) weeks of signing of this Agreement.

SCHEDULE "A" – SALARIES

Retroactive pay will be applied to all members currently in the Employ of Dixon Hall for the retroactive wage period and shall be paid in a lump sum payment to all members within thirty days of the ratification of this agreement.

- April 1, 2023 – March 31, 2024 – 3.5% wage increase
- April 1, 2024 – March 31, 2025 – 3.0% wage increase
- April 1, 2025 - March 31, 2026 – 3.0% wage increase
- April 1, 2026 - March 31, 2027 – 3.0% wage increase

Employees will receive the job rate for their position, the first pay period following completion of their probation.

Schedule "A" will be increased each pay period to reflect the Long-Term Disability Premiums paid by employees. These amounts will be adjusted when Long Term Disability premiums rates change.

	April 1, 2023 to March 31, 2024		April 1, 2024 to March 31, 2025		April 1, 2025 to March 31, 2026		April 1, 2026 to March 31, 2027	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
Level 1 -Cleaner -Home Support Worker - Personal Support Worker - Respite Care (Personal Support Worker) -Secretary – Receptionist 1 (Receptionist)	\$21.93	\$22.87	\$22.59	\$23.56	\$23.27	\$24.27	\$23.97	\$25.00
	April 1, 2023 to March 31, 2024		April 1, 2024 to March 31, 2025		April 1, 2025 to March 31, 2026		April 1, 2026 to March 31, 2027	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
Level 2 -Administrative Assistant -Cleaner Maintenance -Program Assistant	\$24.26	\$25.20	\$24.99	\$25.96	\$25.74	\$26.74	\$26.51	\$27.54

-Shelter Worker -Alzheimer Day Program Worker -Adult Day Program, Program Worker -Receptionist 2								
	April 1, 2023 to March 31, 2024		April 1, 2024 to March 31, 2025		April 1, 2025 to March 31, 2026		April 1, 2026 to March 31, 2027	
	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate	Start Rate	Job Rate
Level 3 -Employment Advisor -Adult Day Program/ Telephone Reassurance Coordinator -Adult Enrichment and Wellness Coordinator -Alzheimer Day Program/ Respite Care Coordinator -Client Intervention Worker - Community - Client Intervention Worker -Community Settlement Worker -Community Transportation Coordinator -Community Development Coordinator -Customer Service, Resource and Information Representative -Data Analysis Coordinator -Employment Advisor -Family Support Worker, GUHD -Harm Reduction Worker -Harm Reduction Housing Specialist -Housing Preparation/ Support Worker -Housing Support Worker -Intake Coordinator -	\$27.34	\$28.28	\$28.16	\$29.13	\$29.00	\$30.00	\$29.87	\$30.90

Income Tax Clinic Coordinator								
- Incubator Coordinator								
- Job Developer								
-Literacy Instructor								
-Mandarin Outreach Worker								
-Network Support/IT Coordinator								
-Program Coordinator								
-Resource and Information Coordinator								
-Seniors Critical Housing Support Worker								
-Social Assistance Liaison Support Worker								
-Youth Worker								
-Specialist: Customer Service, Resource and Information								
-Seniors Health and Wellness Coordinator								
-Weekend MOW Coordinator								

SCHEDULE "A" – PART-TIME HOURLY RATES

JOB TITLE	April 1, 2023 to March 31, 2024	April 1, 2024 to March 31, 2025	April 1, 2025 to March 31, 2026	April 1, 2026 to March 31, 2027
Child Care Worker, GUHD	\$16.04	\$17.05	\$17.72	\$18.25
Food Service Worker	\$17.32	\$17.84	\$18.38	\$18.93
Food Preparation Worker	\$17.32	\$17.84	\$18.38	\$18.93
Home Support Worker	\$22.87	\$23.56	\$24.27	\$25.00
Relief Cleaner	\$22.87	\$23.56	\$24.27	\$25.00
Relief Receptionist/ Secretary	\$22.87	\$23.56	\$24.27	\$25.00
Relief Personal Support Worker (PSW)	\$22.87	\$23.56	\$24.27	\$25.00
Relief Shelter Worker	\$25.20	\$25.96	\$26.74	\$27.54
Music Teacher	\$25.53	\$26.30	\$27.09	\$27.90
Music Teacher – Group Rate	\$27.19	\$28.01	\$28.85	\$29.72
Day Camp Counsellor, Sr.	\$16.49	\$16.98	\$17.49	\$18.01
Day Camp Counsellor, Jr.**	\$15.61	\$16.55	\$17.20	\$17.60
Driver, "F" Class	\$20.27	\$20.88	\$21.51	\$22.16

Driver, "G" Class	\$18.66	\$19.22	\$19.80	\$20.39

**This grade tracks Ontario minimum wage legislation

Two percent (2%) in lieu of benefits for part-time employees effective April 1, 2020.

ADDENDUM – SCHEDULE "A" - ADDITIONAL FUNDING

In the event that the Agency receives additional funding specifically designated for wages and excepting the United Way maintenance grant during the life of this Collective Agreement, those funds will be applied to wages. The Agency agrees to meet with the Union upon receipt of such additional funding in order to negotiate the distribution of the available funds.

The parties agree to meet within sixty (60) days of the ratification of this agreement by both parties to update the list of classifications listed in Schedule A.

SCHEDULE "C" - PROCESS TO ESTABLISH MINIMUM JOB SPECIFICATIONS AND EMPLOYMENT EQUITY

Dixon Hall, in cooperation with CUPE Local 2497, shall implement a policy of affirmative action leading to equal opportunity in hiring and promotion. The Agency agrees that its Policy on Race and Ethnic Relations and Employment Equity will be consistent with this Collective Agreement and, in particular, with this Schedule. The Agency also agrees that any proposed amendments to said Policy will be provided to the Union at Union-Management Consultation Committee for comment and input.

In order to facilitate appropriate role modelling, comfortable access and understanding of the clients we serve, it is important that the staff of Dixon Hall be reflective of our culturally and racially diverse community. A quota system is not what is being recommended but rather that active steps will be taken to ensure staff representation from racial and ethnic minority groups.

This policy will be implemented as follows:

- 1.1 Knowledge, sensitivity, skills and positive initiatives in race and ethnic relations are qualities that will be strongly considered in all external hiring and promotion.
- 1.2 This affirmative action policy will work in tandem with the local hiring policy and is not intended to supersede it.
- 1.5 All job qualifications will include sensitivity to our racially and ethnically diverse community and shall not include culturally exclusionary requirements. However, some jobs may require fluency in written and spoken English.
- 1.6 All new employees will be given a copy of Dixon Hall's Policy on Race and Ethnic Relations and Employment Equity immediately upon hiring. New employees will be encouraged, during the probationary period, to discuss any concerns they might have about the policy and its implementation with their supervisor.

Minimum Job Specifications and Qualifications

In order to establish minimum job specifications and qualifications for all bargaining unit positions, the following procedure shall be followed:

- 2.1 The Terms of Reference of the Joint Job Evaluation Committee (J.J.E.C.) shall include establishing minimum job specifications and qualifications for all current bargaining unit positions. The Agency shall take all reasonable steps necessary to ensure that the current work of this Committee is completed by December 31, 2002.
- 2.2 Where new positions are created, the Agency shall give advance notice to the Union and minimum job specifications and qualifications shall be established through the J.J.E.C.

SCHEDULE "F" - PART-TIME EMPLOYEES

1. In accordance with Article 2.01 (b) of this Agreement, this Schedule sets for the terms and conditions of employment for persons regularly employed for less than twenty-one (21) hours per week, subject to persons excluded in accordance with Article 2.01(a).
2. For the purposes of this Schedule, part-time employees are defined as permanent and contract employees who regularly work less than twenty-one (21) hours per week. For the purpose of this schedule, Relief employees are defined as employees who work shifts as needed.
3. The following Articles of the Collective Agreement shall not apply to part-time employees covered by this Schedule:

Article 10.01, 10.02

Article 11.04 (for relief employees only)

Article 14.03, 14.05a, 14.05b

Article 15.01

Article 16.01

Article 16.04 shall only apply to statutory holidays

Article 17

Article 18

Article 19.01, 19.02, 19.03, 19.06, 19.07

Article 20.02

Article 21.01, 21.02

Article 22.01, 22.02, 22.03, 22.04

Schedule "A"

Schedule "G" – 4 Over 5 Prepaid Leave Plan

4. Accumulation of seniority for part-time employees covered by this Schedule shall be as follows:

Part-time employees shall accumulate seniority on the basis of one (1) year's seniority for each 1820 hours worked in the bargaining unit as of the last date of hire including service with the Agency prior to the date of voluntary recognition of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, layoffs, permanent reduction of workforce, recall, vacation and shift preference.

Seniority will operate on a bargaining unit wide basis.

The Agency will post a seniority list for part-time employees within thirty (30) days of ratification of this Agreement, showing the employee's current classification and their seniority hours based on the above paragraph. In any instance where seniority applies, the Agency will calculate the seniority date of the affected employee(s), consistent with the above.
5. The hourly rate of pay for part-time employees covered by this Agreement shall not be changed during the life of this Agreement without the consent of the Union. The Agency will provide the Union with a complete list of part-time employees, their classification and work location, weekly hours of work, and hourly rate of pay within thirty (30) days of ratification of this Agreement.

The Agency will also provide the Union with the opportunity to meet with part-time employees in a mutually agreeable place and time in order to orient such employees to their rights under the Collective Agreement.

6. Relief Scheduling Procedures

All Relief Staff employees will be offered available Relief shifts for the upcoming month on the basis of seniority. For purposes only of being offered Relief shifts, probationary employees shall be deemed to have seniority since their last date of hire.

The Agency will assign each Relief Staff employee a specific thirty (30) minute time frame on a day each month during Annual Scheduling Calendar which they are to telephone the Agency to review the availability of Relief Staff shifts for the next month. During this telephone call, the Agency will assign the available Relief Staff shifts based on Relief Staff employees indicated preferences and seniority and up to a maximum number of hours each Relief Staff employee is allowed to work pursuant to this article.

Employees may elect to submit their availability in writing via email in advance of monthly scheduling day. If they elect to do so, shifts will be assigned to them during their scheduled thirty (30) minute time allocation.

If a Relief Staff employee does not telephone the Agency during the designated time frame, or does not email their availability in advance and instead telephones the Agency at a later time, the employee will only be eligible to be assigned to work the Relief shifts which are available at the time they telephoned and speak to the scheduler.

7. Non-Pre-Booking Relief Staff Shifts

Where Relief shifts other than Pre-Booked Relief Staff Shifts and shifts to be filled during a temporary vacancy become available during the scheduled month, Relief Staff employees will be telephoned in order of seniority and offered the available shifts. If the most senior Relief Staff employee is not available or cannot immediately commit to working the shift(s) being offered, the next least senior Relief Staff employee will be telephoned and offered the shift(s), and so on until such time as the available shift(s) has been accepted.

The Agency acknowledges that scheduling of Relief Staff is the Agency's responsibility. However, the parties agree that the Agency may assign the task of telephoning Relief Staff employees to make offers of work on available shifts to front line employees in certain circumstances.

8. Maximum hours of work

Relief Staff employees may only accept a maximum of forty (40) hours in Pre-Booked Relief Staff shifts for each work week. However, Relief Staff employees who have accepted Pre-Booked Relief Staff shifts may also accept Non-Pre-Booked Relief Staff shifts providing that the total number of Pre-Booked Relief Staff shifts, and Non-Pre-Booked Relief Staff shifts does not exceed forty-four (44) hours in each work week.

Relief Staff employees who accept only Non-Pre-Booked Relief Staff shifts may only accept a maximum of forty (40) hours of work for each work week. Further, where a Relief Staff employee has accepted a Pre-Booked Relief Staff shift(s) and/or a Non-Pre-Booked Relief Staff shift(s), they must work that shift(s), except in the circumstances or illness or emergency.

Where accepting an available Relief Staff shift would put a Relief Staff employee over the forty (40) hour per work week maximum, the Relief Staff employee must so advise the individual offering the shift.

Where management authorizes a Relief Staff employee to work more than twelve (12) hours on a shift or more than forty (40) hours per work week maximum, the Relief Staff employee will be paid overtime in accordance with Article 15.

All Relief Staff employees are responsible for tracking the number of hours they agree to work each week.

SCHEDULE "G" - 4 OVER 5 PREPAID LEAVE PLAN

1. PURPOSE

The 4 over 5 Prepaid Leave Plan (hereinafter called "the Plan"), has been developed to afford bargaining unit employees the opportunity to take up to one (1) year leave of absence by financing such leave through a deferral of salary from the four (4) previous years.

2. ELIGIBILITY

Any employee having one (1) year seniority is eligible to participate in the Plan, in accordance with the conditions set out herein.

3. APPLICATION

- a) An employee who qualifies as above must make written application to the ~~Executive Director~~ CEO or their designate at least three (3) months in advance, setting out the deferral programme requested. Such requests will not be unreasonably denied.
- b) Written acceptance, or denial of the request with explanation, will be forwarded to the applicant, copied to the Union, within one (1) month.
- c) Upon approval, a written agreement shall be signed by both parties setting out all terms of the Plan (which shall be in accordance with this Policy), and shall be copied to the Union.

4. PROGRAM ELECTIONS

The period over which salary is deferred and accumulated, the amount thereof, the period for which leave is granted, and the payment of the deferred salary and interest, shall be as follows:

- a) Four (4) years deferral of up to one fifth (1/5) of annual salary in each year followed by one (1) year of leave, and not less than six (6) months leave;
- b) Payment of deferred salary, plus accrued interest, shall be made in full at the commencement of the leave period, or in accordance with Article 20.01 throughout the leave period, at the employee's discretion. If the employee chooses to have semi-monthly pay periods, then interest shall be paid on the balance withheld. All monies deferred, including accrued interest must be paid out by the end of the leave period, less any premiums for benefits as noted

5. DEFERRAL OF SALARY

- a) During the deferral period of the programme, the employee will be paid a reduced salary in accordance with the programme set out in 3c) above.
- b) The remaining percentage of the employee's salary will be held in trust by the Agency in an interest-bearing account to finance the period of the leave. The interest paid shall be that which is afforded to Dixon Hall to the month end balance of the trust account established for the purposes of the Prepaid Leave Plan as set out in writing by the Bank Branch with which Dixon Hall deals. Interest, as calculated above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing in the participant's credit will be sent to the participant by Dixon hall.
- c) Regular RRSP deductions and contributions will be paid on all monies received and deferred for the first four (4) years. No deductions or contributions will be made during the fifth year.
- d) All fees incurred in administering the Plan, including bank charges, shall be paid by the Agency.

6. BENEFITS

- a) During the period of the programme prior to the leave, any benefits related to salary level, shall be structured according to the salary the participant would have received in the period concerned had the participant not been in the Plan.
- b) During leave of absence under this Programme, an employee may elect to continue coverage for the Benefits package, except for those, which the insurance company will not provide to an employee on leave. The employee shall pay the premiums during such leave.
- c) While on leave, the employee will continue to accrue seniority and service credits.
- d) While on leave, an employee shall be immediately entitled to any changes in the benefits provided for in the collective agreement.

7. RETURN FROM LEAVE

On return from leave, the participant will be returned to their former position. If such position no longer exists, the employee shall be placed in a position of equal rank and value.

LETTER OF UNDERSTANDING #3

DIXON HALL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2497

Re: Work/Life Balance

During negotiations for the April 1, 2017 to March 31, 2020 renewal agreement, the parties to this Letter of Understanding entered into discussions revolving around a healthy work/life balance. The Employer and Union recognize the experience of increased stress levels while at work and the impact that can have on other parts of life.

The Union and the Agency, therefore, agree to collaboratively and jointly explore means by which employees will be enabled to learn about and develop a greater sense of balance between work and home life.

SIGNED THIS ____ DAY OF _____ 2025 IN THE CITY OF TORONTO.

For the Employer:

For the Union:


Mina Mawani (Jul 31, 2025 14:32:39 EDT)






Sindi Yoo (Aug 6, 2025 18:00:11 EDT)


Haydar Shouly (Jul 31, 2025 10:34:02 EDT)


Anne Jeffers (Jul 31, 2025 12:00:33 EDT)


Beth Kesselman (Jul 31, 2025 10:17:18 EDT)

LETTER OF UNDERSTANDING #4

DIXON HALL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2497

Re: Contracting Out – Cleaning Services

This letter relates to the engagement of independent contractors as cleaning staff for program sites.

During negotiations for the April 1, 2017 to March 31, 2020 renewal agreement, the parties entered into discussions regarding the unique challenges associated with hiring cleaning staff for program sites and doing so in a manner that supports the terms of the Collective Agreement. Because of those challenges, finding willing and suitable employees to fill the regular roles has proven to be a fruitless exercise on numerous occasions. This has left program sites improperly cleaned and, in some cases, unprepared for use.


The Union and Employer agree that, in cases where every effort taken to hire regular or seasonal cleaners for programs sites has been unsuccessful, the Employer may engage the services of an independent cleaning service provider for a six (6) month contract. The contracted services will not impact the hours of cleaners or posting of any other vacant cleaning roles with the Employer. At the conclusion of that contract, efforts will be renewed to hire regular cleaners.

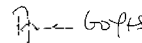
This Letter of Understanding should be understood as a temporary solution to address issues with hiring cleaning staff and not as authorization to neglect every hiring effort that can be taken.

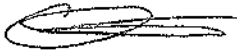
SIGNED THIS ____ DAY OF _____ 2025 IN THE CITY OF TORONTO.

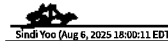
For the Employer:


For the Union:


Mina Mawani (Jul 31, 2025 14:32:39 EDT)






Sindi Yoo (Aug 6, 2025 18:00:11 EDT)


Haydar Shouly (Jul 31, 2025 10:34:02 EDT)


Anne Jeffers (Jul 31, 2025 12:00:33 EDT)


Beth Kesselman (Jul 31, 2025 10:17:18 EDT)

LETTER OF UNDERSTANDING #5

DIXON HALL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2497

Re: Part-Time Work

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


The parties share an interest in moving to a more standardized scheduling protocol for all part-time staff that would be based on four (4)-hour, seven (7)-hour, or eight (8)-hour shifts, depending on program operations, except in the case of the maximum of twenty (20) hours per week. The minimum schedule will be fourteen (14) hours per week and the maximum schedule will be twenty (20) hours per week, which may be scheduled for twenty-eight (28) to forty (40) hours in a two (2)-week payroll period, where applicable and possible.

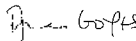
Exception will be made in the case where external funding does not support the creation of a part-time position at the minimum standard level, and the music school is exempt from the conditions of this letter.

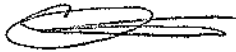
SIGNED THIS ___ DAY OF _____ 2025 IN THE CITY OF TORONTO.

For the Employer:

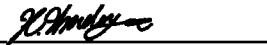
For the Union:


Mina Mawani (Jul 31, 2025 14:32:39 EDT)






Sindri Yoo (Aug 6, 2025 18:00:11 EDT)


Haydar Shouly (Jul 31, 2025 10:34:02 EDT)


Anne Jeffers (Jul 31, 2025 12:00:33 EDT)


Beth Kesselman (Jul 31, 2025 10:17:18 EDT)

LETTER OF UNDERSTANDING #6

DIXON HALL

AND


CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2497

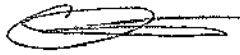
Re: Joint Job Evaluation Exploratory Committee


The Union and Employer have agreed to the formation of an exploratory committee to address ongoing issues related with the Joint Job Evaluation process. This committee will be formed and operational by January 31, 2026.

SIGNED THIS ____ DAY OF _____ 2025 IN THE CITY OF TORONTO.

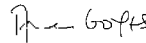
For the Employer:


Mina Mawani (Jul 31, 2025 14:32:39 EDT)




Haydar Shouly (Jul 31, 2025 10:34:02 EDT)

For the Union:




Sindi Yoo (Aug 6, 2025 8:00:11 EDT)


Anne Jeffers (Jul 31, 2025 12:00:33 EDT)



Beth Kesselman (Jul 31, 2025 10:17:18 EDT)

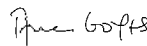
IN WITNESS WHEREOF, the parties have signed this Agreement

this _____ day of _____, 20_____.

Dixon Hall


Canadian Union of Public Employees
and its Local 2497


Mina Mawani (Jul 31, 2025 14:32:39 EDT)






Sindi Yoo (Aug 6, 2025 18:00:11 EDT)


Haydar Shouly (Jul 31, 2025 10:34:02 EDT)


Anne Jeffers (Jul 31, 2025 12:00:33 EDT)


Beth Kesselman (Jul 31, 2025 10:17:18 EDT)
