

COLLECTIVE AGREEMENT

- between -

SKILLS FOR CHANGE Of METRO TORONTO

(hereinafter referred to as the “Employer”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 5235

(hereinafter referred to as the “Union”)

September 1, 2023 to August 31, 2026

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ARTICLE 1 – PREAMBLE

- 1.01 The general purpose of this collective agreement (this “**Agreement**”) is to secure for the Employer, the Union and the Employees, the benefits of orderly collective bargaining. It is the purpose of the Union, the Employer and the Employees to build and maintain harmonious relations between the Employer and its Employees and to aim toward a peaceful and amicable settlement of any differences that may arise between them. It is recognized by this Agreement to be the duty of the Employer, the Union and the Employees to cooperate fully, individually and collectively for the advancement of said conditions.
- 1.02 The Employees share a desire to improve the quality of the Employer’s services, and to promote the effective delivery of all programs and services of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 Throughout the Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context.

ARTICLE 1A – DEFINITIONS

- 1A.01 The following capitalized terms that appear throughout the Agreement shall have the meaning set out below:
- (a) “**Agreement**” shall have the meaning described in Article 1.01.
 - (b) “**Benefits**” shall have the meaning described in Article 21.01
 - (c) “**Child**” means a biological child, foster child, adopted child or step-child of the Employee.
 - (d) “**Contract Employee**” shall have the meaning described in Article 2.03.
 - (e) “**Employee**” shall have the meaning described in Article 2.01 (c).
 - (f) “**ESA**” shall mean the Ontario Employment Standards Act, 2000, as amended from time to time.
 - (g) “**Grievance**” shall have the meaning described in Article 7.01.
 - (h) “**Grievance Procedure**” shall have the meaning described in Article 7.04.

- (i) **“Immediate Family Member”** means a Spouse or Common-Law Partner, Child, sibling, Parent or grandparent of the Employee or Parent or grandparent of the Employee’s Spouse or Common-Law Partner.
- (j) **“Knowledge”** shall mean knowledge that cannot otherwise be obtained in the performance of the normal required work within a reasonable period of time.
- (k) **“Paid Sick Days”** shall have the meaning described in Article 24.01
- (l) **“Parent”** means a biological parent, adoptive parent, step-parent or legal guardian.
- (m) **“Policy Grievance”** shall have the meaning described in Article 7.07
- (n) **“Probationary Employee”** shall have the meaning described in Article 12.01.
- (o) **“Probationary Period”** shall have the meaning described in Article 12.01.
- (p) **“Public Holiday”** shall have the meaning described in Article 22.01.
- (q) **“RRSP Plan”** shall have the meaning described in Article 20.01.
- (r) **“Spouse or Common-Law Partner”** means a spouse or common-law partner of the same or different gender.
- (s) **“Working Days”** shall exclude Saturday, Sunday and Public Holidays.

1A.02 The terms set out in Article 1A.01 shall have their corresponding meaning only where they appear as capitalized terms.

1A.03 Other terms that are defined in specific Articles throughout the Agreement shall have the meaning set out therein and wherever else referenced in the Agreement.

ARTICLE 2 – RECOGNITION CLAUSE AND JOB SECURITY

2.01 Recognition Clause

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Employer, save and except supervisors and persons above the rank of supervisor, Casual Employees and students.
- (b) **“Casual Employees”** is defined as a person hired to irregular intervals, on a short term, hourly, as needed basis on specific assignments. Casual Employees are not required to accept any assignment of work, nor is there a guarantee of successive or subsequent assignments of work. For purposes of clarity, all instructors employed to provide skills instruction in specific areas on a fee-for-service basis within the Career Skills Program are considered Casual Employees.

- (c) When used in this Agreement, the term “**Employee(s)**” means only those employees in the bargaining unit described in Article 2.01. The Employer’s use of unpaid volunteers and students to perform bargaining unit work shall not be expanded beyond the Employer’s existing practice as of the date of certification of the bargaining unit, without the prior consult and agreement of the Union.

2.02 Job Security

- (a) Persons whose paid jobs are not in the bargaining unit shall not work on any jobs which fall within the bargaining unit, except in emergencies where bargaining unit members are not immediately available to perform the work. In such cases, the Employer agrees to notify the Union within forty-eight (48) hours of the assignment of bargaining unit work to any person not in the bargaining unit. Such notice shall contain the date the work was performed, information regarding the scope of work assigned and location(s) involved.
- (b) The Employer shall not contract out any work normally performed by Employees.
- (c) The Employer’s use of unpaid volunteers and students to perform bargaining unit work shall not be expanded beyond the Employer’s existing practice as of the date of ratification of this Agreement, without the prior consult and agreement of the Union.

2.03 Contract Employees

- (a) Contract employees may be hired for a specific term to perform a special project not to exceed twelve (12) months or to temporarily replace an Employee who: (i) will be on an approved leave of absence; (ii) is absent due to workplace injury or illness; or (iii) is on sick leave or on long-term disability (“**Contract Employee**”). The Employer will inform the Union of the circumstances giving rise to the vacancy prior to the position being posted, including the scope of the project, the anticipated end date of the position, the location, the supervisor, and the wage rate.
- (b) By mutual agreement of the Union and the Employer, with both parties agreeing to act reasonably, a special project can be extended for a total term of up to eighteen (18) months provided it is a requirement of the funding and the Union has been provided with the Call for Proposal documentation from the funder showing this requirement.

- (c) A Contract Employee is not entitled to the following rights and privileges of this Agreement:
 - i) all those rights and privileges under Article 15 (Layoff & Recall)
 - ii) all those rights and privileges under Article 20 (Registered Retirement Savings Plan)
 - iii) all those rights and privileges under Article 23 (Vacation)
 - iv) all those rights and privileges under Article 25 (Severance Entitlement)
- (d) Should the duration of the special project exceed the above stipulated twelve (12) months, or eighteen (18) months where agreed by the parties, the position shall be posted as a permanent position in accordance with Article 14.
- (e) **The Employer may, in its sole discretion, terminate a Contract Employee during the Contract Employee's fixed-term contract by providing the Contract Employee with their entitlements on termination as required by the *Employment Standards Act, 2000*.**

- 2.04 No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative that may conflict with the terms of this Agreement.
- 2.05 The Union will supply the Employer with the names of its officers including Union Stewards. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business. In June of each year, the Employer shall provide the Union with a copy of the current form of organization chart, and the Employer shall provide all Employees with online access to such chart.
- 2.06 The Local Executive shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees, or any other advisors deemed necessary by the Union when dealing or negotiating with the Employer, provided that the Employer is advised prior to the CUPE National Representative or other advisors attending the Employer's premises.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 There shall be no discrimination or harassment by the Employer, the Union or any Employee against any Employee on the basis of any of the prohibited grounds of discrimination as specifically defined in and prohibited by the *Human Rights Code* (Ontario).

ARTICLE 4 – MANAGEMENT’S RIGHTS

- 4.01 The Union recognizes and acknowledges that the management of the Employer’s operations and direction of the work force is fixed exclusively with the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
- (a) maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its Employees, discipline or discharge Employees provided that a claim that an Employee who has acquired seniority has been disciplined or discharged without just cause may be the subject of a grievance as provided in this Agreement;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, layoff or recall Employees, select Employees for positions excluded from the bargaining unit;
 - (c) determine the location of operations, and their expansion or their curtailment, the direction of the working force, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; determine the qualifications of any job classification, the nature of tools, equipment and machinery used and to use new or improved methods, equipment and machinery, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime; the determination of financial policies, including general accounting procedures and sponsorship and funder relations;
 - (d) have the sole and exclusive jurisdiction over all operations, equipment and Employees.
- 4.02 The Employer agrees that it will exercise its functions in a manner that is consistent with this Agreement. The Employer agrees that it will not exercise its functions in a discriminatory manner or in bad faith.

ARTICLE 5 – UNION SECURITY AND UNION MEMBERSHIP

- 5.01 During the operation of this Agreement, the Employer agrees to deduct from the pay of all Employees regular bi-weekly union dues, special levies, fines or assessments in the amount certified by the Union in writing to the Employer to be currently in effect according to the Union's constitution, and shall remit same to the National Secretary-Treasurer of the Union by the fifteenth (15th) of the following month with a copy provided to the Local 5235 Secretary Treasurer. The Union agrees to notify the Employer of the elected members of the Local 5235 Executive, and update the Employer when there have been changes to the Local 5235 Executive. The Employer shall provide with the remittance an alphabetical list of all Employees from whom Union dues were deducted, the regular wages earned during the month, and the amount(s) deducted from each Employee, along with the phone numbers and mailing addresses that the Employer has on file. In the month of **June** of each year, the Union shall be provided with a report containing a list of the bargaining unit positions, and the names and work locations of the individuals occupying the bargaining unit positions, including identifying any promotions, demotions, hiring, layoffs, transfers, recalls, employment status, deaths, retirements, leaves of absence, and other terminations with respect to those bargaining unit positions.
- 5.02 The Union shall provide the Employer with thirty (30) days' written notice of any increase or decrease in the amount of Union dues to be deducted from the Employees and such notification shall be the Employer's absolute authority to make the deductions specified therein.
- 5.03 The Union will indemnify the Employer and save it harmless from any and all claims or demands which are made by any Employee as a result of the Employer deducting union dues, special levies, fines or assessments from the pay of Employees pursuant to Article 5.
- 5.04 The Employer will record on the Employees' Income Tax T4 Form the total amount of Union dues that were deducted from the Employees' wages during the subject year.
- 5.05 All Employees shall become and remain members in good standing of the Union, according to the Union's Constitution and By-Laws. As a condition of employment, all new Employees shall become and remain members in good standing of the Union within thirty (30) days of employment. No Employee will be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

5.06

- (a) The Employer agrees to advise potential employees that fall within the bargaining unit that the Union has bargaining rights and that such employees will be subject to this Agreement and the union security and union dues provisions contained in this Agreement.
- (b) The Employer shall notify the Union, in writing, of new Employees that fall within the bargaining unit. The Employer agrees to provide a representative of the Union with a period of up to thirty (30) minutes during regularly scheduled hours to meet with the new Employees during which time the Union will acquaint the new Employees with the role of the Union and the terms of this Agreement. This meeting will be held within thirty (30) calendar days of the new Employee having attained seniority, at a time and location mutually agreed upon between the Union and the Employer, without loss of compensation to either the representative of the Union or the new Employee.

5.07

- (a) All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer (CEO) (or their designate) and the Recording Secretary of the Local Union.
- (b) A copy of any correspondence between the Employer and any Employee in the bargaining unit pertaining to the operation of the Collective Agreement shall be copied to the Recording Secretary of the Union, or their designate. For purposes of this provision, "correspondence" means any letters of discipline, any letters regarding performance management, and any letters regarding accommodation in the workplace. Such correspondence shall not include confidential medical information, unless specific authorization is provided in writing by the Employee. This correspondence may be in electronic form.

5.08

The Union shall have the use of a bulletin board in each of the Employer's premises for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer. The location of the bulletin board in each of the Employer's premises is at the sole discretion of the Employer **provided they are easily accessible to Employees**. The Employer has the sole discretion to remove from the bulletin board any notices posted by the Union **that are inappropriate**. The Employer is required to notify the Union immediately of the removal of any notices. **The Union has recourse to Articles 7 and 8 of this Agreement with respect to the removal of any notices.**

5.09

Neither the Union nor any Employee will: (i) engage in official Union activities during working hours; or (ii) hold meetings at any time on the premises of the Employer; without the prior written authorization from the Employer.

ARTICLE 6 – LABOUR MANAGEMENT RELATIONS

6.01 Union Stewards

- (a) The Employer recognizes the right of the Union to elect, appoint or otherwise select one (1) Union Steward/Officer for each work location where two (2) or more Employees are employed **and one (1) alternate Union Steward/Officer**. The Union will make best efforts to have a Union Steward/Officer in each work location and when necessary, will assign **the alternate** Union Steward/Officer to assist at a locations where no Union Steward/Officer is in place **or available**. The Union agrees that in circumstances where there is no Union Steward/Officer **available** at a work location, the parties may conduct meetings where a Union Steward/Officer may be present by video conference.
- (b) The Union shall notify the Employer, in writing, of the names of such Union Stewards/Officers at the time of their appointment. The Union shall notify the Employer, in writing, of any change to the appointment or election of the Union Stewards/Officers. The Employer shall not be required to recognize any Union Stewards/Officers until the Employer has been so notified.
- (c) The Union Stewards/Officers shall investigate and process complaints and grievances in accordance with the Grievance Procedure set out in this Agreement.
- (d) The Union Stewards/Officers shall not leave their work to investigate, process or attend to any grievances or to engage in any other Union activity without the prior consent of their supervisor.

6.02 Labour Management Committee

- (a) A Labour Management Committee will be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. An Employer representative and a Union representative will be co-chairpersons of the Labour Management Committee. The co-chairpersons shall alternate in acting as the chairperson at the meetings.
- (b) The Labour Management Committee will meet quarterly, unless otherwise agreed by the co-chairpersons, at a mutually agreed upon time and place.
- (c) Agenda items for each meeting will be submitted by the co-chairpersons at least five (5) Working Days in advance of the meeting. The Labour Management Committee meeting will proceed in accordance with the agenda. The parties agree that the Labour Management Committee meeting will be scheduled for ninety (90) minutes unless the parties agree otherwise. The Labour Management Committee will deal with matters of mutual concern excluding grievances or matters pertaining to negotiations and it is not empowered to alter or amend the Collective Agreement.

- (d) The Union and the Employer shall alternate in having a representative be the recording secretary to the Labour Management Committee for the purpose of preparing minutes of the meetings. The minutes will be prepared and signed by the co-chairpersons as soon as possible following the end of the meeting.

6.03 Bargaining Committee

- (a) The Union will elect or appoint a bargaining committee consisting of not more than three (3) members of the bargaining unit, plus one (1) alternate. The Union will advise the Employer of the names of the Union's bargaining committee within ten (10) Working Days before the first date of collective bargaining.
- (b) Employees that are members of the Union's bargaining committee and who are required to miss work because of collective bargaining negotiations with the Employer will be compensated for their regular scheduled shift, up to a maximum of seven (7) hours per day.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 The purpose of this Article 7 is to establish a procedure for the settlement of differences between the parties. A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedure.
- 7.02 An Employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement shall first discuss such complaint with their supervisor. At the request of an Employee, a Union Steward/Officer may accompany the Employee. Such complaint shall be brought to the attention of the supervisor within five (5) Working Days of the Employee obtaining knowledge of the incident giving rise to the complaint. The supervisor shall state their decision, verbally, to the Employee, and at the request of the Employee, the Union Steward/Officer, within five (5) Working Days of receiving the complaint.
- 7.03 If an Employee's complaint is a complaint of harassment or discrimination against the Employee's direct supervisor, the complaint may be filed with the Human Resources Department instead of the Employee's direct supervisor as required by Article 7.02, in order to prevent the Employee from having to present the complaint to their alleged perpetrator.

- 7.04 In the event the Employee is dissatisfied with the supervisor's disposition of the complaint, the Employee may proceed to the grievance procedure (the "**Grievance Procedure**").

STEP 1

Within ten (10) Working Days of the supervisor's decision regarding the disposition of the complaint as set out in Article 7.02, the Union may refer such matter on a written grievance form to the Employer's Human Resources Department (the "**Grievance**"). The Grievance form shall identify the grievor, the complaint being grieved and the remedy sought. The Grievance form must be signed by the Union. The Human Resources Department shall answer the Grievance, in writing, within ten (10) Working Days. The complaint shall constitute a formal Grievance at Step 1.

STEP 2

If no settlement is reached at Step 1, the grievor, the Union Steward and the representative(s) of the Employer shall meet within fifteen (15) Working Days, or a time mutually agreed upon by the Employer and the Union, to discuss the Grievance. If the Grievance is not settled or withdrawn within fifteen (15) Working Days of the meeting, it may be referred to arbitration as provided for in this Agreement.

- 7.05 If an Employee's Grievance is a complaint of harassment or discrimination against the Human Resources Department, the Grievance may be filed with the Executive Director instead of the Human Resources Department as required by Article 7.04, in order to prevent the Employee from having to present the grievance to the alleged perpetrator.
- 7.06 Where more than one (1) Employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed at Step 1. The group grievance shall be processed within the framework of the Grievance Procedure.
- 7.07 The Union or the Employer may initiate a policy grievance beginning at Step 2 of the Grievance Procedure (the "**Policy Grievance**"). A Policy Grievance shall be filed within twenty (20) Working Days of the Union or the Employer obtaining knowledge of the incident giving rise to the complaint. The Policy Grievance shall be in the form prescribed in Step 1. Any Policy Grievance may be referred to arbitration by either the Union or the Employer in accordance with this Agreement. The Union may not institute a Grievance that an Employee themselves could have directly instituted at Step 1; the regular Grievance Procedure shall not be by-passed.
- 7.08 Time limits specified in the Grievance Procedure may be extended by the mutual written agreement of the Employer and the Union.

ARTICLE 8 – ARBITRATION PROCEDURE

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to arbitration. Such notification must be given within (15) Working Days of the decision at Step 2 of the Grievance Procedure.
- 8.02 An arbitrator shall be chosen by the mutual agreement of the Employer and the Union. Should the Employer and the Union fail to reach agreement within a period of 21 calendar days from the date the grievance was submitted to arbitration, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application by the party referring the grievance to arbitration.
- 8.03 The arbitrator shall hear the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee(s) affected by it. The arbitrator will be without jurisdiction to make any decision inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement.
- 8.04 The Union and the Employer shall each pay one-half (1/2) of the fees and related expenses of the arbitrator.

ARTICLE 9 – DISCIPLINE

- 9.01
- (a) An Employee shall be represented by the Union at: (i) any meeting with the Employer in which disciplinary action is imposed; or (ii) at any meeting with the Employer that the Employer believes may result in disciplinary action against the Employee. The Employer shall inform the Employee of their right to have a Union representative present at the meeting and immediately thereafter will notify the Union. The Employer shall advise the Employee and the Union of this right at least one (1) Working Day in advance of the meeting, unless it is impractical, unnecessary or unsafe to do so. Where possible, the Employer will make best efforts to provide more than one (1) Working Days' notice.
 - (b) Where the Employer schedules a meeting pursuant to Article 9.01 (a) above, it will advise both the Employee and the Union of the purpose of the meeting.
- 9.02 An Employee may only be disciplined for just cause. Any discipline issued shall be in writing and copied to the Union.

- 9.03 The Employer and the Union agree that the Employer, at its complete discretion, can place an Employee on a paid leave of absence pending investigation of an incident or alleged misconduct. The Employer will immediately inform the Union if an Employee has been placed on a paid leave pending investigation.
- 9.04 An Employee who is disciplined may file a Grievance at Step 2 of the Grievance Procedure within ten (10) Working Days after receiving discipline.
- 9.05 Any discipline placed on an Employee's file shall be removed after eighteen (18) months provided that no further discipline has been placed on the Employee's file.

ARTICLE 10 – NO STRIKES/NO LOCKOUTS

- 10.01 During the operation of this Agreement, the parties agree that there will be no strike or lockout as defined under the *Ontario Labour Relations Act, 1995*.
- 10.02 If there is a legal strike or lockout, the Employer agrees that, if the Union provides the Employer with a cheque for the amount of the Employer's share of the Benefit premiums one (1) month in advance of the Benefit premiums being due, the Employer will continue paying its share of the Benefit premiums so that the Employees will be eligible to continue participating in the Benefits. Should the Union fail to provide the Employer with the cheque, the Employer will immediately cease paying its share of the Benefit premiums. The Union will be liable for any penalties, premiums or damages incurred by the Employer in ceasing to continue paying its share of the Benefit premiums.

Should the strike or lockout be less than one (1) month CUPE shall be reimbursed for any remaining portion of the cost of benefits from the date the Employees resume work after the strike or lockout comes to an end. Such reimbursement shall be made within thirty (30) calendar days from the date the Employees resume work after the strike or lockout comes to an end.

ARTICLE 11 – PERSONNEL FILES

- 11.01 Upon written request to the Employer, an Employee shall be allowed to access their personnel file. The Employee shall be accompanied by a representative of the Human Resources Department when accessing their personnel file. The Employee shall not be permitted to add or remove any of the contents from their personnel file. The Employee can receive a copy of any document in their personnel file upon request at no cost to the Employee.
- 11.02 Employees' personnel files are the property of the Employer and shall be kept in a secured location on the Employer's premises.

- 11.03 Performance reviews will be completed on an annual basis during the Employer's fiscal year. Written evaluations, which are to be filed in the Employee's personnel file, shall be shown to the Employee in advance. The Employee may add their views to such evaluation before it is filed and shall receive a copy. The Employer will make best efforts to complete the performance review within eight (8) weeks of commencing the evaluation.

ARTICLE 12 – SENIORITY

12.01 Probationary Period

- (a) New employees that fall within the bargaining unit shall, beginning on the day that they work with the Employer, serve a probationary period of three (3) months (the "**Probationary Period**") before acquiring seniority rights which shall then date back to their respective date of starting work with the Employer. During the Probationary Period, the employee shall have no seniority rights and shall be considered to be employed on a trial basis (a "**Probationary Employee**").
- (b) Notwithstanding the other provisions of this Agreement, a Probationary Employee's employment may be terminated without cause at any time during the Probationary Period, at the sole discretion of the Employer provided that the Employer does so without discrimination contrary to Article 3, *the Ontario Human Rights Code* and without violation of any existing legislation. The Union will not be permitted to bring a Grievance to arbitration regarding the reasons for the termination of a Probationary Employee's employment during the Probationary Period unless the Union alleges that the Employer discriminated against the Employee contrary to Article 3.
- (c) On or before the expiry of the Probationary Period, the Employer will advise the Probationary Employee, in writing, of the decision to terminate the Probationary Employee's employment in accordance with Article 12.01. If a Probationary Employee is not advised of the decision to terminate their employment, it shall be deemed that the Probationary Employee has completed their Probationary Period. **Notification of termination shall be provided in writing and shall set out the reason(s) for termination.**

12.02 Seniority List

- (a) The Employer and the Union agree that seniority will operate on a bargaining unit wide basis. There shall be no pro-rating of seniority for Employees working less than full-time hours per week.

- (b) The Employer will provide the Union with an up-to-date seniority list of Employees within thirty (30) calendar days of the date of ratification of this Agreement, indicating the Employee's job classification and their seniority date (the "**Seniority List**"). The Employer will post the up-to-date seniority list.
- (c) The Employer will provide the Union with an up-to-date Seniority List in **June** of each calendar year. The Employer will post the up-to-date Seniority List.
- (d) The Employer and the Union agree that, in the event Employees have the same length of seniority, the Employer and the Union will conduct a coin toss to determine the rank of order of the tied Employees in the Seniority List.

ARTICLE 13 – LOSS OF SENIORITY

- 13.01 Seniority, once established for an Employee, shall be forfeited and the Employee's employment shall be deemed to be terminated under the following conditions:
- (a) if an Employee voluntarily resigns, unless rescinded within twenty-four (24) hours;
 - (b) if an Employee retires;
 - (c) if an Employee is discharged and is not reinstated under the terms of this Agreement;
 - (d) if twenty-four (24) months or a period of time equivalent to the Employee's length of service, whichever is less, has elapsed from the date of layoff;
 - (e) if an Employee is absent from work for three (3) or more working days without notifying the Employer, unless: (i) a reasonable explanation is provided to the Employer; and (ii) evidence supporting that explanation is provided to the Employer, where appropriate;
 - (f) if an Employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless: (i) a reasonable explanation is provided to the Employer; and (ii) evidence supporting that explanation is provided to the Employer, where appropriate; and
 - (g) if an Employee fails to return to work within ten (10) Working Days of receiving notice of recall by registered mail **and via email** as stipulated in Article 15.03.

ARTICLE 14 – JOB POSTINGS, PROMOTIONS AND STAFF CHANGES

- 14.01 All vacancies for positions within the bargaining unit shall first be posted internally for five (5) Working Days. An Employee desiring the position must make an application to the Employer within the posting period. Employees who are employed during the Probationary Period (i.e. Employees who have not attained seniority) are not eligible to apply for vacant positions until they have attained seniority.
- 14.02 The job posting(s) shall be posted on the Union bulletin boards in each location and distributed electronically and will include the job classification, start date, location, qualifications, hours of work, wage rate, and for contract positions, length of position if known. A copy of each job posting will be provided to the Union.
- 14.03 The Employer agrees that vacancies for positions within the bargaining unit will not be posted externally until the internal applications of the Employees **that are submitted within the deadline prescribed by Article 14.01** have been fully processed.
- 14.04 Where the skill, ability and Knowledge of the individual to perform the normal required work of the position is relatively equal, the applicant with the most seniority shall be awarded the position.
- 14.05 Both the Union and the successful job applicant will be notified, in writing, of the identity of the successful job applicant. Employees who are unsuccessful shall be notified in writing. The Union shall be provided the list of internal applicants once the hiring process has been completed.
- 14.06 If an existing Employee is the successful job applicant for a temporary position, as defined in Article 2.03, that is not a special project, the Employee shall maintain the right to return to their original permanent position following the conclusion of the assignment to the temporary position. Such temporary position shall not exceed twelve (12) months unless mutually agreed in writing by the parties, and the Employee shall not be involved in the evaluation or discipline of another bargaining unit Employee.
- 14.07 In matters relating to promotion, demotion, layoff and recall from layoff, the Employer will consider: (i) the requirements and efficiency of operations; and (ii) the skill, ability and Knowledge of the individual to perform the normal required work of the position. Where these are equal, seniority will govern.

- 14.08 The Employer may temporarily assign an Employee from their position to another position within the bargaining unit if: (i) the Employee agrees; and (ii) the Employee is given two (2) weeks' notice of the assignment, which can be waived upon the mutual agreement of the Employer and the Employee. The temporary assignment can last up to three (3) months. During the temporary assignment, the Employee shall maintain either the wage rate of their original position, or the position temporarily assigned to, whichever is higher. The Employer agrees that it will promptly notify the Union of any temporary assignment that takes place under this provision and of the details of the temporary assignment, including the reason for such assignment.
- 14.09 The Employer agrees that it will not transfer an Employee to a position outside of the bargaining unit without the Employee's agreement. Where an Employee is promoted to a position outside of the bargaining unit, the Employee will retain their seniority for a period not to exceed sixty (60) calendar days after the promotion. If the Employee is transferred back into the bargaining unit within this sixty (60) calendar day period, the Employee's time served in the non-bargaining unit position shall not be included in their seniority standing. Following the expiry of the sixty (60) calendar day period, the Employee's name shall be deleted from the Seniority List.

ARTICLE 15 – LAYOFF & RECALL

- 15.01 A layoff constitutes the elimination of a position within the bargaining unit or a reduction in the regular hours of work of an Employee. Employees who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than twenty-four (24) months **or a period of time equivalent to the Employee's length of service, whichever is less, has elapsed from the date of layoff.**
- 15.02 The Employer will advise the Union of an Employee's layoff before advising the Employee. Wherever possible, the Employer will provide the Employee with advance notice of the Employee's layoff once the Employer has determined that the Employee will be laid-off.
- 15.03 Where the operational requirements of the Employer permit, the Employer will provide an Employee who has received notice of layoff with reasonable time off to attend job interviews provided that the Employer has advance notice of the interview.
- 15.04 Where work is available, Employees on the recall list will be recalled in order of seniority, provided that the Employee to be recalled has the skill, ability and Knowledge to perform the normal required work of the position.

- 15.05 When recalling an Employee after layoff, the Employee shall be notified by registered and electronic mail and allowed ten (10) Working Days to report for work. If an Employee is recalled and is not immediately available for work, other Employees on the recall list shall be recalled, but shall be temporarily employed until the senior Employee reports within the ten (10) Working Days. An Employee will be deemed to have received notification of recall four (4) calendar days after the notification was sent by registered and electronic mail. The Employee who is sent notification of recall must contact their supervisor, by telephone or email, within forty-eight (48) hours of receipt of the notification of recall if the Employee wants the Employer to hold the position open for the full ten (10) Working Day period, unless a reasonable explanation is provided as to why the Employee was unable to notify their supervisor within forty-eight (48) hours of receipt of notification of recall. It is the Employee's responsibility to keep the Employer notified of any change to their address or telephone number and email address.
- 15.06 The Employer will provide Employees with a copy of the seniority list when providing Employees with notice of layoff. Within twenty-one (21) days of receipt of a layoff notice, an Employee may bump an Employee with less seniority provided that the Employee exercising the bumping has the skill, ability and knowledge to perform the normal required work of the position. The displaced Employee will subsequently be laid off in accordance with Article 15.
- 15.07 Employees on layoff shall be given preference for any temporary work. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 15.08 Employees recalled to a position other than their own may decline the recall and may instead retain their recall rights. An Employee that accepts recall to a position other than their own may retain recall rights to their original position only for the duration of the layoff.
- 15.09 The Employer agrees that no full-time Employee will be laid-off by reason of the Employee's full-time position being split into two (2) or more part-time positions.
- 15.10 The job posting procedure set out in Article 14.01 and 14.03 shall not apply until the recall procedure is completed.
- 15.11 Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.

- 15.12 In the event of a layoff of an Employee, and upon receipt of approval of the Employer's benefit carrier, the Employee shall continue to participate in the Benefit plans made available to Employees, with the exception of long-term disability benefits, for up to six (6) months after the date on which the layoff occurs, and the Employer shall pay its share of the Benefit premiums for that period. Thereafter, and upon receipt of approval of the Employer's benefit carrier, the Employee may elect to continue to participate in the Benefit plans made available to Employees, with the exception of long-term disability benefits, provided that the Employee pays one-hundred percent (100%) of the Benefit premiums and maintains their recall rights. The Employer will make efforts to obtain the approval of the benefit carrier in these circumstances.

If an Employee elects to forego their recall rights and receive their severance entitlement under this Collective Agreement, the Employees' participation in the Benefit plans will continue through the statutory notice period required by the *Employment Standards Act, 2000* only.

No Employee shall be required to pay any premiums on account of long-term disability benefits while on layoff unless the benefit carrier provides proof that the Employee is eligible to receive long-term disability benefits while on layoff.

- 15.13 The Employee may elect to forego their recall rights and be paid their entitlements under Article 25 in accordance with the ESA.

ARTICLE 16 – HOURS OF WORK

- 16.01 Employees working full-time hours are expected to work thirty-five (35) hours per week, seven (7) hours per day and one (1) hour of unpaid lunch. The Employees hours of work will be scheduled between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday. With respect to the afternoon-evening shifts, the Employer will first schedule any shifts to those Employees who request the shift. Any subsequent vacancies on the afternoon-evening shift will be filled by reverse seniority within each required job classification for the respective shift.
- 16.02 Employees working full-time hours will be allowed two (2) paid rest periods of **fifteen (15)** minutes duration, one (1) in each half shift per day.
- 16.03 Employees may exchange shifts, provided that the Employees receive prior written approval from the Employer. Employees are responsible for informing their supervisor of such a shift change.
- 16.04 Scheduled days off shall be scheduled at the rate of a minimum of two (2) consecutive days off, except where mutually agreed by the Employer and the Union.

ARTICLE 17 – OVERTIME & CALL BACK

- 17.01 It is understood that the Employees may be asked to work overtime from time to time. Employees are not permitted to work overtime unless authorized in writing by the Employer. For all hours worked in excess of thirty-five (35) hours per week but less than forty (40) hours per week, Employees shall receive lieu time at the rate of one (1) hour per hour worked. For all hours worked in excess of forty (40) hours per week, Employees shall receive lieu time at the rate of time and one-half (1.5) per hour worked.
- 17.02 Employees shall not accrue lieu time in excess of fifteen (15) hours. Employees who have accrued fifteen (15) hours of lieu time must use all or a portion of their lieu time before being permitted to accrue additional lieu time.
- 17.03 Employees must obtain approval from their supervisor before using their lieu time. Lieu time shall be used at a time that is mutually agreeable to the Employee and Employer. The Employer shall not unreasonably withhold their agreement.
- 17.04 Where an Employee is not scheduled to work but is called into work, the Employee shall receive a minimum of three (3) hours of work or three (3) hours pay at their regular wage rate.

ARTICLE 18 – LEAVES OF ABSENCE

- 18.01 Personal Leave of Absence
- (a) Subject to the operational requirements of the Employer, the Employer may grant an Employee a personal leave of absence, without pay, for up to **eight (8)** months for a legitimate personal reason. Approval of such a leave of absence shall not be unreasonably withheld.
- (b) An Employee requesting a personal leave of absence shall make the request in writing to the Employer at least three (3) weeks prior to the commencement of the personal leave of absence unless an emergency renders it impossible to do so.
- (c) The Employer will reply to the request, in writing, within one (1) week of receiving the request for the personal leave of absence. A copy of the Employer's reply will be provided to the Union.
- (d) All personal leaves of absence shall be without pay and without loss of seniority. Seniority will not accumulate during a personal leave of absence.

- (e) A personal leave of absence taken under Article 18.01 shall be included in and will not be in addition to any entitlement an Employee may have to a statutory leave under the ESA, unless the personal leave of absence is for a purpose unrelated to those set out in the statutory leave provisions of the ESA.
- (f) The Employer will permit employees on a personal leave of absence to continue to participate in the Benefit plans for up to three months. The Employer shall pay its share of the Benefit plan premiums and the Employee shall continue to be responsible for their share of the Benefit plan premiums, including, long-term disability premiums. Thereafter, continued participation in the Benefit plans is conditional on approval of the Employer's benefit carrier. The Employer will make efforts to obtain the approval of the benefit carrier in these circumstances.

18.02 Pregnancy Leave of Absence

- (a) Employees who qualify for a pregnancy leave of absence pursuant to the ESA will be paid fifty percent (50%) of their regular weekly wages for the first week of their pregnancy leave. Thereafter, Employees will be entitled to an unpaid pregnancy leave in accordance with the ESA.
- (b) The Employee's participation in the Benefits will continue for the duration of the pregnancy leave, provided that the Employee continues to pay their share of the cost of the Benefits' premiums, if any.
- (c) Employees will continue to accrue seniority and service for the duration of the pregnancy leave.

18.03 Parental Leave of Absence

- (a) Parental leave will be in accordance with the ESA.
- (b) The Employee's participation in the Benefits will continue for the duration of the parental leave, provided that the Employee continues to pay their share of the cost of the Benefits' premiums, if any.
- (c) Employees will continue to accrue seniority and service for the duration of the parental leave.

18.04 Birth Leave

The Employer will provide Employees with one (1) working day off with pay in the event of the birth or legal adoption of a child to whom the Employee is a parent. It is understood that the one (1) working day off with pay is intended solely for Employees who are not collecting maternity or parental employment insurance benefits in regard to the birth or legal adoption of a child.

18.05 Bereavement Leave of Absence

- (a) The Employer agrees that, in the event of bereavement of an Immediate Family Member, the Employee will be provided with **five (5)** working days off with pay. Two (2) additional working days off with pay will be granted to attend the funeral for an Immediate Family Member if the funeral is held outside of Ontario.
- (b) The Employer agrees that, in the event of bereavement of an extended family member, the Employee will be provided one (1) working day off with pay.
- (c) The Employer agrees that the Employee will be provided with three (3) hours with pay to attend the funeral of an individual who is not an Immediate Family Member or an extended family member.
- (d) Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 18.05. The portion of the Employee's scheduled vacation which is deemed to be bereavement leave will not be counted against the Employee's used vacation days.
- (e) A bereavement leave of absence taken under Article 18.05 shall be included in and will not be in addition to any entitlement an Employee may have to an applicable statutory leave under the ESA, unless the leave of absence is for a purpose unrelated to those set out in the statutory leave provisions of the ESA.

18.06 Jury Duty and a Witness in Court Proceeding Leave of Absence

An Employee who is selected for service as a juror, or is subpoenaed as a witness in a court proceeding will be compensated for up to three (3) paid working days for such service. Such compensation will be based on the Employee's regular hourly wage rate less the fee for their services as a juror or witness.

18.07 Short-Term Union Leave of Absence

- (a) Subject to the operational requirements of the Employer, Employees shall be **granted a paid leave of absence of up to ten (10) Working Days per calendar year to attend Union training meetings, conferences and conventions (the "Short-Term Union Leave")** if:
 - i) the Union provides **both their immediate supervisor and Human Resources** with at least two (2) weeks' notice, in writing, of the **Short-Term Union Leave**; and

- ii) **the Union, upon receiving an invoice from the Employer, shall provide the Employer with payment in the amount of the total cost of the Employee's regular wages and the Employer's share of the Benefits premiums for the duration of the Short-Term Union Leave. The Employer shall provide an invoice within five (5) calendar days of conclusion of the Short-Term Union Leave and the Union shall remit payment within thirty (30) calendar days of receiving the invoice.**

- (b) The Employer has agreed to not establish a total maximum number of days of Short-Term Union Leave to be used by all Employees in the bargaining unit per calendar year in accordance with the Union's Constitution which provides that all Employees be given the opportunity of Short-Term Union Leave. However, in doing so, the Union recognizes that the approval of Short-Term Union Leave for any Employee is subject to operational needs and requirements.**

- (c) Any approved Short-Term Union Leave will be for a maximum of five (5) consecutive Working Days at a time.**

- (d) The Union understands that the granting of Short-Term Union Leave is subject to operational requirements, including taking into consideration the number of Employees requesting Short-Term Union Leave in or around the same time. Notwithstanding the foregoing, at no time will more than three (3) Employees be on Short-Term Union Leave at the same time with the exception of the bi-annual CUPE National Convention during which time only, no more than four (4) Employees shall be on Short-Term Union Leave at the same time.**

- (e) The Employer may grant further leave for the purposes described in this Article 18.07, but in such case, the Employer has the sole discretion to approve such requests. If granted, such further leave will be subject to the same terms and conditions set out in this Article 18.07.**

- (f) The Employer will grant one (1) member, only, of the Local Union Executive one (1) day leave with pay per month (to be used in a single occurrence) to attend to Local Union business (the "Monthly Leave") for the Local provided that:**
 - i) the Local Union Executive and the Employer agree on what date the Monthly Leave will be scheduled, subject to operational requirements, at least one (1) week in advance.**

- ii) **the Union, upon receiving an invoice from the Employer, shall provide the Employer with payment in the amount of the total cost of the Employee's regular wages and the Employer's share of the Benefits premiums for the Monthly Leave. The Employer shall provide an invoice within five (5) calendar days of the Monthly Leave and the Union shall remit payment withing thirty (30) calendar days of receiving the invoice.**

The Monthly Leave will not be used by each member of the Local Union Executive each month. Instead, for clarity, the Monthly Leave can be used only once per month by the Local Union Executive as a whole.

18.08 Full-Time Union Leave

- (a) Employees shall be entitled to a one (1) year unpaid leave of absence to conduct Union business if:
 - i) the Employee has at least one (1) year seniority; and
 - ii) the Union provides the Employer with at least two (2) months' notice, in writing, of the full-time union leave, unless otherwise mutually agreed by the parties.
- (b) The Employee will not be eligible for Benefits during the full-time union leave.
- (c) The Employee's seniority will continue to accrue during the full-time union leave.
- (d) The Employee will be entitled to return to their original position upon the conclusion of the full-time union leave, provided that the Employee's position has not been eliminated. If the position has been eliminated, the Employee shall have recourse to the layoff and recall rights pursuant to Article 15.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 Payment of Wages

- (a) During the duration of this Agreement, the Employer agrees to pay and the Union agrees to accept the wages set forth in this Schedule A, which are hereby made a part of this Agreement.
- (b) The Employee shall be paid bi-weekly in accordance with Schedule A.

- (c) The Employee shall be provided with an itemized statement of their wages and deductions for each pay period.

19.02 Transportation Expenses

- (a) Employees will not be compensated for travel to and from home to work. When Employees are required to travel in the performance of their duties and responsibilities, public transportation is the preferred mode of transportation and shall be taken whenever possible. The Employer will provide Employees with tokens for such transportation.
- (b) Where approved by the Employer, Employees may use their personal vehicle for travel in the performance of their duties and responsibilities. In such circumstances, the Employer will pay the Employee for their incurred mileage at the rate of **sixty (\$0.60)** cents per kilometre.

19.03 Meal Expenses

- (a) Where Employees are attending an out-of-town work-related conference or seminar that has been approved by the Employer, the Employer will reimburse Employees for:
 - i) breakfast meal expenses, up to a maximum of **eighteen (\$18.00)** dollars;
 - ii) lunch meal expenses, up to a maximum of **twenty-five (\$25.00)** dollars; and
 - iii) dinner meal expenses up to a maximum of **thirty (\$30.00)** dollars; where meals are not provided for at the conference or seminar.
- (b) Alcoholic beverages are not permitted as meal expenses.
- (c) Employees are required to provide receipts in support of the meal expenses.

ARTICLE 20 – REGISTERED RETIREMENT SAVING PLANS

- 20.01 Employees who: (i) have accrued at least one (1) year continuous employment and (ii) work more than twenty-one (21) hours per week; are eligible to participate in the Employer's Group Registered Retirement Savings Plan (the "RRSP Plan") as follows:
- (a) The Employee must contribute into an RRSP an amount at least equal to the Employer's contribution. The Employee has the discretion to make their contribution(s) through regular payroll deduction or a one-time lump sum payment.

- (b) The Employer will contribute directly into the Employee's RRSP in accordance with the following formula:
- i) where the Employee has accrued one (1) year of continuous employment but less than two (2) years of continuous employment, two percent (2%) of the Employee's wages earned;
 - ii) where the Employee has accrued two (2) years of continuous employment but less than three (3) years of continuous employment, three (3%) percent of the Employee's wages earned;
 - iii) where the Employee has accrued three (3) years of continuous employment but less than five (5) years of continuous employment, contribute four (4%) percent of the Employee's wages earned; and
 - iv) where the Employee has accrued five (5) or more years of continuous employment, five (5%) percent of the Employee's wages earned.
- (c) The Employer's contribution will be made at the same frequency of the Employee's contribution unless otherwise instructed by the Employee.

20.02 Employee participation in the RRSP Plan is voluntary.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

- 21.01 The Employer will continue to pay its share of the premiums for the health and welfare benefits that are provided to the Employees as of the date of ratification of this Agreement (the "**Benefits**"). There shall be no reduction to the current Benefits, including in the event of a change in insurance carrier, subject to the limitations and policies set by the applicable carriers.
- 21.02 The eligibility requirements associated with the Benefits will remain the same as those in place as of the date of ratification and, in particular, and without limiting the generality of the foregoing, include that:
- (a) Employees must work at least twenty-one (21) hours per week to be eligible for the Benefits; and
 - (b) Employees are not eligible for the Benefits for the first six (6) months of employment.

- 21.03 Those Employees on a leave of absence who elect to continue their long-term disability coverage while on a leave of absence must provide to the Employer post-dated cheques **or monthly wire transfers** in the amount of the Employee's monthly long-term disability premium for the requested duration of the Employee's leave of absence. **The Employee is responsible for payment of any fees incurred as a result of making the wire transfer.** Should the Employee fail to do so, the Employee will be deemed to have elected not to continue their long-term disability coverage while on a leave of absence.

ARTICLE 22 – PUBLIC HOLIDAYS

- 22.01 The following public holidays will be observed:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day (the "Public Holiday(s)").	

In addition to the present statutory holidays, the Company will recognize any further statutory holidays proclaimed by the Provincial Government of Ontario.

- 22.02 The Employer's premises will remain open for business between December 24 to January 1 (inclusive), save and except the Public Holidays which fall within that period of time. If Employees request and are approved for time-off between December 24 to January 1 (inclusive) Employees will be expected to use their vacation days or lieu time, or have the period be unpaid, save and except the Public Holidays. Requests for time-off between December 24 and January 1 (inclusive) will be dealt with in accordance with Article 23.03 and Article 23.04.
- 22.03 If a Public Holiday falls on a day that would ordinarily be a working day, and the Employee is not required to work the Public Holiday, the Employer shall: (i) provide the Employee with the day off; and (ii) pay to the Employee an amount equal to one (1) day's regular wages provided that the Employee worked all of their last regularly scheduled day of work after the Public Holiday, unless the Employee can establish to the satisfaction of the Employer reasonable cause for the inability to work such shifts or unless the Employee received prior permission from the Employee's supervisor to be absent on such shifts.
- 22.04 If a Public Holiday falls on a day that would ordinarily be a working day, and the Employee is required to work the Public Holiday, the Employer shall: (i) provide the Employee with an alternative day off with pay; and (ii) pay to the Employee an amount equal to time-and-one-half (1.5) the Employee's regular wage rate for all hours worked on the Public Holiday.

- 22.05 The Union understands that the Employer's premises may remain open on Easter Monday and the Civic Holiday. As a result, Employees may be required to work on Easter Monday or the Civil Holiday and will be compensated in accordance with Article 22.04. In such circumstances, the Employer in its sole discretion will determine which job classifications are required to work. Thereafter, Employees within the required job classification shall be canvassed to determine who may volunteer to work, and once identified seniority shall be the deciding factor. If no Employees volunteer to work, then reverse seniority shall be the deciding factor.
- 22.06 Should a Public Holiday fall on a Saturday, either the preceding Friday or following Monday will be designated by the Employer as the holiday. If a Public Holiday falls on a Sunday, the Employer will designate the following Monday as the holiday. Public Holidays will not be moved for those Employees who are scheduled to work on a Saturday or Sunday on which a Public Holiday falls. In these circumstances, the Public Holiday will be observed on its actual date.
- 22.07 Should one (1) or more of the Public Holidays fall within an Employee's vacation, the Employer will allow the applicable vacation day(s) to be rescheduled at a later date which is mutually agreeable to the Employee and the Company.

ARTICLE 23 – VACATION

- 23.01 Employees shall be entitled to vacation as follows:
- (a) Employees with less than four (4) years of service will be entitled to earn one and one-third (1.33) days' vacation for each full calendar month of employment completed in a calendar year, and vacation pay to be calculated at six (6%) percent of wages earned.
 - (b) Employees with four (4) years of service but less than eight (8) years of service will be entitled to earn one-decimal-seventy-five (1.75) days' vacation for each full calendar month of employment completed in a calendar year, and vacation pay to be calculated at eight (8%) percent of wages earned.
 - (c) Employees with eight (8) years of service but less than fifteen (15) years of service will be entitled to earn two-decimal-sixteen (2.16) days' vacation for each full calendar month of employment completed in a calendar year, and vacation pay to be calculated at ten (10%) percent of wages earned.

- (d) Employees with more than fifteen (15) years of service will be entitled to earn two-decimal-fifty-eight (2.58) days' vacation for each full calendar month of employment completed in a calendar year, and vacation pay to be calculated at twelve (12%) percent of wages earned.
- (e) Employees with more than twenty-three (23) years of service will be entitled to earn two-decimal-ninety-one (2.91) days' vacation for each full calendar month of employment completed in a calendar year, and vacation pay to be calculated at 14 percent (14%) of wages earned.**

- 23.02 Employees are not entitled to take vacation until after the completion of their Probationary Period.
- 23.03 All vacation requests will be subject to the operational requirements of the Employer but approval of vacation requests will not be unreasonably denied.
- 23.04 Vacation requests for the period of time between May and September (inclusive) will be granted by seniority if requested in writing on or before February 28. Vacation requests after February 28 shall be granted in the order that they are received. Vacation requests for the period of time between October and April (inclusive) will be granted by seniority if requested in writing on or before July 31. Vacation requests after July 31 shall be granted in the order that they are received.
- 23.05 Employees may take up to four (4) weeks of their vacation entitlement in a consecutive and unbroken manner. Requests to take more than four (4) weeks of vacation entitlement in a consecutive and unbroken manner will be approved or declined based on business requirements.
- 23.06 Employees are permitted to carry-over up to five (5) days of unused vacation from the previous calendar year into the following fiscal year but the carried-forward vacation must be used by September 30th of that fiscal year. By January 31st, Employees must indicate whether they intend to carry-forward 5 days of vacation into the next fiscal year. Should the Employee decide to use the vacation that they had indicated would be carried-forward they will be permitted to do so subject to operational requirements.

ARTICLE 24 – PAID SICK DAYS

- 24.01 Employees will be entitled to eighteen (18) paid sick days per calendar year during which Employees will be paid their regular daily wages (the “Paid Sick Days”).

- 24.02 The Paid Sick Day will be credited to the Employees on January 1 of each calendar year. During an Employee's first year of employment, the number of Paid Sick Days will be pro-rated based on the Employee's start date.
- 24.03 Contract Employees will be entitled to Paid Sick Days that are pro-rated based on the length of the Contract Employee's specific term to perform a special project or the length of the specific term to temporarily replace an Employee who (i) will be on an approved leave of absence; (ii) is absent due to workplace injury or illness; or (iii) is on sick leave or on long-term disability. For example, a Contract Employee offered to perform a special project for a six (6) month term will receive nine (9) Paid Sick Days.
- 24.04 Paid Sick Days may be used for the Employee's own personal illness or medical emergency or appointment, or to care for an ill Immediate Family Member.
- 24.05 Paid Sick Days will not be carried over to the following calendar year.
- 24.06 Paid Sick Days will not be paid out upon the termination of the Employee's employment.
- 24.07 After an absence of more than five (5) consecutive working days, and at the Employer's sole discretion, the Employee may be required to provide a medical certification, confirming either the Employee's inability to work as a result of illness or medical emergency, or the need for the Employee to care for an ill Immediate Family Member.
- 24.08 Paid Sick Days shall be included in and will not be in addition to any entitlement an Employee may have to statutory leave under the ESA.
- 24.09 The Employer agrees to extend Paid Sick Days to employees who are on vacation and will allow applicable vacation days to be rescheduled at a later date in accordance with Article 23.
- 24.10 If requested by an Employee (who is not a Contract Employee), any accrued, earned vacation may be utilized in the event an Employee has no remaining paid Sick Days.**

ARTICLE 25 – SEVERANCE ENTITLEMENT

- 25.01 Where an Employee has received notice of layoff and has not been recalled to employment by the earlier of: (i) twenty-four (24) months from the date of layoff; or (ii) a period of time equivalent to the Employee's length of service; the Employees' employment will be deemed **to have ceased** in accordance with Article 13.01 (d) and the Employee will receive the greater of:

- (a) a lump sum payment equivalent to the Employee's entitlement to statutory termination pay and severance pay, if applicable, in accordance with the ESA; or
- (b) a lump sum payment equivalent to:
 - i) two (2) weeks' pay for each completed year of employment, calculated from the Employee's last date of hire to the extent permitted by the ESA, for the first ten (10) years of employment, up to a maximum of twenty (20) weeks; and
 - ii) three (3) weeks' pay for each completed year of employment after the Employee has accrued ten (10) years of employment with the Employer, calculated from the Employee's last date of hire to the extent permitted by the ESA, up to a maximum of fifteen (15) weeks.

- 25.02 The maximum payment that Employees may receive under Article 25.01 (b) is thirty-five (35) weeks' pay.
- 25.03 Employees who receive the entitlements under Article 25.01, will also be entitled to payment of any accrued but unused vacation days and lieu time as of the date of the termination.
- 25.04 At any time during the recall period, an Employee who has received notice of layoff may elect to receive their severance entitlement as set out in Article 25.01 provided that it is paid to the Employee as a salary continuance and not as a lump sum. When the Employee notifies the Employer that they have waived their right to recall, the Employer will provide the Employee with the dollar amount of their severance entitlement to which they are entitled under Article 25.01.
- 25.05 The severance entitlement in Article 25.01 (b) includes the Employees' right to statutory termination pay and statutory severance pay as required by the *Employment Standards Act, 2000* (Ontario).

ARTICLE 26 – WORKERS' COMPENSATION

- 26.01 The Employer shall register with the Workplace Safety and Insurance Board and pay premiums on behalf of all Employees of the Employer, unless otherwise prohibited by the WSIB.
- 26.02 Employees receiving payment of benefits under the *Workplace Safety and Insurance Act, 1997*, as amended from time to time, shall continue to accumulate seniority.

ARTICLE 27 – JOB DESCRIPTIONS

27.01 The Employer agrees to create job descriptions for all of the job classifications that fall within the bargaining unit. A copy of the job description for the job classifications that fall within the bargaining unit will be provided to the Union **prior to the implementation of such new or amended job descriptions**. When a new job classification that falls within the bargaining unit is created, or the duties and responsibilities and/or qualifications of an existing job classification are changed, the Union shall be provided with a copy of the new or revised job description in advance of the Employer implementing the new or changed job classification.

ARTICLE 28 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

28.01 The Employer shall provide the Union with at least ninety (90) calendar days' notice, in writing, of any significant technological change or change to the organizational structure of the Employer including any merger, amalgamation or acquisition. The Employer shall advise the Union about the nature of the significant change to the organizational structure, the dates on which the Employer proposes to effect such change(s) and the impact of such change(s) on the Employees.

28.02 Should the Employer implement a significant technological or organizational change that the Employer deems requires training, the Employer shall provide such training wherever necessary, without loss of pay or Benefits to those Employees affected. The Employer agrees to meet and discuss with the Union the effect of such technological or organizational change(s) on the employment status of the Employees and to consider how to minimize the effect, if any, on the employment status of the Employees.

ARTICLE 29 – HEALTH & SAFETY

29.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the Employer's operations in order to prevent workplace injury and illness. Therefore, the Employer, the Union and the Employees will cooperate in the prevention of accidents and enforcement of safety policies, protocols, guidelines and procedures in the Employer's operations.

29.02 A Joint Health & Safety Committee shall be established which is composed of two (2) Employees and two (2) Employer representatives. The Joint Health & Safety Committee shall hold a meeting every three (3) months, unless requested by either the Union or the Employer. The Employee representatives of the JHSC shall be provided with no less than one (1) hour of preparation time for each meeting of the JHSC at no loss of pay.

The Joint Health & Safety Committee shall maintain minutes of all meetings which shall be posted and copied to the Union and the Employer.

- 29.03 A representative from the Employee members of the JHSC and a representative of the management members of the JHSC will be co-chairs of the JHSC.
- 29.04 A representative from the Employee members of the JHSC and one representative of the management members of the JHSC shall be trained and certified as required by the *Occupational Health and Safety Act* (Ontario). The cost of the training shall be the responsibility of the Employer. The Employee representative shall be paid their normal rate of pay when completing the training and certification.

ARTICLE 30 – PRESENT CONDITIONS

- 30.01 The Employer and the Union agree that all lieu time and vacation that were accrued prior to the date of ratification of this Agreement will be retained and may be used in accordance with this Agreement following the date of ratification.

ARTICLE 31 – GENERAL

- 31.01 Employees will not be responsible for any cash shortages or property damage except where Employees have been wilfully negligent or have stolen from or defrauded the Employer.

ARTICLE 32 – WORK EXPERIENCE PLACEMENTS & STUDENTS

32.01 Work Experience Placements

For the purposes of this Agreement, work experience placements are identified as follows:

- (a) Work experience placements are unpaid, such as student placements.
- (b) A work experience placement is designed to introduce individuals to specific work experiences and skills by placing an individual in a working environment in order that the individual can experience first-hand the demands of the workplace they will face when entering the work force and to acquire or enhance certain skills.

The following terms and conditions must apply for each work experience placement:

1. Any work experience placement(s) shall not exceed one (1) year. The Employer and the Union may by written agreement, extend the one (1) year period.
2. General occupational health and safety training, including WHIMS training, shall be given to an individual prior to a work experience placement. It is the responsibility of the Employer to ensure that the individual has all appropriate safety equipment as may be required.
3. The status of the work experience placements will be a standing agenda item at Labour Management Committee meetings.
4. Participation in a work experience placement by a bargaining unit Employee is completely voluntary.
5. A work experience placement will not be made when such work experience placement will replace an employee who is on layoff or whose job has been eliminated, nor shall a work experience placement be used to avoid hiring an Employee.
6. No bargaining unit Employee shall be held liable or responsible for the improper action of any individual participating in a work experience placement.
7. A person placed with the Employer in a work experience placement is not an Employee nor entitled to any preference over any Employee with respect to any rights or benefits resulting from employment or the Collective Agreement between the parties.
8. At no time will an individual under a work experience placement be placed in a workplace during a strike or lockout between the Union and the Employer. If a strike or lockout occurs during a work experience placement, the individual will be removed from the workplace until such time as the dispute is resolved.
9. If a bargaining unit Employee has agreed to supervise an individual on a work experience placement, they will be provided with adequate time to work with the individual.

32.02 Paid Student Placements

The Union recognizes the right of the Employer to provide paid placements to students and for students to perform bargaining unit work. However, students, on a paid placement, shall not perform work currently or previously performed by bargaining unit members who have been laid off or not replaced. Such students shall work with and at the direction of bargaining unit Employees when performing tasks associated with bargaining unit positions. There shall be no reduction of bargaining unit Employees nor any reduction in hours of bargaining unit Employees as a result of paid student placements.

Students are not considered Employees and are not subject to the terms and conditions of this Collective Agreement.

ARTICLE 33 – WORKPLACE ACCOMMODATION

33.01 The Employer shall notify the Union where accommodation for a disability is being requested by an Employee in accordance with the *Human Rights Code*. The Employer agrees that, upon the request of an Employee seeking accommodation for a disability in accordance with the *Human Rights Code*, the Employee shall have the right to representation by the Union including at return to work meetings, meetings with the insurance provider, and/or the WSIB.

ARTICLE 34 – COPIES OF AGREEMENT

34.01 The Employer and the Union shall each pay one-half (1/2) of the expenses associated with printing sufficient copies of this Agreement. The copying of this Agreement shall be done at a Union shop.

ARTICLE 35 – DURATION

35.01 This Agreement shall be in effect from the date of ratification and shall remain in effect up to and including August 31, **2026**, and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing within ninety (90) days' prior to the expiration of this Agreement or any subsequent renewal period, that it desires amendments.

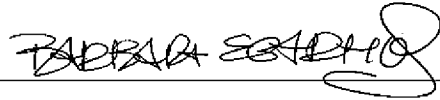
IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario
on this 4th day of December, 2025.

For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:



SCHEDULE A

Job Classification:	Rate/Hr.	Rate/Hr.	Rate/Hr.	Rate/Hr.
Effective Date:	Current Wage Rate	Sep. 1, 2023	Sep. 1, 2024	Sep. 1, 2025
Negotiated Increases:		3.0%	3.0%	3.0%
Vocational Instructor	\$25.51	\$26.28	\$27.06	\$27.88
LINC Instructor	\$35.49	\$36.55	\$37.65	\$38.78
Employment Counsellor	\$29.52	\$30.41	\$31.32	\$32.26
Settlement Outreach Worker	\$28.55	\$29.41	\$30.29	\$31.20
Client Engagement Support	\$18.82	\$19.38	\$19.97	\$20.57
Marketing and Outreach Specialist	\$23.00	N/A	\$23.69	\$24.40
Bridge2Work Specialist	\$27.00	\$27.81	\$28.64	\$29.50
Mentoring Coach	\$28.97	\$29.84	\$30.73	\$31.66
Client Service Navigator (Contract - Special Project)	\$27.00	N/A	N/A	\$27.81
Youth Community Worker	\$26.00	\$26.78	\$27.58	\$28.41
Program Administrator*	\$21.41	\$22.05	\$22.71	\$23.40
Research Associate	\$27.41	N/A	N/A	\$28.23
Employer Retention Specialist	\$22.55	\$23.23	\$23.92	\$24.64
Partnerships Assistant (Contract - Special Project)	\$22.78	N/A	\$23.46	\$24.17
Clinical Counsellor	\$26.39	\$27.18	\$28.00	\$28.84
Associate, Events and Conferences	\$23.00	N/A	\$23.69	\$24.40
ELT Instructor	\$29.90	\$30.80	\$31.72	\$32.67
Mentoring and Employer Engagement Specialist	\$27.00	N/A	\$27.81	\$28.64
Childminder Assistant	\$25.28	\$26.04	\$26.82	\$27.62
Program Marketing Assistant	\$18.45	\$19.00	\$19.57	\$20.16
Assistant, Event and Conference	\$21.00	N/A	\$21.63	\$22.28
Program Specialist	\$27.00	N/A	\$27.81	\$28.64
Youth Employment Specialist (Contract - Special Project)	\$24.97	N/A	N/A	\$25.72
Youth Employer Partnership Specialist (Contract - Special Project)	\$24.97	N/A	N/A	\$25.72
Mental Health Workshop Facilitator	\$22.78	N/A	N/A	\$23.46

- * **Faduma Muse will continue to receive her current wage rate of \$24.61 while she occupies the Program Administrator position and/or performs the essential functions of the Program. Faduma Muse will continue to receive her current wage rate of \$24.61 while she occupies the Program Administrator position and/or performs the essential functions of the Program Administrator position. Effective the date of ratification, Faduma Muse will no longer be considered red-circled, and will receive the negotiated wage increases set out in the Collective Agreement. For clarity, Faduma Muse will receive a 3% increase on September 1, 2023, a 3% increase on September 1, 2024, and a 3% increase on September 1, 2025. Any employee other than Faduma Muse who occupies the position of Program Administrator (whether on a temporary, contract or permanent basis) or is hired into the position of Program Administrator will be paid the rate of pay set out in Schedule A of the Collective Agreement.**

LETTER OF UNDERSTANDING #1

RE: LINC PROGRAM

For those Employees who deliver the LINC Program (i.e. LINC Instructor, ELT Instructor and Child Minders), the LINC Program does not operate during 18 business days of the calendar year, divided between August and December, due to funder requirements across the Province of Ontario. During those periods of time in which the LINC Program does not operate as a result of funder requirements, those employees who deliver the LINC Program are not required to report to work. As a result, those Employees who deliver the LINC Program will be required to either: (i) use their accrued vacation entitlement or paid lieu time; or (ii) be placed on an unpaid leave of absence during the periods of time in which the LINC Program does not operate as a result of funder requirements.

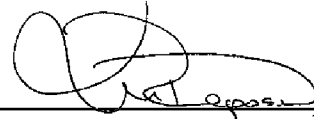
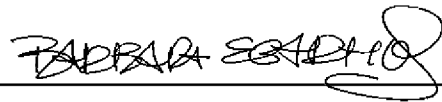
IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this 4th day of December, 2025.

For the Employer:

For the Union:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)



LETTER OF UNDERSTANDING #2

RE: FADUMA MUSE

Faduma Muse will continue to receive their current wage rate of **\$24.61** while they occupy the Program Administrator position and/or perform the essential functions of the Program Administrator position. **Faduma Muse will no longer be considered red-circled, and will receive the negotiated wage increase set out in the Collective Agreement. For clarity, Faduma Muse will receive a 3% increase on September 1, 2023, a 3% increase on September 1, 2024 and a 3% increase on September 1, 2025. Any Employee other than Faduma Muse who occupies the position of Program Administrator (whether on a temporary, contract or permanent basis) or is hired into the position of Program Administrator will be paid the rate of pay set out in Schedule A of the Collective Agreement.**

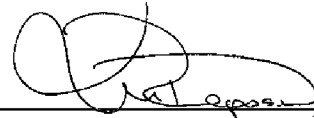
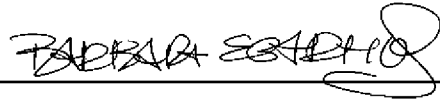
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For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:



LETTER OF UNDERSTANDING #3

RE: RETROACTIVE PAYMENTS

Each current Employee covered by this Agreement will be paid a **retroactive** lump sum **payment** equivalent to the difference in the wages that the Employee would have earned for work performed between September 1, **2023** and the **Date of Ratification**, based on the wages in Schedule A corresponding to the job classification that the Employee occupied at the time, less all applicable deductions and withholdings. Payment will be made within thirty (30) days of the ratification of the Collective Agreement. The Employee's pay statement will indicate the retroactive wages payment as a separate line item.

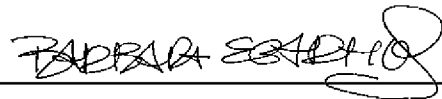
IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this 4th day of December, 2025.

For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:



LETTER OF UNDERSTANDING #4

RE: BENEFIT PLAN INCREASES

The Employer agrees to adopt the following changes to the Benefit Plan:

- **Increase combined eye exam/ vision wear combination to \$200 every 24 months for adults**
- **Increase Paramedical Benefit to \$400/per discipline or combination of discipline/ per year for paramedical services as set out in current plan**
- **Increase Dental Maximum to \$1,500 each year; all other aspects of Dental Benefit remain the same**

The above changes will be implemented by no later than: (1) 30 days from the Date of Ratification; or (2) the date the insurance carrier will implement such changes. The Employer will make best efforts to implement the above changes to the Benefit Plan as soon as possible following the Date of Ratification.

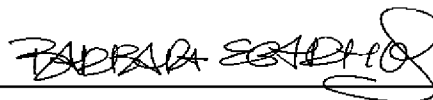
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For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:



LETTER OF UNDERSTANDING #5

RE: WORKLOAD

The Union recognizes that the Employer has contractual obligations to its funders with which it must comply in order to continue to receive funding. Based on these obligations, the Employer has organized the workload and the performance of work in the bargaining unit. The Union recognizes that the work performed by the Employees is integral to the Employer reaching its contractual obligations. The Parties also understand the importance of maintaining a healthy work-life balance.

The Employer recognizes that, from time-to-time, Employees may have an issue with their workload. If an Employee has an issue with their workload, the Employee shall complete a Workload Alert Form that will be created by the Employer. The Workload Alert Form shall include the Employee's name, date, immediate supervisor, a description of the workload issue, including whether there are any contributing factors, and such other information as may be required by the Employer.

The Workload Alert Form will be submitted to the Employee's immediate supervisor. Within ten (10) Working Days of receiving the Workload Alert Form, the supervisor will meet with the Employee to review and discuss the workload issue. If, after the meeting with the supervisor, the Employee has further concerns, the issue will be forwarded to the Labour Management Committee for further review.

The Union recognizes that this Letter of Understanding is meant to address issue(s) only with respect to Employees workload. The purpose of this letter of understanding is not for the Employee(s) to dispute or address the assignment of work, the direction of work, or the performance of work except where the discussion pertains to workload issue(s).

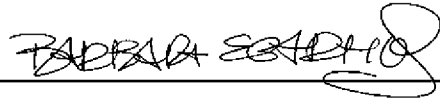
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For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 CST)

For the Union:



LETTER OF UNDERSTANDING #6

RE: LABOUR MANAGEMENT COMMITTEE

Within 20 days of the Date of Ratification, the Union and the Employer will set the quarterly dates for the Labour Management Committee for the next twelve (12) months.

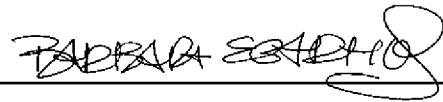
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For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:



LETTER OF UNDERSTANDING #7

RE: MEETING RE PAY EQUITY MATTERS

The Employer and the Union will meet to discuss pay equity related matters following the ratification of the Collective Agreement within ninety (90) days of ratification.

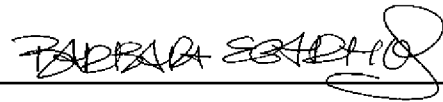
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For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:



LETTER OF UNDERSTANDING #8

RE: MEETING RE POTENTIAL PENSION PLAN

Prior to the expiration of the ratified Collective Agreement, the Employer and the Union will meet to discuss options for the potential adoption of a pension plan. The Union acknowledges that nothing in this Letter of Understanding requires the Employer to agree to apply for or become a member of a pension plan.

IN WITNESS WHEREOF, the parties have signed this Agreement at Toronto, Ontario on this 4th day of December, 2025.

For the Employer:



Surranna Sandy (Dec 4, 2025 10:42:17 EST)

For the Union:

