

# **COLLECTIVE AGREEMENT**

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1281  
(CUPE 1281)**

*(hereinafter referred to as "The Union")*

AND

**FEDERATION OF METRO TORONTO TENANTS' ASSOCIATIONS  
(FMTA)**

*(hereinafter referred to as "The Employer")*

**January 1, 2022 to December 31, 2025**

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## **ARTICLE 1: DEFINITIONS**

### **1.01 Employer**

The Federation of Metro Toronto Tenants' Associations' Board of Directors and the Executive Director that represent and manage the affairs of the organization as defined in **Article 3**.

#### **a) Executive Director**

un-unionized supervisory or management staff.

### **1.02 Union**

The Canadian Union of Public Employees, Local 1281.

### **1.03 Employees**

Those individuals within the bargaining unit as defined in **Article 4**.

a) A regular full-time Employee is any Employee who has been hired for a permanent position of 24 hours or more per week and has passed their Probationary period. She/he is entitled to all benefits outlined in this agreement except where otherwise specified.

b) A regular part-time Employee is an Employee who has been hired for a regularly scheduled position of less than 24 hours per week. She/he is entitled to all part-time benefits outlined in the agreement except where otherwise specified.

c) A casual employee is an employee who works on an on-call basis or Employee hired for an emergency hire under **Article 8.02.01**.

d) A Relief Worker is an Employee on the hotline that works for relief purposes and has no regularly scheduled shift and or works less than 4 shifts.

e) Temporary Employees are employed for temporary workload situations such as the situation described in **Article 8.02**.

f) Pro-Rate – Where the staff is part-time, temporary, or casual Employees, coming back from unpaid leave or newly hired, their salary and benefits shall be pro-rated to the anniversary of the signing of the Collective Agreement unless otherwise specified.

### **1.04 Spouse**

A person of the same or opposite sex to whom an Employee is married, or with whom an Employee is living in a common-law relationship. For the purposes of conferring rights and benefits under this Collective Agreement, a common-law relationship shall be defined as six (6) months or more of co-habitation in a continuing conjugal relationship.

### **1.05 a) Employer's Representative**

The Executive Director is the Employer's primary Representative, and the Employer agrees that the Executive Director has the authority to act on behalf of the FMTA regarding all labour relations matters including administration of the collective agreement. A Board member will be appointed to act as the Employer's secondary representative in the Executive Director's absence.

#### **b) Staff Liaison**

A Board member who acts as the main contact person for the Board and the Employer's secondary representative for all matter related to labour relations including administration of the collective agreement, an any issues that cannot be resolves by the Executive Director, or in the absence of the Executive Director. For clarity, it is understood the at the Union generally deals with the Executive Director.

**1.06 Dependent**

A spouse and/or child as defined in the Income Tax Act of Canada, or any other person for whom an Employee holds the primary responsibility of providing care and ensuring health and wellbeing. Dependent eligibility will be determined on a yearly basis.

**1.07 In Writing**

For the purposes of this agreement the term "in writing" shall refer to a hard-copy letter or an electronic mail drafted on the FMTA or Union's letterhead, and delivered by hand, mail, fax, electronic mail, or other means.

**1.08 Time In Lieu**

For the purpose of this Agreement, time in lieu means that an Employee may take time off as compensation for extra time worked.

**1.09 Day**

A business day (ie: Monday to Friday, excluding statutory holidays).

**1.10 Working Day**

Scheduled working day of an Employee.

## **ARTICLE 2: PURPOSE AND SCOPE**

**2.01 Purpose**

The purpose of this Collective Agreement is to promote the mutual interests of the Employer and its Employees and to provide for the operation of the Federation of Metro Toronto Tenants' Associations under conditions which will further the welfare of the Employees, the economy of the Employer's operations, and the quality and quantity of work.

**2.02 Scope**

This Agreement will establish and maintain rates of pay and other forms of remuneration, other working conditions, and appropriate procedures for the resolution of grievances and problems during the term of the Agreement. Both parties will make every effort to settle issues at the initial levels through constructive consultation and discussion.

**2.03 Cooperation**

It is recognized by this Agreement that it is the duty of the Employer and the Employees to cooperate fully, individually, and collectively for the advancement of the conditions defined above and to further the interests of the FMTA and its members. The provisions of this Agreement shall take precedence over any conflicting rules, policies, or procedures developed by the Employer. In the event of any conflict between any of the terms of this Agreement and the terms of any other rule, policy, or procedure, the terms of this Agreement shall prevail.

## **ARTICLE 3: EMPLOYER’S RIGHTS**

### **3.01 Employer**

The Employer shall appoint a Staff Liaison who will represent the Employer to the Union and Employees. The Staff Liaison shall be appointed in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory, or in bad faith. The Staff Liaison shall be the Union’s point of contact for all purposes of this Agreement, except where otherwise explicitly provided.

a) The employer may delegate authority to an Executive Director.

### **3.02 Employer’s Exclusive Function**

The Union recognizes that it is the function of the Employer to hire, schedule, direct, transfer, promote, demote, relocate, discipline, lay off, recall, and classify Employees; to maintain order and efficiency, determine the standards of the work to be performed, and establish and enforce working rules; and to discipline, suspend, or discharge Employees for just cause. The Employer will act to create a healthy and safe work environment for staff by being a resource and assisting with the work of Employees and the FMTA as required.

The Employer agrees to exercise such functions in a fair, reasonable, and equitable manner, and in a manner which is consistent with the other provisions of this Agreement.

Two (2) Staff Liaisons shall be appointed by the Employer and shall be designated “Alternates” in the case of the Executive Directors absence, unavailability, and/or conflict of interest in particular circumstances dealing with the grievance procedure

## **ARTICLE 4: RECOGNITION AND JOB SECURITY**

### **4.01 Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the Employees.

### **4.02 Job Description**

A job description (including hours) is appended to the Collective Agreement for each position. The job descriptions may not be amended or eliminated without the written agreement of the Union. Such agreement shall not be unreasonably withheld.

### **4.03 Replacement of Employees**

It is agreed that should the Employer desire to replace an Employee covered by this agreement who is absent by reason of vacation, leave of absence (paid or unpaid) or other Employer-approved reasons, the Employer shall have the right to hire replacements on a temporary basis. All provisions of the Collective Agreement shall apply to Temporary Employees hired to replace a permanent position, with the exception of their ability to grieve a termination caused by the return to work of the permanent Employee.

### **4.04 Temporary Employees Hired to Permanent**

Any Temporary Employee who has worked for a continuous period of at least 3 months and who is hired again in a permanent position for the same position they held as a temporary Employee shall be deemed to have completed their probationary period.

### **4.05 Shop Steward**

Shop Stewards shall be elected by and from the members of the bargaining unit as defined in **Article 4.01**, to represent them to the Employer, in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory, or in bad faith. The Shop Steward shall be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided.

#### **4.06 Independent Contractors**

The Employer is may use independent contractors but may not contract out positions covered by the Collective Agreement (see appendices). The Employer shall consult with the Union prior to hiring an independent contractor.

## **ARTICLE 5: HEALTHY WORK ENVIRONMENT**

### **5.01 Policies, Laws, and Regulations**

The Union and the Employer agree to observe the provisions of the Ontario Human Rights Code, the Ontario Health and Safety Act, and Municipal By-Laws. Any claim by an Employee or the Union pertaining to a violation of Human Rights legislation or any labour relations legislation may be subject to a grievance which will be processed in accordance with the Grievance Procedure.

### **5.02 Electronic Monitoring**

**The Employer will disclose any ways in which they monitor employees electronically. Employees will be informed at the outset of employment and in advance of any changes.**

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

### **6.01 Workplace Equity Statement**

The parties understand that the "promotion of employment equity" is intended to achieve a workforce that is representative of all groups in the population served by the Employer. The parties will strive to meet this objective not simply because it is just, but also in order to remain relevant and to promote leadership of oppressed communities in tenant rights and social justice movements.

The parties acknowledge:

- that we live in a society rooted in oppression and inequalities;
- that structural injustice and unconscious prejudice influence our experiences;
- the need to compensate for these inequalities in the Employer's hiring policy;
- the importance of incorporating the knowledge and guidance from oppressed people's experience within the organization.

The Employer and the Union agree in the non-existence and impossibility of a "level playing field" with regards to people's experience and job qualifications and methods of evaluating the above. It is recognized that a representative workforce will only be achieved by ensuring that designated equity group members are not only given fair opportunities in obtaining jobs but that they are also provided with a workplace that encourages them to stay and to advance to all positions within the organization. It is noted that the promotion of employment equity does not mean placing

Employees in positions for which they are not qualified or in maintaining different performance expectations.

## **6.02 Designated Groups**

For the purposes of this agreement “designated groups” include those identified under the Federal Employment Equity Act as being disadvantaged in employment:

- Women;
- Aboriginal people;
- People with disabilities;
- People of colour (referred in the Federal Employment Equity Act as “Visible minorities”).

In addition to:

- Queer and trans-identified (namely lesbians, gays, bisexuals, two-spirited people, transgendered people, transsexuals and inter-sexed) people and;
- People of poor and/or working poor backgrounds.

## **6.03 Promotion of Workplace Equity**

The promotion of workplace equity means:

- adopting special measures to correct systemic barriers to assure that designated equity-seeking groups are included and are not excluded;
- the employer has a duty to accommodate all Employees in designated groups, including a review of employment systems, policies and practices;
- maintaining fair and transparent recruitment and job selection procedures;
- ongoing consultation on, and improvement of policies and practices to increase access to workplace equity.

## **6.04 No Discrimination**

**6.04.1** The Employer recognizes that we exist within the context of an oppressive society. The dynamics of that oppression are complex and multi-layered. Oppression has severe adverse effects on those who experience it. These effects include, but are not limited to:

- emotional or mental distress
- under/unemployment
- decreased/no access to housing
- decreased/no access to education
- decreased/no access to health care
- decreased/no quality of life
- decreased/no access to sense of community
- decrease/no access to social participation

- increased interaction with police/(in)justice system
- increased incarceration and wrongful death.

In order for oppression to be eradicated the social institutions on which this society is built need to be completely dismantled and restructured in such a way that ensures full participation from oppressed and silenced people.

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee or applicant for employment by reason of:

- age; race; creed; colour; place of origin; ethnic origin; citizenship; status; ancestry; native language;
- political or religious affiliation, beliefs or activities (not contradicting the FMTA's mandate);
- gender identity; sex: sexual preference, orientation or identification; marital status; family status; parental status; number of dependents;
- class; place of residence;
- record of offences except where it relates to a bona fide qualification because of the nature of employment;
- Acquired Immune Deficiency Syndrome (AIDS), AIDS-related Complex (ARC), positive Human Immune Deficiency Virus (HIV) test and any other illness or disability so long as it does not significantly impair the performance of the duties of the position;
- Union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement.
- Body Normativity

**6.04.2** No Employee or applicant for employment shall be required to submit to a blood test, lie-detector test, or any other test for illness or drug dependency.

## **6.05 No Harassment**

**6.05.1** The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any Employee or any applicant seeking to become an Employee by reason of any grounds as set forth in **Article 6.04**.

**6.05.2** There shall be no harassment of the Employees by the Employer. Any complaint alleging harassment shall be made first to the Staff Liaison, who shall be the Employer's representative.

Harassment by volunteers of the organization is the responsibility of the Employer.

Harassment shall be defined as conduct that is vexatious or should reasonably be understood to be unwelcome in an employment setting, such as but not limited to:

- Emotional Abuse/ Sexual Harassment;
- Unwelcome remarks, jokes, innuendoes, or taunts about a person, either in person or via mail, email, telephone calls, or voice mail;

- insulting gestures or practical jokes of a nature which cause awkwardness, embarrassment or offence;
- offensive comments and/or actions which demean, humiliate or threaten an individual or group;
- displaying graffiti, offensive pictures or written material including mail or email;
- leering, smirking (suggestive staring);
- ‘outing’ one at work, to family, associates, or government agency;
- unwanted attention of a sexually oriented nature, stalking, fondling, patting, kissing;
- refusing to talk to, or work with, a person by reason of any of the prohibited grounds;
- demands for sexual favours;
- implied or expressed promise of reward for complying with a sexually oriented request;
- implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to comply with a sexually oriented request;
- sexual assault – any non-consensual, sexual, violent physical and emotional act involving psychological manipulation, coercion, or physical force. Such contact may include rape (sexual intercourse – oral, anal or vaginal involving another person without that person’s consent or cognizance), anal or genital penetration with or without object, or the touching of an unwilling person’s intimate parts (genitalia, groin, breast, buttocks, chest or clothing covering them) or forcing an unwilling person to touch another’s intimate parts. Persistent unwanted contact or attention after the end of a “consensual” relationship;
- physical assault/intimidation/abuse- hitting, slapping punching, kicking, pushing or harming one in any way. Forced feeding of undesired food and medications, throwing of objects, confining, holding or preventing one from leaving or from entering;
- behavior which may reasonably be perceived to create a negative working environment;
- reprisal or threat of reprisal against any grievor, witness or any person involved in the investigation of a grievance under this Agreement.

#### **6.06 Gender Harassment and Discrimination**

Gender Identity is defined herein to refer to the understanding of gender outside of biological sex and/or limited to a Male/Female definition. Gender identity is fluid and rooted in self-identity or multiple genders, trans-sexualism, intersex, transgender identity or gender-less.

Gender-based Harassment refers to discrimination, alienation, intimidation and/or silencing or the differential treatment of a person as a result of their gender identity.

Gender-based Harassment may include the following forms:

- denial of employment, resources, promotion, fair wages and/or underemployment of a worker due to gender identity;
- unwanted or unwelcome comments, conduct or behavior, such as gestures, threats, or verbal, written or physical abuse, that humiliate, intimidate, exclude or isolate an individual or group based on gender identity;
- intentional or unintentional privileging of certain individuals due to their gender identity;

- reinforcing in policy and/or practice gender-based resources, work environment, services, programs that are rooted in gender-locked binaries;
- systemically excluding, alienating or creating a silencing work space for individuals whose gender identities surpass Male/Female dichotomy;
- creating work space that tolerates harassing treatment, fear, hatred, or extreme negative attitudes to workers due to gender identity;
- advocating for policy or procedural changes that deems reverse genderphobia or reverse oppression as a legitimate basis to terminate programs, services, or staff;
- unwanted attention, both psychological and emotional to individuals due to gender identity behavior, language or terminology which could reasonably be interpreted as patronizing or undermining self-respect or adversely affecting performance or working conditions;
- negative or derogatory comments, offensive nicknaming or name-calling, innuendo, insults or slurs that are rooted in gender identity;
- silencing of talk about gender-identity or treating such topics differently than other issues;
- forcing workers to ‘come out’ or stay ‘in the closet’ against their wishes with respect to gender identity;
- written threats or derogatory emails, telephone calls, voice mail, or mail, that are rooted in gender identity;
- genderphobic graffiti or posters;
- negative stereotyping of particular groups based on their gender orientation;
- maintaining values, belief systems or disseminating literature that promotes hatred or discrimination towards persons based on their gender orientation.

#### **6.07 Racial/Ethnic Harassment and Discrimination**

Racial motivated incidents – refers to the actions, gestures and incidents that are rooted in systemic or interpersonal racism.

The occurrences of racial motivated incidents that lead to the creation of an intimidating, hostile, or offensive work environment for the worker; or unreasonably interfering with the work performance, living environment, personal security, or threatening the employment opportunities of the Employee. Racial-based harassment can occur within the work environment or outside the physical workspace while in the company of people associated with the work environment. This may include Employers, Employees or members of other agencies, organization’s patrons, committee members, or other staff.

Racial Harassment can include the following:

- demeaning racist statements, off-colour jokes, crude remarks, offensive stories, and remarks rooted in a person's clothing, body, hair, appearance, etc.;
- the display or circulation of written materials, pictures, telephone calls, emails, voice mail, or mail that staff finds racist;
- intentional and unintentional privileging of European descended people over non-European descended people;

- providing resources, service, programs that are exclusionary on racial grounds;
- advocating for policy or procedural changes that deems “reverse racism” or reverse oppression as a legitimate basis to terminate programs, services or staff;
- bias in administrative decisions, employment and workplace practices, promotion, appointment, leave, and salary increases due to one’s racial identity;
- behaviors which could reasonably be interpreted as offensive and patronizing, and as undermining self respect or adversely affecting performance or working conditions;
- undue and unwanted attention, such as repeated flirting, compliments about clothing or physical attributes, staring, or making racially-connoted gestures;
- ongoing devaluing of staff’s concerns around identifying racism;
- making staff’s work difficult due to a racially hostile environment;
- using a position of power and authority to:
  - threaten or punish, either directly or by implication, for refusing to tolerate racism, or for reporting racism, or
  - promise rewards for dropping a complaint rooted in racism
- engaging in inappropriate verbal and other expressive behavior of a racial nature in instructional settings;
- unwanted attention to staff due to racial background leading to watching, repeated unsolicited contact or gifts, etc, the term stalking may be appropriate.

## **6.08 Sexual Orientation**

Homophobia/heterosexism or harassment based on sexual orientation is defined as a set of actions, behaviors, decisions and gestures rooted in the systemic intolerance, erasure and exclusion of individuals from aspects of the public sector as a result of their sexual orientation which sometimes includes individuals self defining as bisexual, queer, transsexual, two-spirited, ‘women loving women,’ transgender, lesbian, asexual, gay homosexual, poly-gendered, gender questioning or undecided.

Harassment based on sexual orientation can include the following:

- abuse of power by a superior in such matters as, for example, appraisal, promotion or discretionary pay;
- inappropriate or derogatory remarks in connection with work performance, appearance or personal attributes in front of others or in private towards queer or trans Employees;
- homophobic remarks, innuendos, gossip, or jokes including the transmission of offensive materials or statements via electronic means, telephone, or mail;
- suggesting that posters, images, publications and other print materials that are trans or queer be removed from the work environment;
- threatening to ‘out’ a staff member or going ‘outing’ them either in a meeting, community event or in the work environment;
- engaging in a discussion with trans or queer identified staff in order to ‘convert’ them according to a religious belief;

- advocating for policy or procedural changes that deem ‘reverse’ homophobia or ‘reverse’ oppression as a legitimate basis to terminate programs, services or staff;
- proposing or requesting that same-sex partners of staff be excluded from community or public events organized by the FMTA;
- persisting that trans or queer identified staff explain, justify or tell stories about their experiences that are linked to sexual preferences, orientation or choices;
- perpetuating the belief, actions, advantages, assumptions, in superiority (in policy, procedure, services, programming, or interpersonally) of heterosexuals or heterosexuality. It includes unrecognized privileges of heterosexual people and the exclusion of non-heterosexual people from policies, procedures, events, and decisions.

**6.09 Ableism**

Ableism or Harassment on the Basis of Hidden or Visible Disability shall be defined as offensive comments and/or actions, exclusion from what one would otherwise have a right or privilege to have, which demean and belittle an individual(s) and/or cause personal humiliation, on the basis of a hidden or visible disability.

**6.10 Family Status**

Discrimination based on Family Status is defined as a ‘set of actions, behaviors, decisions or gestures rooted in the systemic intolerance and exclusions of individuals based on their family status, i.e.: single parents, parentless people, trans, queer parents, or polyamorous/polygamous families.

Discrimination based on Family Status can include the following:

- Not recognizing all spouses/family types in Employee contracts or support initiatives.

**6.11 Class**

Class based discrimination or harassment is defined as a set of actions, behaviors decisions or gestures rooted in the systemic intolerance, erasure or exclusion of individual from the public sector based on their financial/economic status or holdings, personal/ familiar class background, or persons collection government/ social assistance or Support, such as EI, Welfare, ODSP or other assistance programs.

Class based discrimination or harassment can include the following:

- expecting Employees to pay out of pocket expenses with the expectation of re-imburement for FMTA related materials;
- not providing travel cost for scheduled work at the FMTA for the first week of employment or until first paycheck kicks in, whichever first;
- there will be no uniform, specific attire requirements or dress code expected of Employees with the exceptions of the prohibition of any article of clothing that depicts oppressive images or statements. When representing the FMTA, Employees should dress in a manner consistent with the public image of the FMTA at public or community events.

**6.12 Harassment from Member of the FMTA Board of Directors.**

Harassment from a member of the FMTA Board shall be defined as complaints not related to work performance, but any offensive written or verbal comment and/or action which demeans an Employee or causes personal humiliation.

**6.13 No Barrier to Employment Equity**

Nothing in this article shall be construed as a barrier to the formation or the implementation of any employment equity plan mutually agreed upon by the Employer and the Union.

**6.14 “Harassment-Free Workplace” Postings**

All locations in which Employees in the bargaining unit regularly perform duties shall have posted, in a prominent location, a sign the measurements of which shall be at least 50cm by 50cm, stating that all work locations operated by the Employer are harassment-free workplaces.

**6.15 Personal / Performance Harassment**

Any work or performance related complaint expressed in a public forum and not addressed to the Staff Liaison, whether expressed by a member of the FMTA Board, Executive Director, or patron, shall also be defined as harassment.

**6.16 Personal Services**

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

**6.17 Denial of Services**

The Employer recognizes the right of staff to refuse service to individuals who behave belligerently or abusively, or that contravene the Board’s policies related to harassment and discrimination, in accordance with health and safety policy.

## **ARTICLE 7: UNION SECURITY – DUES AND LABELS**

**7.01 Compulsory Membership**

The Employer agrees that all Employees, as a condition of continuing employment, will become and remain, members in good standing of the Union, according to the Constitution and By-Laws of the Union, during the life of this Agreement. All future Employees of the Employer will as a condition of continued employment, become and remain members in good standing in the Union subject to the provision of **Article 16** governing the probationary period.

**7.02 Time for Union Duties**

Those Employees who are Union officers and/or Committee Members will be entitled to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations and arbitration hearings. Employees must provide the Employer with reasonable notice of such required absences, permission for which the Employer will not reasonably withhold. Time spent by Employees performing such Union duties will be considered as time worked. In the event that such duties fall on a day that the Employee is not scheduled to work, Article 28.07 Minimum Length of Shift provisions shall apply.

**7.03 Representation**

No Employee or group of Employees will represent the Union in any meeting with the Employer without proper authorization of the Union.

**7.04 Bargaining Unit Work**

Only Employees hired according to the process specified in **Article 19** or transferred in accordance with **Article 20** may perform bargaining unit work, as set out in the job descriptions.

**7.05 Correspondence to the Union**

Where notice or reply to the Union is required by any provision of this Agreement, such notice will be in writing to the shop steward, with an electronic or e-mail copy immediately forwarded to the Union's email address.

**7.06 Union Dues – Deductions**

The Employer will deduct from every Employee the amount authorized by the Union as Union dues and assessments once per pay period. Such deductions will be made from the payroll at the end of each pay period and will be forwarded to the Treasurer of the Union not later than the 15th day of the following month accompanied by a completed dues form that is supplied by the Union.

**7.07 Union Dues – Annual Statement**

At the same time that Income Tax (T4) slips are made available, the Employer will print on the amount of Union dues paid by each Union member in the previous year.

**7.08 Union Label**

The CUPE Union label shall be placed and displayed in the workplace and on all the materials such as posters, leaflets and/or written document produced by Union members. The Union must supply a label to the Employer.

**ARTICLE 8: TEMPORARY AND CASUAL EMPLOYEES AND CONTRACTING OUT**

**8.01 Commitment to Full-Time Work**

**8.01.1** The Union and the Employer share the objective of providing regular full-time employment to the extent that it is possible and mutually agreeable. To this end the Union and the Employer shall seek not only to retain current full-time positions but to seek methods whereby current part-time positions can be converted to full-time positions.

The Employer shall use new funding made available for new staff positions towards this end.

**8.01.2** Temporary, Casual, and part-time Employees will not be hired, and contracting-out will not be utilized so as to result in the displacement or layoff of bargaining unit members.

**8.02 Temporary Employees**

Notwithstanding the above Article, the Union recognizes the need for the Employer to hire temporary employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular employment. Such Employees are hired only:

- to replace a regular Employee on leave as defined in **Article 27**; or,
- where additional work of a short term project, not to exceed 6 months, requires the hiring of an added full-time Employee; or,

### **8.02.01 Casual Employees**

Notwithstanding the above Article, the Union recognizes the need for the Employer to hire casual employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular employment. Such Employees are hired only:

- where the immediate filling of a vacancy is not feasible.

### **8.03 Temporary Position Description**

When a temporary position is created, the Employer must consult with the Union to establish the job description.

### **8.04 Temporary Employee Rights**

Temporary Employees will be compensated at a rate equal to the base rate of permanent employees. Furthermore, the person filling the position will enjoy all the rights and benefits of the Collective Agreement effective from the first day of their temporary employment, save and except:

- layoff procedures as defined under **Article 21** except when the Employee is laid off before the term of the contract expires.
- temporary and Casual Employees are entitled to the same rights and provisions of Permanent Full-time employees except where otherwise specified in this agreement.

### **8.05 Retention of Benefits**

Where a temporary Employee who has attained the Benefits defined in **Article 30**, is subsequently hired to a permanent position through the hiring process in **Article 19**, such benefits will continue uninterrupted.

### **8.06 Creation of Permanent Position**

If the new temporary position is to be subsequently made permanent, the union and the Employer must mutually agree to amend the Appendix related to the position.

Should a permanent position arise that is being filled by a Temporary Employee, or has been filled by a Temporary Employee within the previous 3 months, this Temporary Employee has the right to apply as an internal candidate provided that their work performance has been satisfactory. The hiring process for filling vacancies as defined under **Article 19** will then be followed.

### **8.07 Notification**

Where an appointment is made under **Article 8**, the Employer will notify the Union.

### **8.08 No Contracting Out**

In order to provide job security for the members of the bargaining unit the Employer agrees that all duties or services performed by the Employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company or non-unit Employee without consent of the Union.

## **ARTICLE 9: ACQUAINTING OF NEW EMPLOYEES**

### **9.01 Informing New Employees**

The Employer agrees to inform new Employees that a Union Agreement is in effect. To give them a copy of the CBA and to introduce them to the shop steward at the earliest possible convenience.

**9.02 Employee Introduction to Union**

On the Employee's commencing employment, the Employer will introduce the new Employee to the Shop Steward. It will be the responsibility of the Union to convey to the new Employee all information concerning benefits of membership in the Union.

The appropriate Union representative shall be permitted to meet with a new Employee once, any time prior to completion of probation, for the purpose of explaining the benefits and duties of Union membership. This meeting, which shall not exceed two hours, may take place during working hours at the Employer's request, at a time to be approved by the Employer.

**9.03 Board of Directors Introduction to Union**

Members of the sub-local and the Employer will meet with the members of the newly elected Board of Directors as soon as possible or within 2 months after taking office for an introduction session with regards to the Collective Agreement and the Union.

## **ARTICLE 10: LABOUR / MANAGEMENT CO-OPERATION**

**10.01 Right to Participate**

**10.01.1** Desiring to maintain participation in the Employer's operations over and above the participation provided for in the job descriptions, the Employer agrees that all meetings with an open membership or open to the public will be open to staff with the exception of the portion of those meetings which deal with contract negotiations, staff evaluations, formal grievances, or matters concerning staff discipline and discharge. Any active participation in such meetings must be permitted by the committee or meetings terms of reference.

Participation is allowed with exception to Board and or Executive meetings. At Board and or Executive meetings staff is allowed to attend in observer capacity.

If Employees are required or requested to attend meetings, participation as described in this clause shall be time in lieu or time worked, decided by the Employees.

**10.01.2** Management responsibility lies solely with the FMTA Board of Directors but permanent staff may be placed in a supervisory position over term and Temporary Employees with the mutual agreement of the permanent staff, the Union, and the Employer for ease of operational functions. Such "supervisory duties" shall not imply any Employer functions pursuant to **Article 3**.

**10.01.3** The Employer and the Union recognize the right of all Employees of the FMTA who are members of the FMTA to participate as full members of the FMTA. This includes the right to full participation at the Annual General Members Meeting and on Committees of the Board of Directors. Employees shall have the right to vote while participating in these meetings subject to a financial conflict of interest.

**10.02 Ongoing Education**

The Employer agrees to undertake ongoing education for FMTA Board and Employees regarding this Agreement.

### **10.03 Structure of Meetings**

Union/Employer co-operation meetings may be scheduled no more than once per month or as required at the request of either party, after which a meeting time will be scheduled as soon as possible upon agreement by both parties. Meetings should take place when requested and at a time that is mutually agreed to discuss any questions, excluding grievances, which may arise in connection with office procedures or any suggestions for the organization and its services. More frequent meetings may be scheduled at the consent of both parties. The meetings shall not be held to discuss wages or any other matters related to bargaining and or the administration of this Agreement. The minutes for meetings will be taken on a rotating basis with an agenda made available before meetings.

### **10.04 Scope of Meetings**

Union/Employer co-operation meetings will deal with information sharing, clarification of management or union practices, letter of understanding negotiations, coordination of mutually beneficial campaigns and any other issue mutually agreed to by the parties. It is understood that Union/Employer co-operation meetings will not deal with matters which are properly the subject of Collective Bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties.

#### **10.04.01 LMC membership**

Membership will consist of up to two representatives of the employer and at least two representatives of the union. If a conflict of interest arises with a member of the LMC then another representative, will attend in that person's place. For clarity, it is understood that a representative of CUPE 1281 may also attend these meetings. It is agreed that the LMC will meet at least once per quarter, and the Union will schedule all meetings.

### **10.05 Recommendations**

Union/Employer co-operation meetings may forward recommendations to the Union and/or the Employer.

### **10.06 Time Off for Union Duties**

Time spent by Employees in Union/Employer co-operation meetings shall be considered to be time worked, in accordance with 7.02.

## **ARTICLE 11: NEGOTIATIONS**

### **11.01 Negotiating Committees**

The Union will be entitled to select a negotiating committee, for the purpose of collective bargaining, of no more than three persons and not less than two persons. The Union will advise the Employer of the names of the members of this committee at the time it gives notice to bargain to the Employer. The Employer will select a negotiating committee of not more than three persons and not less than two persons. The Employer will notify the Union of the names on this committee within five business days of the Union's notice to bargain.

### **11.02 CUPE Assistance**

In accordance with the CUPE 1281 by-laws, the Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer,

in addition to the three Union members on the committee. The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives will have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in *Article 13*. Such access will be at a reasonable time on prior notice to the Employer and will not unreasonably interfere with the operation of the Employer's business.

### **11.03 Time Off for Union Duties**

The Employees selected by the Union to represent it on the negotiating committee will be entitled to attend all Union/Employer negotiating meetings held within working hours without loss of remuneration in accordance with 7.02.

### **11.04 Exchange of Information**

In order to facilitate Collective bargaining the parties agree to share all information, data, and reports, save only those privileged communications passing between the Employer and its Industrial Relations Counsel and/or its Board of Directors and between the Union and its Industrial Relations Counsel and/or its members. Such information may include the following list of items which is offered here as being merely illustrative: job descriptions, positions in the bargaining unit, current wage and benefit levels, technical information relating to comparative wage surveys, cost of living, other economic indicators, and budget data.

## **ARTICLE 12: INFORMAL COMPLAINT**

### **12.01 Expediency**

The Employer agrees that it is the desire of the parties hereto that complaints of Employees shall be adjusted/dealt with as quickly as reasonably possible. It is understood that an Employee has no grievance until they have first given the Executive Director and/or Staff Liaison an opportunity to adjust/deal with their complaint. It is understood that an employee shall have the option to skip the informal complaint state procedure in the case of a harassment complaint.

### **12.02 Initiation of Informal Complaint**

If an Employee has a complaint, they shall first discuss the matter with the Executive Director, within forty (40) business days after the Employee would reasonably be expected to have become aware of the circumstances giving rise to the complaint. An Employee who is making an informal complaint has the right to be accompanied by a support person of their choice. If the Employee's complaint is against their Executive Director, they may discuss the matter with their Staff Liaison first in addition to or instead of with their Executive Director.

### **12.03 Response**

The Executive Director shall be allowed ten (10) business days after the most recent Board of Directors or Personnel Committee meeting, to seek information and advice from the Employer, along with communicating their decision, in writing, to the complainant. Failing settlement, the Executive Director shall immediately forward all files, notes, correspondence etc. to the Employer. The complainant has the right to file a written grievance in the following manner and sequence.

## **Article 13: GRIEVANCES**

### **13.01 Definition**

A Grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement or a case where the Employer has acted improperly.

### **13.02 Types of Grievances**

#### **13.02.1 Individual Grievance**

A grievance, whether initiated by an individual or by the Union, that is confined in scope to a particular Employee.

#### **13.02.2 Group Grievance**

Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.

#### **13.02.3 Policy Grievance**

Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.

#### **13.02.4 Union Grievance**

Where the matter is of specific concern to the Union.

### **13.03 Notice of Grievance**

A Notice of Grievance will include all of the following:

- a) the type of grievance, as defined in **Article 13.02**
- b) the specific provisions of the Agreement which are alleged to have been violated
- c) the details and nature of the grievance
- d) the remedy to be sought through the resolution process

### **13.04 Resolution Process Starting Point**

Individual Grievance and Group Grievances begin at Step One as defined in **Article 13.05**. Policy Grievances and Union Grievances, and those pertaining to Layoffs under **Article 21**, shall begin at Step Two as defined in **Article 13.05**.

### **13.05 Grievance Procedure**

Grievances shall be dealt with in the following manner:

#### **13.05.1 Step One:**

1. The Union will file a written Notice of Grievance as defined in **Article 13.03** with the Employer within ten working days of the conclusion of the informal complaint process or within ten (10) working days of the person becoming aware of the incident, except for a grievance filed under Article 23 (Health and Safety) in which case the Grievor will have 15 working days.

2. The Employer's representative will provide the Union with a written response to the Notice of Grievance within ten (10) business days.
3. The Union will seek to settle the dispute with the Employer's representative to the satisfaction of the Grievor, which may include a meeting. The Grievor has the right to be present at this step.
4. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten business days of the issuance of the Employer's response.
5. Should no further request or response be brought forward by the Grievor or the Union within ten days of the Employer's response being issued, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

#### **13.05.2 Step Two:**

1. Failing resolution of the grievance under Step One, the Grievor may request a meeting between the Union, the Employee(s), and the Employer's representative to attempt to resolve the matter. This meeting will occur no later than ten business days following the request.
2. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten business days following the last meeting attended by all parties.
3. Should no further request or response be brought forward by Union within sixty days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

#### **13.05.3 Step Three:**

1. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under **Article 14**.

#### **13.06 Time Limits**

The time limits defined in **Article 13.05** may be extended by mutual agreement between the Union and the Employer.

#### **13.07 Required Responses**

Where a response to a grievance is required, such response will be in writing at all stages. Where a response denies a grievance, such response will include reasons for denying the grievance.

#### **13.08 Limit to Discussions**

After a grievance has been initiated by the Union, the Employer will not discuss the grievance with the Grievor, without an additional representative of the Union being present and without consent of the Grievor.

#### **13.09 Time Off for Union Duties**

The Employee may be present at any stage in the grievance procedure if so requested by either party. Absence from work shall be permitted where it is required in connection with the handling of a grievance. Time spent in handling grievances shall be considered time worked in accordance with 7.02.

**13.10 Without Prejudice**

If the Union, an Employee or group of Employees chooses not to grieve a particular situation or to withdraw at any stage, such action or lack of action will be entirely without prejudice.

**13.11 Confidentiality**

The Employer recognizes the principle of confidentiality and agrees that the identity of any party, and the fact and substance of any grievance, shall only be made available to members of the Personnel Committee and the Griever on a “need to know” basis. Need to know includes members of the Board and staff involved.

**ARTICLE 14: ARBITRATION**

**14.01 Selection of Arbitrator**

- a) The Union and the Employer will meet within ten business days of notification of the intent to proceed to arbitration, for the purposes of selecting a single arbitrator.
- b) Where a single arbitrator has been agreed upon by the Union and the Employer, the arbitrator will be requested in writing by the party requesting the arbitration, to set a place, time and date for the hearing within 120 days of such request.
- c) Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the 120 day period stipulated, the Union and the Employer will meet within ten business days to select another arbitrator.
- d) Where the Union and the Employer are unable to agree on a single arbitrator within ten business days of meeting for that purpose, or where two arbitrators have been selected but decline or were unable to set a date within the 120 days specified, either the Union or the Employer may request, in writing to the Minister of Labour, for the Government of Ontario to appoint an arbitrator.

**14.02 Arbitrator’s Authority and Process**

- a) The Arbitrator will hear and determine the subject of the grievance and will issue a decision which is final and binding upon the parties and upon any Employee or Employer affected by it.
- b) The Arbitrator will determine their own procedure, but will give full opportunity to all parties to present evidence and make representation.
- c) The Arbitrator will not have the power to alter or amend any provision of this Agreement.
- d) The Arbitrator will have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- e) The Arbitrator will have jurisdiction to determine whether a grievance is grievable.

**14.03 Clarification of Decision**

Should the Union and the Employer disagree as to the meaning of the decision of the arbitrator, either party may apply within 15 business days to clarify the decision.

**14.04 Arbitrator's Expenses**

The Union and the Employer will bear the expenses of its representative and both will share equally the fees and expenses of the arbitrator.

**14.05 Access to the Work Place**

The Union and the Arbitrator will have access to the Employer's premises to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance. Such timely access will not be unreasonably withheld upon notice being given, and will not unreasonably interfere with the operation of the Employer's business.

**14.06 Time Limits**

The time limits defined under *Article 14* may be extended by mutual agreement between the Union and the Employer.

**14.07 Time Off for Union Duties**

Absence from work shall be permitted where it is required to prepare for, travel to and attend any arbitration process. Time spent in the preparation of, travel to and attendance of any arbitration process shall be considered time worked in accordance with 7.02.

**ARTICLE 15: PROGRESSIVE DISCIPLINE**

**15.01 Just Cause**

The Employer shall not discipline, suspend or discharge an Employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

**15.02 Progressive Discipline**

**15.02.1** The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an Employee shall be given a reasonable opportunity to correct the situation complained of.

**15.02.2** Any of the time allowances set out in this Article may be extended if mutually agreed to in writing by the Employer and the Employee. Such agreement shall not be unreasonably withheld by either Party.

**15.02.3** Failure to reasonably conform to the provisions of this Article shall render the progressive discipline, suspension or discharge null and void.

**15.03 Progressive Discipline Process**

**15.03.1 Step One: Notice of Informal Meeting**

Prior to any consideration of progressive discipline, the Employer who has a complaint or who has received a complaint concerning an act, omission, or failure to conform to a required standard (including but not limited to, gender, sexual, racial or ethnic harassment) shall, within ten (10) days of receiving the complaint, notify the Employee in writing and schedule a meeting to be held within fifteen (15) days to discuss the subject matter of the complaint informally. The Notice of Meeting shall include a brief but clear statement of the allegations which form the basis of the complaint, as well as the time, place, and date of the meeting, and shall inform the Employee of

their right to Union representation at the meeting. If the complaint is dismissed by the Employer, the Notice of Meeting and all other relevant documentation shall be destroyed.

**15.03.2 Step Two: Letter of Warning**

If the complaint is not dismissed, or otherwise resolved, as a result of the meeting referred to in **Article 15.03.1**, or where the Employee waives explicitly, or implicitly by not attending, their opportunity for such meeting, the Employer may, within twenty-one (21) days of the meeting, send the Employee a Letter of Warning. The Letter of Warning shall state the progressive discipline action that may be imposed if the Employee fails to conform to the required standard by a given date to be determined by the Employer. Such date shall give the Employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning. No act, omission, or failure to conform to a required standard shall appear in a Letter of Warning which did not appear in the Notice of Meeting issued under **Article 15.03.1**. If the problem(s) referred to in the Letter of Warning are addressed by the Employee, the letter shall remain in the Employee's Progressive Discipline File and the Progressive Discipline Process will be considered resolved.

**15.03.3 Step Three: Progressive Discipline Meeting**

If the Progressive discipline Process is not resolved within fifteen (15) days of the time period described in the letter of warning, and prior to imposing discipline, the Employer shall notify the Employee in writing of the time and place of the Progressive Discipline Meeting to enable the Employee to make adequate response to the allegations. The Employer shall also inform the Employee that she is entitled to Union representation at the meeting. During the Progressive Discipline Meeting, the Employee shall have the right to make their views known verbally and to have these views taken into consideration before the final decision to take action is made.

**15.03.4 Step Four: Notification of Action**

The Employer shall advise the Employee in writing of its decision within fifteen (15) days of the Progressive Discipline Meeting referred to in Step Three and the decision shall include the reasons as to why any disciplinary action is to be taken. The Employee shall have the right to respond in writing to any written discipline within five (5) days of receiving the Notification of Action. The Employee's response shall be appended to their Progressive Discipline File.

**15.04 Confidentiality**

The Employer and the Employee agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the parties involved in the investigation and processing of the complaint.

**15.05 Progressive Discipline Files**

**15.05.1** Both parties agree that an Employee's personnel file may contain entries of a disciplinary nature and must be kept in a locked and safe place.

**15.05.2** The record of a progressive discipline action and matters forming the basis of or raised during such a progressive discipline action shall not be referred to or used against an Employee after a period of twelve (12) months following such an action, unless a directly related progressive discipline action occurs during such a period. In such actions, the earlier action and matters forming the basis of or raised during such action may be referred to or used against an Employee for a further twelve (12) months following the subsequent progressive discipline action. Any time during which an Employee is on total layoff shall not be regarded as part of the twelve (12) month period(s) specified above.

**15.06 Extreme Situations**

Notwithstanding **Articles 15.02, 15.03.1 and 15.03.2** it is understood that the Employer reserves the right, in extreme situations, to suspend an Employee with pay for just cause without having to first issue a Letter of Warning (**15.03.2**). Extreme situations are those in which an Employee jeopardizes the health and safety of other Employees, Managers, Coordinators or the Employer; if their conduct places the functioning of the FMTA in jeopardy; by defaming or bringing into disrepute the reputation of the FMTA; or, theft.

**15.07 Grievance**

Grievance related to the procedures set forth in this Article, or to any disciplinary action, suspension or discharge, may proceed to Step One of *Article 13* within fifteen (15) days of the date of notification by the Employer stipulated in *Article 15.03.4*. The grievance may then proceed according to the remainder of *Article 13*.

**15.08 Right to Refuse**

The Employees covered by this Agreement shall have the right to refuse to cross legal picket lines that directly interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal. Staff shall endeavor to continue working in an alternate location.

**15.09 Without Prejudice**

If the Employer chooses not to apply progressive discipline to a particular situation or to withdraw at any stage, such action or lack of action will be entirely without prejudice.

**15.10 No Prospect of Returning to Work**

Relief and Casual employees who are offered shifts and do not accept a shift for a continuous period of two (2) years (not including leaves) can be terminated for having No Prospect of Returning to Work. This provision applies only to Relief and Casual employees who work the Appendix A position. It is understood that an employee who indicates that they are available to work a shift but is not ultimately assigned that shift shall be deemed to have accepted the shift for the purposes of this article.

**ARTICLE 16: SENIORITY**

**16.01 Definition**

Seniority is defined as length of service in the bargaining unit and will be applied on a bargaining unit wide basis. Seniority will be applied in determining preference for promotions, transfers, demotions, layoffs, recall and as set out in other provisions of this Agreement.

**16.02 Probationary Period**

Newly hired Employees shall be employed on a probationary basis for a period of 4 months (fifteen 7 hour shifts in the case of casual workers). During the probationary period, employees shall be entitled to all rights and benefits of this agreement except as otherwise stated and except with regards to discharge. The employment of any such employees may be terminated at any time during the probationary period, without progressive discipline to the grievance process, unless the Union claims discrimination, as noted in Article 6, as the basis of termination.

The Employee will be given orientation, training, and feedback during this time period. After completion of the probationary period, seniority will be effective from the original date of hire.

Before the probationary period ends, the Employer may issue a formal evaluation (**Article 17.04**). If there has been no finding of any unsatisfactory performance prior to the end of the four month probationary period, the Employee shall be deemed to have completed their probationary period

Following a finding of unsatisfactory performance, probationary Employees may be discharged, subject to the Employer acting reasonably, fairly, equitably, non-discriminatingly, and in good faith.

### **16.03 Seniority List**

The Employer will maintain a seniority list showing the date upon which service in the bargaining unit commenced for each Employee. This list will be made available upon request by any member of the bargaining unit.

### **16.04 Loss of Seniority**

An Employee will not lose seniority while duly absent from work in accordance with other applicable Articles of this agreement, because of sickness, accident, layoff or leave of absence approved by the Employer, or legal strike action. An Employee will only lose seniority in the event that:

- a) The Employee is discharged for just cause and is not reinstated through the Grievance Procedure.
- b) The Employee resigns or retires.
- c) The Employee fails to return to work within one week following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to advise the Employer of any such cause, and to ensure the Employer is kept informed of their current address and phone number.
- d) The Rehire Limit as defined in **Article 20** has passed.

### **16.05 Temporary Employee**

Temporary Employees shall accrue seniority for the duration of their contract(s). Also, if they are rehired after a contract has terminated, seniority shall be considered accrued for all contracted periods.

## **ARTICLE 17: EVALUATIONS**

### **17.01 Evaluations**

The parties agree that Employees are entitled to receive and the employer is entitled to give annual evaluations of the Employee's work and abilities.

### **17.02 Informal Evaluation**

Prior to the completion of a probationary period of 4 months (fifteen 7.5 hour shifts for casual workers), an Employee may request an informal evaluation for the purpose of ascertaining their job

performance. This evaluation shall be used only as voluntary method for gauging an Employee's work, and shall not be used to penalize or discipline an Employee.

### **17.03 Formal Evaluation**

a) The Employee or Employer may request a formal evaluation once per year to be completed by the program Executive Director and signed by the Employee. The Employee will give the Employer 1 months notice to request the evaluation

b) New Employees under their probationary period can be given an evaluation after approximately 3 months of employment (7 shifts for casual workers) which will be given to the Employee before their probationary period expires.

### **17.04 Method of Evaluation**

**17.04.1** The Executive Director, in consultation with the Employee, shall decide a time and a date for an interview where the Executive Director shall discuss the Employee's performance evaluation.

**17.04.2** The Executive Director shall prepare a Summary Evaluation Form.

**17.04.3** The Executive Director shall then discuss the Summary Evaluation Form with the Employee indicating both strengths and weaknesses in the Employee's performance.

**17.04.4** The Executive Director shall also, in consultation with the Employee, set performance goals that should be reviewed at the next annual evaluation.

**17.04.5** The Executive Director and the Employee shall attempt to find mutually satisfactory solutions to any concerns raised in the Summary Evaluation. In the event that a mutually satisfactory solution is not found, then either the Employee or the Executive Director may refer the matter to the personnel committee. The personnel committee shall find an appropriate solution to the matter within 28 days of the following Board Meeting.

**17.04.6** The Employee shall sign the Summary Evaluation Form to indicate that the meeting has taken place and that the employee has read the Summary Evaluation Form.

**17.04.7** The Employee may respond in writing to any aspect of the Summary Evaluation and the Employee's response shall be appended to the Summary Evaluation Form.

**17.04.8** The Executive Director shall report to the Personnel Committee upon the completion of all employee probationary and job performance reviews and shall notify them that they have been placed in the Employee's Personnel File.

### **17.05 Confidentiality**

All information will be kept private and confidential. All evaluations will be kept in the Employee's Personnel File at the FMTA premises, in a locked cabinet in the office. The contents of the Employee's Personnel File shall be confidential. The Executive Director shall release the contents of the Personnel File only to the Employee affected. No documentation or written or oral extract from the file may be released to anyone other than the Personnel Committee members without the Employee's written consent for such release except as stated in **Article 21**.

## ARTICLE 18: STRIKES AND LOCKOUTS

### 18.01 No Strikes and Lockouts

For the duration of this Agreement, there will be no strikes or lockouts by the Employees covered by this agreement, except as outlined in the Ontario Labour Relations Act.

### 18.02 Third Party Pickets

In the event that any other Employees who are members of either CUPE or other parties that are engaged in a strike and maintain a picket line:

Employees covered by this Agreement shall have the right to refuse to cross picket lines that directly interfere with the performance of their duties. Failure to cross such picket lines shall not be grounds for disciplinary action. Salary shall not be deducted for any time not worked as a result of such refusal. If the Employer requires, Employees who refuse to cross picket lines that directly interfere with the performance of their duties shall endeavour to work in an alternate location.

### 18.03 Toronto Transit Commission Strike

In the event of a Toronto Transit Commission strike it is expected that Employees will make an effort to report to work. For the 1st day of TTC Industrial Action the employer will not penalize either in terms of wages or time who either reports in late or is unable to report to work. On subsequent days of a TTC Industrial Action, FMTA employees are expected to report to work as usual. If the cost of taking alternative transportation to work during these times are significant, a Labour-Management meeting shall be held to resolve the issue.

## ARTICLE 19: FILLING OF VACANCIES / HIRING PROCESS

### 19.01 Definition of Vacancy

For the purposes of this article, "Vacancy" shall be defined as any position listed under the Appendices, which becomes vacant whether through layoff, discharge, resignation, or retirement, or any bargaining unit position created by the Employer which has yet to be filled for the first time.

### 19.02 Notice of Vacancy

In the event of a vacancy, the Employer shall take steps to inform all Employees of such vacancy in writing, which will include providing written notice to the Union. Current FMTA Employees shall have priority for vacancies, in accordance with **Article 20**.

### 19.03 Equity Hiring Process

#### 19.03.1 All vacancy and hiring notices will include the following equity statement:

*FMTA welcomes the contributions that individuals from oppressed communities bring to our organization, and invites aboriginal people, people of colour, women, gays, lesbians, bisexuals, two-spirited people, transgendered people, transsexuals, single parents, members of ethnic minorities, immigrants and people with disabilities to apply. Any personal disclosure will be held in confidence.*

If applicable hiring notices will also include:

*We regret that the FMTA office is currently not fully wheelchair accessible.*

**19.04 Examination of Vacant Positions**

In the event of a vacancy, and prior to any action under this Agreement to fill such vacancy, the Union and Employer shall attend a meeting to discuss the job description for the vacant position. The Employer will provide the Union with two days notice of such meeting. In accordance with other provisions of this Agreement, the Union and Employer must mutually agree to amend any job description, or portion thereof.

**19.05 Recall of Employees on Layoff**

No new Employees will be hired when there are Employees on layoff, qualified and willing to do the job and able to start within ten working days. Accordingly, the recall process as defined in **Article 21** must be satisfied prior to undertaking any internal hiring or hiring process.

a) Any vacancy established through the creation of a new position *shall* be subject to the recall provisions as set out in **Article 21.05**

b) An employee that is laid off shall be recalled into equal or lesser hours but not more hours than they held before laid off. However an employee may be recalled into more hours if the employee is recalled into the same position the employee was laid off from and that position has been amended (with the consent of the union and employer) to include more hours.

c) Employees shall have recall rights to their previous position, if it becomes available, within the limits set out in **Article 21.05**

d) A permanent employee recalled into a temporary position shall be deemed to be a permanent employee and shall have all the rights of a permanent employee under the collective agreement

**19.06 Hiring Committee**

**19.06.1** The role of the Hiring Committee shall be to recommend potential candidates. The Board shall have ultimate authority in the hiring of Employees.

**19.06.2** A Hiring Committee (herein for the remainder of **Article 19** referred to as “the Committee”) will be appointed for the purposes of undertaking the hiring process for any vacancy of a position that is lasting more than six weeks and is covered by the bargaining unit. A hiring committee may be struck at the discretion of management, for positions lasting six weeks or less. Hiring for positions lasting under 6 weeks will be done in consultation with the Union in accordance with **Articles 19.09** and **20.01**. The Committee will consist of two members appointed by the Union, and two members appointed by the Employer. The Employer will notify the Union of the creation of the Committee, following which both the Union and the Employer will have five business days to appoint their respective members. The Union and the Employer shall endeavor to appoint Hiring Committee members from a diversity of oppressed groups, as designated in **Article 6.03**.

**19.06.3** A Hiring Committee as proposed in **Article 19.06.2** will also be struck with regards to the hiring or creation of any new positions including positions that would be outside the Bargaining Unit with the exception of management positions. The Employer recognizes the importance and right of staff participation in the expansion of the FMTA.

Notwithstanding the above article it is understood that one Union Representative will sit on the Hiring Committee of Management positions, regardless of the type of hiring committee struck by the Board.

**19.07 Conflict of Interest**

No person shall be part of the hiring process if the person has a conflict of interest. A conflict of interest or bias exists if any candidate is related to or living in the same residence or in a relationship with a member of the staff, Board member or member of the Personnel Committee, the employer, management, or any other person.

No application for any Permanent or Temporary position shall be accepted from a director or officer of the FMTA or from their spouse, child or common-law relation unless the applicant has not held a position on the board of directors for a minimum period of 12 months.

No application for any position shall be accepted from any member of the Board or Personnel Committee.

**19.08 Hiring Process Determination**

The Committee will determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants, prioritizing equity and seniority. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory. The Committee will not have the authority to alter or amend the job description in any way, without consent of the Union.

**19.09 Job Posting**

The Committee will draft a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under the Appendices, the qualifications, required knowledge and education, skill, shift, wage rate, the method for properly applying, the preferred format for applications, and the deadline by which applications must be submitted.

**19.10 Internal Posting Period**

The posting for a vacancy shall be first advertised internally by print and electronic mail. At the same time, employers will take reasonable steps to ensure Employees on leave are informed of the posting. Employees are required to submit an internal application within five (5) business days after they have been informed of the vacancy. The interview and hiring process will then continue as described in **Article 20**.

**19.11 External Advertising**

Where no application has been received from an Internal Applicant, or where the requirements of **Article 20** have been fulfilled and a vacancy still exists, hiring notices should be sent within reason to any local women's, aboriginal, people of colour, cultural, lesbian, gay, bisexual, transsexual, transgendered, two-spirited, single parent, newcomer, and disability centre(s), organization(s) and/or e-newsletters, as well as through non-traditional recruitment methods that target under-reached equity-seeking groups, for no less than fourteen (14) working days. The union shall have access to this list of organizations and be able to contribute to it.

**19.11.1** The hiring shortlist shall include members of designated groups included in **Article 6**.

**19.12 Hiring Committee Recommendations**

The Committee will endeavor to evaluate the applicants based on the criteria established at the start of the hiring process. Based on these evaluations, the Committee will recommend the most appropriate applicant to the Employer. Where a unanimous recommendation from the Committee members is not possible the Committee may:

- a) Issue “majority” and “minority” recommendations, outlining the supporting rationale for two candidates
- b) Propose to the Employer further steps to be taken to identify the most appropriate applicant, which may include re-inviting previous applicants to a subsequent interview

The Employer and the Union agree that, given the mandate of the Federation of Metro Tenants’ Associations, the Employer will not hire for any position either full-time, part-time, or temporary any person who is either a residential landlord or an agent or Employee of a residential landlord.

### **19.13 Hiring Decision**

In accordance with **Article 3.02(c)**, the final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee under **Article 16.02**. The Employer has the responsibility of informing the chosen candidate about the decision.

If the Committee is hiring more than one Employee, the Committee will recommend which candidate shall be hired with an earlier start date for the purposes of establishing seniority.

### **19.14 Starting Salary**

The starting salary of all new Employees shall be the base rate, as defined by **Article 29**.

### **19.15 Training Period**

The Employer is responsible for ensuring that an Employee, upon hiring, is provided with formal and adequate training in the fulfillment of the duties of their position.

## **ARTICLE 20: INTERNAL HIRING**

### **20.01 Internal Hiring Priority**

An Internal Applicant, where qualified, or could be with training, shall be hired to fill any position that becomes available. Internal Applicants shall generally be considered on the basis of seniority. However, in the following situations, workplace equity considerations may take precedence over seniority:

- a) When there is under-representation of designated employment equity groups in full-time and/or permanent positions and all applicants to the open position have at least two years of seniority, and/or;
- b) When fluency in languages other than English or French are a priority skill for the open position.

**20.01.1** In cases where a position calls for higher qualifications, more specialized skills, or certifications that this applicant does not possess, the Employer must consider whether the job is such that the applicant could learn and perform the duties after a reasonable time during which training is provided, an orientation occurs, and written information regarding the requirements of the position is provided, subject to **Article 19.01.1**.

- 20.01.2** If the Evaluation indicates that the applicant cannot perform the required duties they will be returned to their former position. Any Employee displaced by this movement will also be returned to their former position except for any probationary Employees who may be terminated.
- 20.01.3** An employee hired for less than six weeks without a hiring committee as per **Article 19.06.02** shall not be eligible for internal hiring.
- 20.01.4** The Hiring Committee may consider the contents of the internal applicant's personnel file limited to resolved progressive discipline and the last 2 formal evaluations, subject to **Article 17.05**.
- 20.02 Denial of Internal Hiring**  
If an Internal Applicant is not selected for the position, the Hiring Committee must put the details of their decision in writing and send a copy to the applicant and the Union steward(s), within five business days.
- 20.03 Continuation of Hiring Process**  
Should an Internal Applicant decide to grieve the outcome of the internal hiring process, the Employer shall have the right to proceed with the hiring process as outlined, and make a conditional offer of employment to another candidate. However, if the grievance succeeds the Employer shall have the right to terminate the employment relationship with the other candidate.
- 20.04 Swap**  
Two Employees may negotiate a swap if there is mutual agreement of the Executive Director and the Employees involved.

## **ARTICLE 21: LAYOFFS AND RECALLS**

- 21.01 Definition of Layoff**  
Layoff shall be defined as the cessation of work including a reduction in the hours of work due to lack of funding.
- 21.02 Access to Information**  
All Employees shall be given access to the financial and/or policy information used in justifying the layoff, upon request. Such access shall be given as soon as possible.
- 21.03 Seniority and Security**  
The Union and the Employer recognize that job security should increase in proportion to length of service in the bargaining unit. In the event of a layoff, an Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising this right is qualified or could be with training within 2 months for the position. Such bumping rights must be exercised within 15 working days of the Notice of Layoff as defined in **Article 21.04**. For the purpose of this section a hotline position shall be defined as: the amount of shifts a hotline worker holds on the hotline.
- a) An employee can bump into only one position, held by one employee.
  - b) An employee cannot bump into more hours.
  - c) An employee can bump into less hours but will be deemed to be on partial layoff until they gain their hours back either through internal hiring or recall.

d) A permanent employee bumped into a temporary position shall be deemed to be a permanent employee and shall have all the rights of a permanent employee under the collective agreement. For the purpose of this section a hotline position shall be defined as: the amount of shifts a hotline worker holds on the hotline

**21.04 Notice of Layoffs**

The Employer will provide written notice of impending layoffs to the affected Employee(s) no less than ~~15~~ **30** ~~20~~ **working days** prior to the effective date, or will issue equivalent salary for the period in lieu thereof.

**21.05 Recall Order**

The Employer will recall Employees in the order of their seniority, provided they are qualified to do the work. Permanent Employees shall be recalled to work in reverse order of lay-off. An Employee shall have recall rights for a period equivalent to the seniority the Employee had accrued at the time of the lay-off to a maximum of eighteen months.

b) Any employee deemed to be unqualified after two months training will be put back into previous position.

An employee deemed unqualified for a position will be entitled to a minuted meeting. Staff can exercise the right to Union Representation at the meeting. The employee has a right to respond in writing within 10 business days after the meeting. The employee's response will be presented to the board by management

**21.06 Employer Request to Recall**

When the FMTA receives written notice of re-acquisition of funding, the Employer must give at least 3 weeks written notice (recall note) to the Employee.

**21.07 Employee Response to Recall**

Upon receipt of a recall note, the Employee shall inform FMTA in writing, within one week, of their intent to return to work on the recall date. Failure to so inform, or to accept the recall, shall result in the loss of recall rights for the particular position, or group of positions, offered on the particular date of recall.

## **ARTICLE 22: TRAINING AND EDUCATION**

**22.01 Commitment to Training and Education**

The parties recognize the organizational and individual benefits to be obtained through staff training, and that training shall be understood as an ongoing means of enabling Employees to maximize their talents and their abilities.

**22.02 New Employee Training**

In addition to ongoing training, all new Employees will be provided with a thorough orientation and appropriate training for their position.

**22.03 Conflict Resolution Training**

All Bargaining unit Employees are required to attend a Conflict Resolution Training session organized by the employer or by an accredited organization within one (1) year of their initial start

date. The Employer is responsible for ensuring this happens and that adequate funds are made available. The Employee can opt out of such training, if they show completion of similar training.

#### **22.04 Human Rights, Anti-Oppression, and Equity Training**

Recognizing that achieving workplace equity goals is an ongoing process, all Employees and the Executive Director will undergo training on workplace equity and anti-oppression. The Board of Directors will be encouraged to attend and will strive to attend this training in the spirit of maintaining workplace equity. In the absence of requests otherwise, the mandatory training will take place at least once per year, within six months following the Annual General Meeting. The Employer, in consultation with the Union, is responsible for organizing this training and ensuring that adequate funds are made available. The Union and Employer will jointly commit to ongoing assessment, evaluation, and monitoring of workplace equity training needs.

#### **22.05 Training and Education Requested by the Employee**

FMTA shall maintain a line item of **\$400 for each** ~~\$500 for each program~~ **employee for training and education, per calendar year.** Training must be related to the employee's position and shall only be withheld if their attendance adversely affects the operation of the FMTA or if the line item has been exhausted for the year. The training or education shall occur on the employee's own time and payment will only be made upon proof of successful completion of such training and education. Requests for the subsidy must be submitted to and approved by the ~~Personnel committee~~ **Management** prior to the commencement of the course. **Excludes agency-wide or department-wide training that includes all staff members. This amount does not roll over.**

### **ARTICLE 23: HEALTH AND SAFETY**

#### **23.01 Workplace Health and Safety**

The Employer shall make all reasonable provisions for the health and safety of Employees during working hours, and abide by Ontario's Health and Safety Act, as well as the Federal and Municipal health and safety regulations. The Union may, from time to time, bring to the attention of the Employer in writing any suggestions in this regard for their consideration.

**23.01** The Employer shall post the names of the members of the health and safety committee and the committee's function in the workplace.

#### **23.02 Flood, Fire, Natural Disaster or Man-Made Disaster**

In the case of flood, fire, natural disaster or man-made disaster that affects the workplace environment and requires the Employer to shut down the FMTA, the Employer must continue to pay the regular salaries of the Employees. As soon as it is possible, the Employer shall recall the Employees in writing. The Employee's can refuse to work or stay at work if the conditions are deemed to be dangerous with no loss of wages. The Employees will resume their duties and the time away from the workplace will not affect the seniority list, sick days, or vacations.

#### **23.03 Emergency / First Aid Training**

CPR training and/or Emergency/First Aid Training will be offered to at least 3 Employees per year. The time spent for this training will be considered hours worked and the Employee will be paid according to their salary. CPR training will be available on an annual basis.

#### **23.04 Computer Stations**

- a) Employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation.
- b) In purchasing new or replacement computer station equipment, the Employer shall ensure that emission levels from VDT equipment do not exceed those allowed by current Ontario governmental standards and shall ensure that other computer station equipment adequately provides for the comfort and health of the Employee.
- c) The Employer shall provide the Employees with an ergonomic environment, including chairs, desks and other technologies.

**23.05 Right to Refuse Work**

An Employee has the right to refuse hazardous work.

**23.06 Work-Life Balance**

Recognizing the importance of a work-life balance for all Employees, no member of the Outreach and Organizing Team shall be required or expected to organize in a building or complex in which they reside or Tenant Association in which they are a member.

**23.07 Bed Bugs**

- a) In the event that an Employee has a bed bugs infestation at their home, the Employer will reimburse up to \$1000 for bed bug treatment
- b) The Union and Employer will develop an Office Bed Bug Policy towards protecting the office from bed bug infestations. This policy will include all Employees receiving training on preventing and treating bed bug infestations.

**23.08 Emergency Contact**

The Employer will provide an alternative contact to call in emergency health and safety situations when the Executive Director is away and/ or cannot be reached. The Employer shall advise all employees, not on leave, when the Executive Director will plan to be away and the duration of the absence at least three days in advance and in writing.

**ARTICLE 24: HOLIDAYS**

**24.01 Paid Holidays and statutory Days Off**

Employees shall be given the following paid holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Family Day, August Civic Holiday, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Christmas Eve, Christmas Day, Boxing Day, 1 Personal Floating holiday to be used with 2 weeks advance notice. And all other days proclaimed as statutory holidays by the Federal, Provincial and/or Municipal governments.

The days between December 24th until and including January 2nd shall be considered as time off with pay.

**24.01.01 Definition of Personal Floating Holiday**

To be used as a holiday for whichever purpose the employee requires.

**24.02 Holidays Falling on Saturday or Sunday**

In the event any of the holidays listed occur on a Saturday or Sunday, the preceding Friday or the following Monday shall be the holiday as set out by the government.

**24.03 Holidays during Vacation**

If any of the holidays listed occur during an Employee's vacation, such holiday shall be recorded as a holiday, not a vacation day.

**24.04 Part-Time Employees**

All part-time Employees shall be entitled to payment for vacations pursuant to **Article 25**, pro-rated to their part-time hours.

**24.05 Religious Holidays**

The Employer recognizes that an Employee may, for religious or **cultural** reasons, wish to observe holidays other than those listed in **24.01**. In such cases, and subject to **two weeks** advance written notice, the Employee **Shall will** be entitled to **observe such holidays a maximum of two times per year**. If additional days are required, Employees may use accumulated vacation or lieu time, to observe such holidays.

## **ARTICLE 25: VACATION**

**25.01 Vacation Year**

Yearly periods shall be calculated based on a calendar year. Employees who start within the year will accrue vacation pro-rated from the date employment commenced to the end of the calendar year for the first year only.

**25.02 Vacation Entitlement**

All New Permanent Staff shall be entitled to paid vacation as follows:

- a) In the first three years of employment, employees are entitled to vacation at the rate of three weeks (15 business days) per year
- b) In the fourth, fifth and sixth year of employment, employees are entitled to vacation at the rate of four weeks (20 business days) per year
- c) In the seventh, eighth and ninth year of employment, employees are entitled to vacation at the rate of five weeks (25 business days) per year
- d) In the tenth and subsequent years of employment, employees are entitled to vacation at the rate of six weeks (30 business days) per year
- e) Part-time staff shall have paid vacation time pro-rated to hours worked per week.
- f) Casual workers shall be entitled to have vacation pay for 10% of their straight time pay in lieu of scheduled vacations, which shall appear on each paycheque.

**25.03 Payment in Advance of Vacation**

Should the Employee's vacation fall on the fifteenth and/or the last business day of the month, the Employer shall pay the Employee in advance of the Employee's vacation.

**25.04 Probationary Vacation Entitlement**

New Employees may only use Vacation entitlement accrued under **Article 16.02** following three months of employment.

**25.05 Carry Over of Vacation Entitlement**

Vacations shall be taken within the year in which it is accrued. Employees may carry up to a maximum of one week (5 business days) vacation entitlement which remains unused at the end of any Vacation Year, for use in the next Vacation Year.

Beginning with the Vacation Year during which their fifth employment anniversary falls, Employees may carry forward up to two weeks (10 business days) of vacation entitlement which remains unused at the end of any Vacation Year, for use in the next Vacation Year.

**25.06 Vacation Requests**

Vacation entitlement shall be used at times mutually agreeable to the Employee and the Employer. The Employee shall inform the Executive Director regarding vacation plans, at least 30 days in advance. Approval will only be denied if the FMTA's operations will be adversely affected.

**25.07 Seniority and Vacation Scheduling**

If scheduling conflicts occur or in the case where concurrent vacations will have an adverse affect to the Employers operations, vacations will be granted first on the basis of seniority.

**ARTICLE 26: SICK/MEDICAL LEAVE**

**26.01 Definition of Sick Leave**

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, the illness of an Employee's child or dependent that necessitates their absence, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

**26.02 Sick Leave Accrual**

Employees can earn sick leave entitlement of 24 days per calendar year, beginning at the date of hiring. There shall be no pay-out of sick leave credits accumulated at the time of lay-off, discharge, or retirement. It is understood that employees can carryover their accrued sick days from year to year to a maximum of 10 days per year. Such days shall not accumulate.

**26.03 Sick Leave Usage**

One sick leave day will be deducted from an Employee's accrued total, for all normal working days – exclusive of holidays as defined under **Article 25** – that an Employee is absent from work for the purposes and reasons defined under **Article 26**. Where an Employee attended work for any part of a regular working day, 0.5 of a sick leave day will be deducted.

**26.04 Sick Leave Notification**

Employees will take all reasonable steps possible to notify their defined Supervisor of their impending absence, prior to the start of the work day, or as soon as is known where a health situation will necessitate an anticipated extended absence. For the purposes of **Article 26**, telephone conversations, voice mail, and/or e-mail will be accepted forms of notification

In the event of recurring or lengthy illness, the employee's supervisor may request a doctor's certificate. Where such certificate is required by the Employer, the Employer will pay the full cost of the certificate.

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

**26.05 Wellness & Preventative Medical Leave**

Employees will be granted up to 14 half-days or 7 full-days per year with full pay, in order to engage in activities that promote wellness or reduce stress, personal self-care preventative medical, dental or other such health care, with two days notice given to the Employer, wherever possible. Such time is not to be considered sick leave as outlined in **Article 26.1** and **Article 26.3**.

**26.06 Retention of Sick Leave Entitlement**

When an Employee is given Leave of Absence as defined under **Article 27**, or is laid off as defined under **Article 21**, such Employee will retain the sick leave accrued prior to leave or layoff upon returning to work.

**26.07 Sick Leave Without Pay**

Sick leave without pay will be granted to an Employee who does not qualify for sick leave with pay until such time as the long term disability provision outlined in **Article 30.03** comes into effect. An Employee who qualifies for long-term disability payments shall be granted leave until they are able to return to their job.

**26.08 Notice of Return**

Employees must provide a medical note stating when it is possible for the employee to safely return to work following an unpaid sick leave.

**26.09 Calendar Year**

For the purposes of **Article 26**, calendar year means January 1<sup>st</sup> to December 31

**NEW 26.10 Menstrual and Menopause Leave**

**An employee is entitled to 5 days leave with pay per year in the event of inability to perform work duties because of menstruation and menopause., and their associated symptoms. A medical certificate is not required. Such time is not to be considered sick leave as outlined in Article 26.01 and Article 26.03.**

**ARTICLE 27: LEAVE OF ABSENCE**

**27.01 Retention of Benefits – Layoff**

The Employer agrees to maintain the Employee's benefits described in **Article 30.01** during the first four (4) months of a layoff.

**27.02 Retention of Benefits – Paid Leave**

While exercising any Paid Leave, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement.

**27.03 Retention of Benefits – Unpaid Leave**

While exercising any Unpaid Leave, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement, with the exception of Vacation Entitlement Accrual as defined in **Article 25** and Sick Leave Accrual as defined in **Article 26**.

An Employee on unpaid leave shall retain their benefits for 2 months or up to \$500.

However, an Employee on unpaid leave beyond two months will have the choice of remaining on the Extended Health and Dental Group Benefits Plan or a similar plan only at their own expense, if possible. The Employer will cooperate with the Employee in facilitating this arrangement. When the Employee returns from Unpaid Leave, the Employer shall ensure that the Employee's benefits are re-activated for the Employee's first day of return, or the first date possible.

**27.04 Retention of Seniority**

In no case shall any Leave on the part of an Employee, as defined under **Article 27**, result in a loss of seniority to the Employee.

**27.05 Bereavement Leave**

Employees will be granted Bereavement Leave with full pay, as follows:

- a) Ten working days in the case of death of a child, parent, partner or sibling
- b) Five working days in the case of death of an extended family member or close personal friend
- c) In cases where the Employee is compelled to travel to attend to a bereaved family member or friend in excess of 500 kilometers one-way from their primary place of residence, the Employee will be granted an additional two working days paid leave

**27.06 Compassionate Leave**

Employees will be granted Compassionate Leave with full pay, as follows:

- a) Five working days per year, in the case of serious illness of a child, close personal friend, parent, partner or sibling
- b) Three working days per year, in the case of an extended family member

**27.07 Marriage Leave**

Employees will be granted Marriage Leave with full pay, as follows:

- a) Two working days in the case of an Employee's marriage or other commitment ceremony to be taken on, or as an immediately adjacent working day to, the day of such ceremony
- b) One working day per year in the case of the marriage or commitment ceremony of an Employee's child, sibling, partner, or parent, where the ceremony will fall on a regularly schedule working day, or where the ceremony will take place 500 kilometers or more from FMTA.

**27.08 Pregnancy/Parental Leave**

Employees will be granted Pregnancy/Parental Leave in accordance with the Ontario Employment Standards Act.

While on **standard** Pregnancy/Parental Leave (**within 52 weeks/12 months**), full-time and part-time Employees will receive their full salary less any Employment Insurance benefits they are entitled to. **While on extended parental leave (within 78 weeks/18 months), employees will receive salary less any Employment Insurance Benefits they are entitled to pro-rated to an amount equal to Standard Pregnancy/ Parental Leave Salary.**

Employees shall continue to receive their normal benefits at the employer's expense during pregnancy/parental leave, and shall continue to accrue seniority for the duration of such leave.

Employees will be reinstated in their former position at the expiration of pregnancy/parental leave.

The Employer shall accommodate the needs of pregnant Employees in performing the essential duties of their jobs, unless to do so would cause the Employer undue hardship.

If Employees wish to return to work they must give two weeks notice of their intention to return.

**27.09 Household Leave**

Employees will be granted Household Leave with full pay, as follows:

- a) Up to three days as required, in the case of a flood, fire, or other catastrophe causing significant damage to an Employee's home
- b) One working day per year to allow for the relocation of an Employee's household

**27.10 Election Leave**

Employees will be allowed Election Leave with full pay, three consecutive hours off before the closing of polls in any federal, provincial, or municipal election or referendum.

**27.11 Judicial Leave**

Employees will be granted Judicial Leave to serve as a juror or subpoenaed witness in any court of law, during which period the Employee will receive the difference between their normal earnings and any payment received for such service – excluding payment for travel, meals or reimbursement for other expenses. Accordingly, the Employee will present proof of service and the amount of pay received within ten business days of receipt of such payment.

**27.12 Paid Union Leave**

Two Employees will be granted Union Leave with full pay, upon five working days notice being provided, to attend Union Meetings of CUPE 1281, scheduled during regular working hours to a maximum of sixteen (16) hours per calendar year, per Employee. Time spent at such meetings will not be used in the calculation of overtime as defined in **Article 28**.

**27.13 Unpaid Union Convention Leave**

Employees will be granted Union Convention Leave without pay, upon five working days notice being provided, where such Employee has been elected to represent the Union at any Union function as provided in the Agreement and in the CUPE Constitution. Such Leave will not exceed a total of 15 working days per Employee in any calendar year, and only one Employee will be granted Leave under this clause at a time.

**27.14 Unpaid Elected Union Leave**

Employees will be granted Elected Union Leave without pay, upon one month notice being provided, where such Employee has been elected or appointed to a full time position with the Union or any organization with which the Union is affiliated, such leave not to exceed one year. Further, upon request, any Employee who is elected to the Union's Local executive committee and who requires unpaid leave to perform the part-time duties of that office shall be granted unpaid leave.

**27.15 Unpaid Public Office Leave**

Employees will be granted Public Office Leave without pay, upon one month notice being provided, where such Employee has been elected to a full time position of public office, with the Municipal, Provincial, or Federal governments, such leave not to extend beyond the first term of office for such position.

**27.16 General Unpaid Leave**

Leaves of absence without pay are granted under the following schedule:

- a) Leave shall be granted by the employer upon condition of available resources and shall not be unreasonably withheld for up to one year, providing that satisfactory reason is provided to the Employer
- b) Written notice shall be given two months in advance and must include the commencement date and the term of the leave
- c) Employees shall be eligible for such leaves of absence only after 6 months of service

As is the case for all extended leave approved by the Employer, an Employee granted such a leave shall be returned on terms no less favorable than those enjoyed prior to such leave, with previous seniority retained at the prevailing rate of pay.

**27.17 Unpaid Penitentiary Leave**

Employees will be granted Penitentiary Leave with pay, where such Employee is incarcerated as a result of their reasonable actions undertaken with the purpose of implementing the directions of the Employer. The Employer shall pay all fines levied on Employees by criminal courts as a result of such actions by the Employee.

Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

**27.18 Unpaid Personal Leave**

With the exception of unpaid leaves for **Articles 27.05, 27.06, 27.07, Article 27.08, 27.10, 27.11, 27.12** – temporary and casual workers will not be granted leaves

**NEW 27.19 Quarantine Leave**

**An employee is entitled to leave with pay for lost time due to quarantine where they are unable to work, as certified by a qualified medical practitioner due to public health concerns. Such time is not to be considered sick leave as outlined in Article 26.01 and Article 26.03.**

## **ARTICLE 28: HOURS OF WORK, OVERTIME AND STAFFING**

### **28.01 Normal Work Week**

The normal work week for Employees shall be in accordance *with Appendices A, B, C and D* exclusive of meal periods, unless otherwise specified.

### **28.02 Time in Lieu**

Time in Lieu means the Employee may take time off for extra time worked as defined in **Article 1.08**.

Staff attending meetings outside of normal working time shall be allowed lieu time.

The lieu time for the meeting must be used by the end of the following month.

If the lieu time hours are not used as described above, it cannot be carried over.

### **28.03 Time Records**

The Executive Director shall keep a daily record of hours including overtime hours worked and vacation, sick leave and other leave taken.

The Executive Director shall maintain a record of each Employee's required hours of work, holiday and vacation entitlements, sick leave entitlements, hours worked in each day and month, vacation days taken, and leaves taken. The Executive Director shall regularly distribute an updated copy of this record to each Employee. This record shall also be available to the Personnel Committee.

### **28.04 Overtime**

No Employee shall be required to work more than the normal work week without their consent.

However, it is understood that Employees will try to respond to the FMTA's needs, particularly when extra Staff hours are required for the completion of important projects (e.g. The Annual General Meeting) or in response to unexpected changes in FMTA's Staff needs.

All overtime will be compensated by way of lieu time as set out in **Article 28.02**.

### **28.05 Original Section Struck (sections below renumbered)**

#### **28.05 Serious Weather Conditions**

The staff may close the office if emergency weather conditions warrant such action. No Employee shall suffer a loss of salary in such circumstances.

#### **28.06 Breaks**

There will be a one hour lunch for each 7.5 hour shift. Pro-rated for shorter shifts.

Employees shall have the option of a minimum of four 10 minute breaks per 7.5 hour work day. Additional breaks for Employee mental health and/or well-being may be permitted by the supervisor and shall not be unreasonably withheld.

#### **28.07 Minimum Length of Shift**

The minimum length of a shift may be 3 hours and 30 minutes in length if there is mutual agreement between the Employer and an Employee. The employee is entitled to half hour lunch and two 10 minute breaks.

**28.08 Scheduling**

Scheduling shall take place every 4 months. Hotline scheduling must be based on seniority in accordance with **Article 16**.

**28.09 Assignment of Relief Hotline Shifts**

As a relief shift becomes available, it will be offered to existing Hotline Counselors in order of seniority.

**28.10 Assignment of Permanent Hotline Shifts**

As a permanent shift becomes available, it will be offered to existing Hotline Counselors in order of seniority up to but not exceeding the equivalent of four 7.5 hour shifts per week.

b) Notwithstanding the above article it is understood that permanent hotline shifts shall be offered to laid off employees first in order of seniority as set out in Article 21.05 provided they are qualified to do the work, or could be with training within 2 months.

**28.11 Loss of Temporary Hotline Shifts at End of Leave**

If Hotline shifts are being filled temporarily due to leaves by more than one Counsellor, upon the return of any of these Counselors, those employees filling temporary shifts shall be laid off from shifts in order of reverse seniority.

**28.12 Travel Time**

Travel time for Outreach and Organizing (O&O) employees are considered work time. Anything more than 30 minutes for Outreach and Organizing (O&O) employees when travelling to a meeting outside the office from home or coming home from a meeting outside the office is considered time worked.

**28.13 Resignation Notice**

**Employees are required to give a minimum of two (2) weeks' notice before resignation.**

## **ARTICLE 29: EMPLOYEE SALARIES**

**29.01 Review of Base Salary Scale**

The base salary for all full-time Employees shall be reviewed annually by members of the Personnel Committee, the Finance Committee, the Coordinators and the Union. All adjustments to the Base Salary shall be approved by the Board of Directors and the Union. Upon changes to the base salary scale, the base salaries shall be appended to the Employee Job Descriptions [**Appendices A, B, C, D, E**].

**29.02 Part-Time Employee Salary**

All Part-Time Employee salaries shall be in accordance with the base salary and pro-rated.

**29.03 Temporary Employee Salary**

All Temporary Employee salaries shall be in accordance with the base salary and pro-rated.

#### **29.04 Payment of Salaries**

Employees shall be paid on the fifteenth and the last business day of each month. If the fifteenth or the last day of the month is not a business day, then Employees shall be paid on the last business day prior to the fifteenth or the last day of the month.

All Employees shall receive all payments owed to them within seven days of their termination date regardless of the reason for termination unless other terms of settlement have been authorized by the Personnel Committee and the Union.

#### **29.05.1 Salaries**

All Salaries shall be increased on an annual basis of 2.25% starting January 1, 2016.

#### **29.05.2 Base Salaries**

Employee's present salaries cannot be less than the increased base salaries for their particular jobs. If this is the case, the employee's salary must meet or exceed the base salary.

#### **29.06 Salary of bumped position**

The salary of a bumped employee shall be the base salary of the bumped position. When an employee bumps into a position where the wage per hour of the salary of the bumped position is lower ~~then than~~ the wage per hour of the base salary of the position laid off from, then this employee shall receive any percentage increases they have obtained through collective agreements since their hire date.

This provision will not apply to positions where contractual funder restrictions prevent such salary increases. **In the case where there are contractual funder restrictions preventing the salary of a bumped employee being the base salary, the employer will raise the wage to maximum allowed by the budget. No percentage increase can be greater than 10% above the base rate.**

#### **29.07 Salary of Position Transfers**

**The salary of an employee that transfers into a different bargaining unit position shall be the base salary of the transferred position. When an employee transfers into a position where the wage per hour of the salary of the position is lower than the wage per hour of the base salary of the position transferred from, then this employee shall receive any percentage increases they have obtained through collective agreements since their hire date.**

**This provision will not apply to positions where contractual funder restrictions prevent such salary increases. In cases where there are contractual funder restrictions preventing the salary of a bumped employee being the base salary, the employer will raise the wage to the maximum allowed by the budget.**

### **ARTICLE 30: EMPLOYEE BENEFITS**

#### **30.01 EI, CPP, and Workers Compensation**

Starting immediately upon commencement of employment, the FMTA shall pay the Employer's share of all EI, CPP, Workers Compensation and EHT premiums on behalf of all employees.

**30.02 Health and Dental Benefits**

All full-time and part-time employees shall receive health and dental benefits under FMTA group insurance in accordance with the provisions of the Insurance Benefits plan(s) regarding eligibility. Changes to the health and dental benefits plan shall only be implemented with the consent of the Union.

**30.03 RRSP and Long Term Disability**

Employees are entitled to employer paid RRSP contributions in the amount of two ~~(2)~~(2.75) percent of gross salary and Long Term Disability Insurance in accordance with the provisions of the Insurance Benefits plan(s).

**30.04 Temporary Employees**

All Temporary Employees are shall receive OHIP, EI, CPP and Worker’s Compensation benefits described in *Article 30.01* and shall receive medical and dental benefits under FMTA group insurance and be entitled to a Pension Plan and Long Term Disability in accordance with the provisions of the Insurance Benefits plan(s) regarding eligibility.

~~**30.05 Benefits While on Leave**~~

~~The premiums for any benefit shall be paid by the Employee, while the Employee is on a leave other than medical leave or parental leave. If this option is declined by the employee the benefits will cease at the end of the last working day.~~**30.05 Coverage**

Coverage under the provisions of this article shall apply to regular full-time, regular part-time, and temporary full-time, and temporary part-time Employees and shall commence on the first day of the calendar month immediately following the completion of three months of regularly scheduled work.

**30.06 Casual Employee Benefits**

Casual employees will be reimbursed for benefits covered under FMTA group insurance benefit plans for an amount up to \$300 per year.

**ARTICLE 31: COPIES OF THE AGREEMENT**

**31.01 Employer to Print**

The Employer shall print a copy of the Collective Agreement for each Employee and Board Member within thirty (30) days of signing.

**ARTICLE 32: FINANCIAL DISTRESS**

**32.01 Emergency Meeting**

In the event that capital reserves (not including assets) drop below \$10,000.00, the Labour Management Committee will call for an emergency meeting to discuss the issue.

Both parties shall negotiate the terms of employment and benefits for the affected Employees.

**32.02 Reinstatement of Benefits**

Should the finances of the FMTA stabilize all employment conditions of Employees shall be reinstated subject to **Article 28, Article 29, Article 30, and Article 16** of the Collective Agreement.

**32.03 Presence On Board Committees**

The Union reserves the right to sit on the Board and Financial Committee as a non-voting, ex officio member counting towards quorum except for staff bargaining or personnel issues involving discipline.

**ARTICLE 33: DURATION OF THIS AGREEMENT**

**33.01 Duration**

This Agreement will continue in force and effect from the date of ratification until December 31, ~~2021~~ **2025**

**33.02 Invitation to Bargain**

The Union or the Employer may not more than two months and not less than one month prior to expiration date of this Agreement present to the other, in writing, proposed terms for a new further Agreement and/or amendments to this Agreement. Following such notice, arrangements for a meeting between the Union and the Employer will be secured within one month. At such meeting, the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.


**33.03 Extension of this Agreement**


Failing Agreement by December 31, 2021 on a new or amended Agreement, this Agreement and all its terms will continue in force until a new Agreement is executed, or the right to strike or lockout accrues whichever comes first.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 202 at Toronto, Ontario.

For the Union

For the Employer

  
Linda Barnett Coelho (Mar 19, 2024 16:20 EDT)

  
Geordan Dent (Apr 2, 2024 15:34 EDT)



## APPENDIX A: HOTLINE TELEPHONE COUNSELOR FULL & PART-TIME

<b>HOURS OF WORK:</b>	28 hrs/week for full-time  21 hrs, 14 hrs, or 7 hrs per week for part-time (0.75, 0.5, or 0.25 FTE).  A Permanent Hotline Shift is defined as 7 hours (Includes a one hour paid lunch.)  Temporary Hotline Shifts are normally 7 hours, but in exceptional circumstances, may be minimum length of 3.5 hours (including a half hour paid lunch) by mutual agreement of Employer and Employee.
<b>STATUS OF EMPLOYMENT:</b>	Permanent Full-time and Permanent Part-time
<b>VACATION ENTITLEMENT:</b>	3 weeks per year in the first three years of employment;  4 weeks per year in the fourth, fifth and sixth year of employment;  5 weeks per year in the seventh and subsequent years of employment.  Pro-rated for Part-time Employees
<b>SICK DAY ENTITLEMENT:</b>	24 days per year (in every 12 months of employment) for Full-time Employees  Pro-rated for Part-time Employees
<b>BASE SALARY:</b>	<del>\$31,620</del> <b>\$33,991.50</b> per 28 hours/wk  <del>\$23,715</del> <b>\$25,493.63</b> per 21 hours/wk (0.75 FTE-ATB)  <del>\$15,810</del> <b>\$16,995.75</b> per 14 hours/wk (0.5 FTE-ATB)  <del>\$7,905</del> <b>\$ 8497.88</b> per 7 hours/wk (0.25 FTE ATB)
<b>REPORTS TO:</b>	Executive Director

## **RESPONSIBILITIES:**

### **Hotline Operations**

- Answer incoming calls
- Provide information to tenant or caseworker callers on the Residential Tenancies Act in a courteous and respectful manner.
- Provide referrals information as appropriate in a courteous and respectful manner.
- Provide landlords with referrals to landlord advocacy or City services
- Consult or do research on more complicated questions and call back the caller
- Arrange Language Line over the phone interpretation services for callers who do not understand or speak English or any other language the counselor speaks.
- Provide information in the spirit of complete empathy for the tenant's perspective.
- Mail, fax or email information to callers if such information is requested or would be useful to the caller.
- Enter detailed information about each incoming call into Hotline database for reporting and internal purposes in a timely fashion.
- If there are a large number of complaints against the Hotline (i.e. if there is 5% or more of incoming caller complaints) the Hotline shall tape incoming calls for monitoring purposes on a bi-monthly basis to be reviewed by the Executive Director for purposes of fulfilling contract requirements for the City of Toronto and maintaining the high service standards that we have built together. Counselors will be asked to tape calls for 2 four-hour periods once every two months.

### **Service Improvement and Inter-office Relations**

- Attend at Tenant Services Committee when requested by the Executive Director
- Attend Hotline staff meetings with the Executive Director to discuss any service issues, trends in calls, Hotline statistical reports.
- Attend educational workshops as required

### **Community and Member Relations**

- Contribute short articles to the Tenants newsletter as directed by the Executive Director.

### **Office Tasks**

- Provide assistance to the Executive Director for large office mailings and Hotline-related informational mailings.

The following are additional responsibilities for Full-time

- Take appointments for the Advice Lawyer, enter caller and time information in the Advice Lawyer Schedule; confirm appointments prior to the day of the appointment;
- Write articles on a regular basis for FMTA newsletter
- Update Hotline Resources on a need to know basis
- Ensure that adequate numbers of copies of LTB forms are available for mail-outs

## **APPENDIX B: TENANT ORGANIZER: FULL-TIME**

**HOURS OF WORK:** 35 hours / week

**STATUS OF EMPLOYMENT:** Permanent Full-time

**REPORTS TO:** Outreach Program Coordinator

**VACATION ENTITLEMENT:** 3 weeks per year in the first three years of employment;  
4 weeks per year in the fourth, fifth and sixth year of employment;  
5 weeks per year in the seventh and subsequent years of employment.

**SICK DAY ENTITLEMENT:** 24 days per year (in every 12 months of employment)

**BASE SALARY:** **\$44,290.05**

**REPORTS TO:** Executive Director

**OBJECTIVE:** To work with tenants and Tenant Associations across the City of Toronto in the most effective manner possible; to assist them in meeting their objectives – most importantly, to organize around challenging Above Guideline Rent Increases.

### **RESPONSIBILITIES:**

#### **Outreach & Organizing Team Operations**

- To work collaboratively with the Executive Director and the team on all operational aspects of the Outreach & Organizing program
- To take responsibility for written materials related to the Outreach & Organizing program, including any information pamphlets, flyers, resources, etc.
- To work in compliance with all contractual obligations of the FMTA and in accordance with the policies and procedures of the FMTA
- To promote a positive image of the FMTA to the community as a whole
- To be knowledgeable and remain up to date on the current legislation affecting tenants, and any other relevant housing or tenant policy
- To disseminate information about current tenant legislation and policies affecting tenants to tenants in the City of Toronto by facilitating workshops and info sessions according to tenant needs
- Outreach to tenants across the city; making agencies, service providers and tenants aware of the FMTA
- Keep records of meetings with tenants and Tenants' Associations, and update database and activity log as required
- Network with community agencies and tenant groups

**Tenant Organizing/Advocacy**

- To assist tenants in the City of Toronto to organize around issues such as Above Guideline Rent Increases, loss of rental housing, evictions, maintenance and repairs, privacy, harassment and discrimination, licensing, etc.
- To assist tenants in starting Tenants' Associations and to work with existing Tenants' Associations
- To assist tenants in negotiating the complicated procedures of the Landlord and Tenant Board, including provision of assistance for tenants conducting file reviews and filling out Tenant Applications
- Design and facilitate education workshops on the current tenant legislation for tenants in the city of Toronto
- Provide resources and referrals for tenants in the City of Toronto
- To advocate on behalf of the Tenants of the City of Toronto

**FMTA Operations**

- To assist with operations of the Federation of Metro Tenants' Associations as required by the Program Coordinators and the Board of Directors
- To assist Coordinators of the FMTA with provisions of information, education and reports to the Board as required
- To assist with the Annual General Meeting

## **APPENDIX C: ADMINISTRATIVE ASSISTANT: PART-TIME**

**HOURS OF WORK:** 18.75 hours per week

**STATUS OF EMPLOYMENT:** Permanent Part-Time

**VACATION ENTITLEMENT:** 1.5 weeks per year in the first three years of employment;  
2 weeks per year in the fourth, fifth and sixth year of employment;  
2.5 weeks per year in the seventh and subsequent years of employment

**SICK DAY ENTITLEMENT:** 12 days per year

**BASE RATE:** \$24,217.60 per year

**REPORTS TO:** Executive Director

### **RESPONSIBILITIES:**

#### **Administrative**

- Clerical assistance to outreach and organizing team
- Data Entry
- Generating Reports
- Assisting with grant applications and reporting
- development and design
- Graphic Design and design of promotional materials
- Promotional assistance
- Research Assistance
- Organizing and maintaining Outreach and Organizing files
- Workshop

#### **Tenant Education Project**

- To design and develop Tenant Education Workshops for newcomer groups
- To facilitate Workshops for newcomer groups
- To fulfill the reporting requirements of the City of Toronto
- To collaborate with the funder in implementing program requirements and addressing issues arising

#### **Demolitions/Conversions**

- Receive and input demolition/conversion information into FMTA databases or information systems
- Work with the City planning department and City Councillor to determine information on affordable housing
- Collaborate with the AGI/Outreach team on workshop delivery and highlighting buildings which qualify for demolitions/conversion AGI services

## **APPENDIX D: TENANT EDUCATION PROJECT - TENANT EDUCATOR**

<b>Hours of Work:</b>	35 hours / week
<b>Status of Employment:</b>	Permanent Full-Time
<b>Reports To:</b>	Executive Director
<b>Vacation Entitlement:</b>	3 weeks per year in the first three years of employment; 4 weeks per year in the fourth, fifth and sixth year of employment; 5 weeks per year in the seventh and subsequent years of employment
<b>Sick Day Entitlement:</b>	24 days per year (in every 12 months of employment)
<b>Base Salary:</b>	<b>\$50,090.72</b>

**Objective:** To ensure all aspects of the Tenant Education Project are carried out in a timely and effective manner and in compliance with the Funding Contract. To work in cooperation with the Outreach and Organizing Team and the City of Toronto in achieving the objectives of the Project.

### **Tenant Education Project:**

- To design and develop Tenant Education Workshops
- To facilitate Workshops throughout the City's Priority Neighborhoods, including Newcomer groups, housing workers, support workers, and various community organizations
- To fulfill the reporting requirements of the City of Toronto
- To collaborate with the funder in implementing program requirements and addressing issues arising
- Design and facilitate education workshops on the current tenant legislation for tenants in the city of Toronto
- Provide resources and referrals for tenants in the city of Toronto

### **Outreach & Organizing Team:**

- To work collaboratively with the Executive Director and the team on all operational aspects of the Outreach & Organizing program
- To work in compliance with all contractual obligations of the FMTA and in accordance with the policies and procedures of the FMTA
- To promote a positive image of the FMTA to the community as a whole
- To be knowledgeable and remain up to date on the current legislation affecting tenants, and any other relevant housing or tenant policy
- To disseminate information about current tenant legislation and policies affecting tenants to tenants in the City of Toronto by facilitating workshops and info sessions according to tenant needs
- Outreach to tenants across the city; making agencies, service providers and tenants aware of the FMTA
- Keep records of meetings with tenants and Tenants' Associations, and update database and activity log as required
- Network with community agencies and tenant groups

### **FMTA Operations:**

- To assist with operations of the Federation of Metro Tenants' Associations as required by the Program Coordinators and the Board of Directors
- To assist Coordinators of the FMTA with provision of information, education and reports to the Board as required

## **APPENDIX E: TENANT SCHOOL COORDINATOR**

<b>Hours of Work:</b>	21 hours / week
<b>Status of Employment:</b>	Permanent Part-Time
<b>Reports To:</b>	Executive Director
<b>Vacation Entitlement:</b>	3 weeks per year in the first three years of employment; 4 weeks per year in the fourth, fifth and sixth year of employment; 5 weeks per year in the seventh and subsequent years of employment  Pro-rated for part-time employment
<b>Sick Day Entitlement:</b>	24 days per year (Pro-rated for part-time employment)
<b>Base Salary:</b>	<del>\$24,600/yr</del> <b>\$26,445.00</b>

### **Objective of the Tenant School:**

- 1) To provide in-depth and intensive training on housing and tenancy for community workers and community leaders
- 2) To provide training that is relevant, accessible and useable for those working with communities who don't speak English or French.
- 3) To explore how to adapt existing legal education materials for newcomers who don't speak English or French.
- 4) To test outreach strategies to newcomer communities and forge partnerships that will continue after the life of this project to ensure that the work of the FMTA is accessible to all communities.

### **RESPONSIBILITIES:**

#### **Collaboration**

- Working with partner agencies to work on curriculum development, outreach strategies and logistical issues (through development of an advisory committee to the project)
- Revamping current curriculum and creating new training documents
- Using feedback to make proposed changes to documents and the curriculum

#### **School Set-up & Admin**

- Creating promotional materials and advertising through networks within the immigrant community and our partnerships with settlement agencies

- Creating registration systems to efficiently and properly deal with an influx of registrants including a strategy to handle situations of over-enrollment, and to ensure we meet the needs of all those who are interested in attending
- Handling basic logistical issues including location booking, document preparation, technology, refreshments, attendance and feedback
- Administering the Tenant School sessions

### **Reporting and Evaluation**

- Synthesizing survey feedback and making improvements in the tenant school structure and curriculum as we implement the school in different locations
- Collecting evaluation information required by Connecting Communities
- Ensuring that there is timely reporting to the Law Foundation
- Incorporating and using the feedback to this project in our ongoing work at the Federation

**APPENDIX F: LETTER OF UNDERSTANDING**  
**Retroactive RRSP Contributions**

It is agreed that within 30 days after the signing of this agreement the employer will provide a one-time RRSP contribution retroactive to January 1<sup>st</sup>, 2009 in the amount of 0.40% of gross wages (before deductions) to the following employees in a lump sum payment, to be used at their discretion:

<b>Euridice Correa</b>
<b>Heidi Mehta</b>
<b>Howard Tessler</b>
<b>Joeita Gupta</b>
<b>Kelly Ann Bentley</b>
<b>Wendy Lum</b>
<b>Rees Nam</b>
<b>Keli Bellaire</b>
<b>Oriel Varga</b>

**APPENDIX G: LETTER OF UNDERSTANDING  
Reopening Wage Negotiations**

The Parties agree that in March of each year of the Collective Agreement, wage rate negotiations for the preceding one (1) year of the Collective Agreement shall commence. These negotiations shall be limited to wages only. The Union will be entitled to select a negotiating committee of no more than three persons and not less than two persons. The Employer will also select a negotiating committee of no more than three persons and not less than two persons. In the event the parties are unable to satisfactorily conclude such negotiations, there shall be no strike or lockout and if the parties are unable to agree on what, if any, changes occur, the parties shall resolve their dispute through binding interest arbitration. The parties will agree to the appointment of an interest arbitrator to decide the matter.