

COLLECTIVE AGREEMENT

between

WORKING FOR CHANGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 4557.01

January 1, 2025 to December 31, 2026

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ARTICLE 1 PURPOSE AND VALUES

1.01 Working for Change is a non-profit organization dedicated to promoting psychiatric consumer/survivor Alternative Businesses. Consistent with the mission of Working for Change, it is the mutual desire of the Employer and CUPE, Local 4557 (the "Union") to foster a progressive, just, proactive, professional and harmonious relationship through mutual trust, common purpose and a positive work environment. Working for Change, in its capacity as a non-profit organization relies, to achieve this end, on the contributions of its employees, members of Working for Change's Board and Committees and the financial support of the public. The parties recognize that the mutual achievement of these goals will provide the foundation for operational efficiency, the highest quality of service, together with employee satisfaction and employment security.

ARTICLE 2 RECOGNITION AND RIGHTS

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees who are employed by Working for Change in the City of Toronto, (the "Employees"), save and except Executive Assistants, those in receipt of intensive and continuous employment supports and persons above the rank of Executive Assistant.
- 2.02 In the event the Employer creates a new position, with a job title that isn't already identified in Schedule II, the Union and the Employer shall meet and discuss the job duties, hours of work and rate(s) of pay.
- 2.03 The Union will supply the Employer with the names of its Officers in a timely fashion. Likewise, the Employer shall supply the Union with a list of its personnel with whom the Union may be required to transact business.
- 2.04 The Union recognizes that the Employer has sole inherent rights to and the obligation to manage the work force, except as modified by the Collective Agreement; including the right to plan, direct, manage and control its operations, to hire, promote, demote, transfer, layoff, suspend, discharge or otherwise discipline, any Employee for just cause, and to make and enforce reasonable terms and conditions of employment necessary for efficient and economic operations, subject to the Agreement and the grievance procedure.

- 2.05 The Employer agrees that it will not exercise its function in a manner inconsistent with the specific provisions of the Agreement, and an alleged violation thereof may be the subject of the grievance procedure.
- 2.06 No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.
- 2.07 Unless it is otherwise agreed to by the Union in advance, there shall be no contracting out of work normally performed by members of the bargaining unit. Such agreement shall not be unreasonably withheld or unduly delayed.
- 2.08 The Employer agrees that all members of the bargaining unit of this Agreement shall become and remain members of the Union as a condition of employment.
- 2.09 **Employment Assistance Placements**
The Employer will not use persons available through employment assistance programs to perform work of the Bargaining Unit.
- 2.10 **Student Employees**
Student Employee shall mean a person who is employed by the Employer during the period April 20 to September 10 of any year to perform seasonal work. Student Employees are not included in the Bargaining Unit and this Agreement does not apply to Student Employees. The employment of a Student Employee shall not result in the layoff or reduction of hours of a regular Employee or the termination of a probationary Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Student Employee is employed by the Employer to perform that work.
- 2.11 **Protection Against Volunteers**
Volunteers will not be used to perform work of the bargaining unit.

2.12 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

2.13 Union Orientation Sessions

(a) Potential Employees

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

(b) New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

(c) Notification of new hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

(d) Regular Staff Meetings

During any staff meeting, the Union will be provided an opportunity to make Union announcements. On a quarterly basis, the Union will be provided an opportunity to hold a meeting with the Employees in the bargaining unit at the conclusion of a staff meeting of the Union's choosing or meetings if needed in order to meet with all departments. One (1) hour at the end of each respective meeting will be allowed for this purpose, without loss of pay to those in attendance. Those Employees outside of the bargaining unit will not be in the room during the Union's meeting.

2.14 Access to Work Site

(a) Union Meetings

It is agreed that the Union and the Employees may hold Union meetings during working hours at 1499 Queen St. West, Suite 203, with the permission of the Employer and without cost to the Union.

(b) Work Site Access

Upon providing reasonable notice to the Employer, the representative designated by the Union will be given access to work sites to meet the Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

2.15 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Upon providing reasonable notice to the Employer, such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

2.16 Bulletin Boards

The Union shall have the use of a bulletin board at Working for Change's head office for the purpose of posting Working for Change/CUPE union material for the members of the bargaining unit.

2.17 Copies of the Agreement

The Employer shall provide all employees, upon request, with an electronic copy of the Collective Agreement. Should an employee request a printed copy, the Employer will assist in providing it to the employee.

ARTICLE 3 NO DISCRIMINATION IN THE WORKPLACE

- 3.01 (a) The Employer and the Union agree to adhere to the Ontario Human Rights Code (the "Code") as outlined in the current legislation, and that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee. Except as otherwise provided for in this Article, definitions as set out by the Code and the regulations made under it shall apply to this Agreement.
- (b) In accordance with the Code every Employee has a right to equal treatment with respect to all aspects of employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, sex, creed, sexual orientation, age, record of offences, marital status, family status, or disability. All aspects of employment include: recruitment, hiring, training, development, transfer, promotion, demotion, layoff, termination, recognition, equitable treatment and compensation, and all other terms and conditions of employment.
- 3.02 (a) As set out in the Code, every Employee has a right to be free from harassment in the workplace by the Employer or agent of the Employer or by another Employee with respect to the grounds enumerated in Article 3:01 above. Harassment is defined as engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known or unwelcome.
- (b) Accordingly, the Employer and the Union agree that every Employee has a right to be free of all forms of harassment as prescribed by the Code. Harassment means being subjected to any conduct or comment by any Employee, regardless of position, that is known or ought reasonably to be known to be unwelcome.

3.03 In addition to the provisions in Articles 3.01 and 3.02, the Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee of Working for Change by reason of political affiliation or activity, class or economic status, gender identity or same-sex partnership.

3.04 Sexual Harassment

- (a) Sexual Harassment by any Individual: Sexual harassment may occur irrespective of gender and is:
- i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request of advance.
- (b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and /or privileges to which they are otherwise entitled.
- (c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- (d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
- (e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (f) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.

(g) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

3.05 The Employer and the Union agree to cooperate in the development of a policy on the duty of the parties to accommodate employees for reasons of disability and/or religion.

ARTICLE 4 DUTY TO ACCOMMODATE

4.01 Where an employee is absent from work due to a disability, the employer, the union and the employee agree to co-operate in the employee's early and safe return to work through ongoing and timely communication. To facilitate this communication both the Employer and the Union will appoint a representative to consult with the Employee about their respective obligations to achieve the employee's early and safe return to work and in doing so shall consider whether the employee is medically able to perform the essential duties of the employee's current employment with or without accommodation. Where a duty to accommodate an employee with a disability arises, the Employer and Union representatives will discuss reasonable measures to accommodate the employee's early and safe return to work."

4.02 The parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, Return to Work, Accommodation, modification, permanent and temporary disability.

4.03 It is the responsibility of persons with disabilities to:

- i. Inform the employer of their needs
- ii. Cooperate in obtaining necessary information including medical and other expert opinions
- iii. Participate in discussions about solutions, and
- iv. Work with the employer and the union on an ongoing basis to manage the accommodation process.

4.04 The Union must:

- i. Take an active role as a partner in the accommodation process
- ii. Share joint responsibility with the employer to promote accommodation, and
- iii. Support accommodation measures regardless of the collective agreement

4.05 The Employer is required to:

- i. Accept accommodation requests in good faith
- ii. Request only information that is required to make the accommodation
- iii. Obtain expert advice or opinion where necessary
- iv. Take an active role in ensuring that all possible solutions are examined
- v. Maintain the confidentiality of persons with disabilities
- vi. Deal with accommodation requests in a timely way, and to bear the cost of any required medical information or documentation.

4.06 Disputes under this Article including disputes over the appropriate accommodation, shall be dealt with through the grievance procedure under this Agreement.

ARTICLE 5 UNION SECURITY

5.01 No Employee shall be discriminated against or harassed by the Employer on the grounds of his or her union affiliation or participation.

5.02 The Employer and the Union hereto agree to the requirement of union membership for all bargaining unit Employees and to compulsory check off Union dues for all Employees who come within the bargaining unit. The amount to be deducted shall be the regular Union dues as established by the Union, or assessments levied by the Union or its members.

5.03 The Employer agrees to forward Union dues that have been deducted from an employee's pay, to the Union monthly by the 15th day of the month following the month in which the deductions are made.

- 5.04 The Employer will, at the time of making each remittance hereunder to the Secretary Treasurer of the Union and the Unit Vice President, supply a statement showing names and classifications of Employees and their gross wages paid for the month in respect of which dues are being remitted.
- 5.05 The Union will indemnify and save the Employer, its agents, and/or Employees, harmless from any claims, or any liability arising out of suits, judgments, attachments, and from any and all forms of liability as a result of any deduction(s) from wages in respect of check-off of dues or fees, assessments or any action taken at the request-of the Union.
- 5.06 When Income Tax T4 slips are prepared the Employer will type on each slip, the total amount deducted during the subject year from the Employee's wages pursuant to this Article in respect of regular Union dues.
- 5.07 All correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or their designate) to the Recording Secretary of the Union and the Unit Vice President.
- 5.08 No Employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the Employer.

ARTICLE 6 APPOINTMENT OF UNION STEWARDS

- 6.01 The Employer recognizes the right of the Union to appoint or otherwise elect two (2) Employees as Stewards.
- 6.02 Stewards shall be permanent Employees of the Employer in the bargaining unit and shall have successfully completed probation.
- 6.03 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment.
- 6.04 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.
- 6.05 The Union acknowledges that Stewards have regular duties to perform on behalf of the Employer and that such persons must continue to perform their regular duties, and that so far as possible, all activities of the Union and the Stewards will be carried on outside regular

working hours unless otherwise permitted by the Employer or pursuant to this Collective Agreement.

- 6.06 When it is necessary to investigate a grievance (up to a maximum of 4 hours), attend a labour management or a grievance meeting during working hours, Stewards will not leave their work before obtaining the permission of the Supervisor in charge. Reasonable notice must be requested of the Employer and such permission will not be unreasonably withheld. The Employer agrees that under these circumstances, the Steward or the Union Chair shall not experience any loss of pay.
- 6.07 Where a Steward is permitted to be temporarily absent from their regularly scheduled hours of work, in order to attend to processing a grievance, he/she shall receive their regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside their regular hours of work. It is understood that only one (1) Steward is required to process a grievance.

ARTICLE 7 STRIKES AND LOCKOUTS

- 7.01 The Union agrees that it will not threaten, cause or direct any strike for the duration of this Agreement.
- 7:02 The Employer agrees that it will not threaten, cause or direct any lockout of its Employees for the duration of this Agreement.
- 7.03 Employees shall have the right to refuse to cross any legal picket line and shall not be subject to discipline for exercising that right.

ARTICLE 8 BARGAINING COMMITTEE

- 8.01 A Union Bargaining Committee will be elected or appointed consisting of no more than three members of the Union who have successfully completed the probationary period. The Union will advise the Employer of the Bargaining Committee members.
- 8.02 The Employer agrees to meet with the Bargaining Committee to negotiate a renewal of this Agreement.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Employer and the Union that Employee complaints shall be addressed as quickly as possible. It is understood that an Employee has no grievance until they have first given the Employer an opportunity to address the complaint.
- 9.02 If an Employee has any complaint, they shall take the matter up with their immediate Supervisor within five (5) working days following the circumstances that gave rise to the complaint.
- 9.03 If such complaint is not settled to the satisfaction of the Employee concerned, within a period of three (3) working days following the response of the immediate Supervisor, or within such longer period as may be mutually agreed upon, then the steps of the grievance procedure may be invoked.

Step 1

- 9.04 An Employee having a grievance shall submit the grievance, in writing (signed by the grievor and a Union Steward), to the immediate Supervisor within fifteen (15) working days of the actual occurrence giving rise to the grievance. The grievance will set out the nature of the complaint, the remedy sought, the provisions of the Agreement that are alleged to have been violated, in clear and concise terms. The immediate Supervisor shall reply to the grievance, in writing, within five (5) working days from the day it was submitted.

Step 2

If the matter is not settled at Step 1, within five (5) working days after the decision is given at Step 1, the Employee, who may request the assistance of a Steward, shall refer the grievance, in writing, to the Executive Director or his/her delegate. A meeting will then be held between the Executive Director or delegate and the Employee within seven (7) working days. It is understood that at such a meeting the Executive Director or delegate may have such counsel and/or assistance as they may desire and that the Employee may have a Union Representative present at the request of either the Employee or the Employer. The decision of the Executive Director or delegate shall be given, in writing within five (5) working days following the meeting.

Step 3

Should the Employer fail to render a written decision as required at Step 2 and/or failing settlement of the grievance under the foregoing procedures, either the Employer or the Union

may refer the grievance to arbitration pursuant to Article 11. If no written request for arbitration is received as required by this Agreement, within twenty (20) working days after the decision under Step 2 is given or within fifteen (15) working days following the meeting under Step 2 of the grievance procedure, the grievance shall be deemed to have been settled and/or abandoned and the same grievance shall not be made the subject matter of a further grievance.

9.05 At each Step of the grievance procedure, the grievor shall have the right to be present. At no time may an Employee or group of Employees file a grievance on behalf of another Employee.

9.06 Any of the time allowances referred to above, may be extended by the mutual written consent of both the Employer and the Union.

9.07 No matter may be submitted to arbitration that has not been properly carried through all Steps of the grievance procedure.

Group Grievances

9.08 Where it appears that two (2) or more Employees have the same grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance and arbitration procedures, subject to all applicable provisions under the grievance procedure, and the grievors will be listed on the grievance form.

9.09 If there should be an accumulation of grievances to be referred to Arbitration of a similar nature, one arbitrator shall be constituted to deal with all such grievance disputes.

9.10 The Arbitrator shall have authority only to determine disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved.

9.11 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Arbitrator may dispose of a grievance in any manner, which he/she deems just and equitable in the circumstances.

9.12 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union, and its representatives, will be final and binding upon the Employer, the Union and the Employee(s) involved.

9.13 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any Party.

- 9.14 At any stage of the grievance procedure, including-Arbitration, the Employer or the Union may have the assistance of the Employee(s) as a witness, and all reasonable arrangements will be made to permit the conferring Parties or the Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Employer.
- 9.15 In resolving disputes, an Arbitrator will determine the nature of the differences in order to address their real substance.

ARTICLE 10 DISCIPLINE, SUSPENSION AND DISCHARGE

- 10.01 In the event an Employee, who has completed probation, is disciplined, discharged or suspended from employment and the Employee believes that the discipline, discharge or suspension is unjust, they may file a grievance.
- 10.02 Such grievance shall proceed directly to Step 2 of the grievance procedure and must be presented, in writing, dated, and signed within five (5) working days after notice of the discharge, layoff notice or suspension was given, or within five (5) working days after the Employee ceases to work for the Employer, whichever is earlier.
- 10.03 During the probationary period, an Employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. No grievance shall be filed by a probationary Employee or the Union that the discipline or dismissal of a probationary Employee was not for just cause, provided there has been no contravention of the Human Rights Code or any other statutes.
- 10.04 When an Employee is called to a meeting with a representative of the Employer, at which discipline will be discussed, the Employee is entitled to have a Union Steward present during the meeting.

ARTICLE 11 EMPLOYER'S GRIEVANCE

11.01 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union, its representatives, or any Employee, in writing, dated and signed, by forwarding a written statement of said grievance to the Union Representative of the Union, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Union within seven (7) working days. When submitting the grievance, the Employer shall suggest at least three (3) alternative dates at which the meeting may be held. Failing to hold the meeting shall be deemed to be a denial of the grievance. The representative of the Union shall give its decision, in writing, within seven (7) working days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement, a grievance may be referred to arbitration by the Employer by written notice of intent in accordance with Step 3 of the grievance procedure.

ARTICLE 12 UNION POLICY GRIEVANCE

12.01 The Union may institute a grievance, consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing, to the Executive Director at Step 2 provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. It is expressly understood that the provisions of this Article may not be used to institute a grievance directly affecting an Employee or Employees, which such Employee or Employees could themselves initiate and the regular procedure shall not be thereby by-passed.

ARTICLE 13 ARBITRATION

13.01 When either the Employer or the Union requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the grievance. The Employer and the Union shall, within twenty (20) days or as soon as reasonably possible thereafter agree on the appointment of an Arbitrator. Notices of desire to arbitrate a dispute and of nomination of an Arbitrator may be served personally or by email. If served by email, it shall be accompanied by an acknowledged receipt, and the date of acknowledged receipt shall be deemed to be the date of service.

- 13.02 After the notice to arbitrate has been given, but before an arbitrator has been selected, the parties may agree to extend the time for selecting an arbitrator in order for the parties to engage the services of a mutually agreed upon mediator to assist the parties in resolving the dispute. The cost of the mediator shall be shared equally between the parties. If the mediator is unable to settle the dispute, then the parties will proceed to select an arbitrator under the terms of this Agreement.
- 13.03 An Arbitrator shall be agreed to by both the Employer and the Union. Failing agreement, either party may request the Minister of Labour select an Arbitrator.
- 13.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned unless mutually agreed upon by the parties.
- 13.05 Each of the Parties shall pay its own expenses including its own fees for witnesses that it may require and one half (1/2) of the expenses and fees of the Arbitrator.

ARTICLE 14 PROBATION

- 14.01 A newly hired Employee shall be known as a probationary Employee until they have actually worked and successfully completed a period of employment of three (3) consecutive calendar months.
- 14.02 Before the expiry date of the probationary period, the Employer will confirm to the Employee the decision to:
- (a) Confirm their appointment as having completed the probationary period; or
 - (b) Terminate the Employee in accordance with Article 8.
- 14.03 If no written notice is received from the Employer by the expiry of the probation period, it shall be assumed that the Employee has completed their probation period and has acquired seniority.
- 14.04 Probationary Employees will be advised of their' performance both through regular meetings and written appraisals during the term of their probationary period.

ARTICLE 15 SENIORITY

- 15.01 (a) Seniority is defined, as the Employee's length of continuous service from date of hire with the Employer. An Employee will be considered on probation and will not be placed on any seniority list until they have successfully completed the probationary period set out in Article 13. After an Employee has successfully completed the probationary period, their name shall be placed on the seniority list and their seniority shall commence from the first date the Employee actually worked for the Employer.
- (b) One seniority list shall be maintained. The Employer shall post and update the seniority list in January and July of each year. Where two (2) or more Employees commenced work on the same day, preference shall be given in accordance with the date of application for employment.
- 15.02 An Employee shall lose all seniority and shall be deemed to have quit the employ of the Employer for any of the following reasons:
- (a) Voluntary resignation
 - (b) Retirement
 - (c) Discharged for cause and not reinstated
 - (d) Layoff in excess of eighteen (18) months.
 - (e) Absence from work for three (3) consecutive working days, without notifying the Employer or without a reasonable explanation, in which case such Employee shall be deemed to have abandoned employment without notice.
 - (f) Failure to notify the Employer of an intention to return to work without a reasonable explanation, within forty-eight (48) hours of being notified of recall by registered mail or failure to return to work within seven (7) calendar days after being notified of recall by registered mail, pursuant to Article 14.03.
 - (g) Failure to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless the Employee gives a reasonable explanation to the Employer

(h) Engages in gainful employment without authorization while on an approved leave of absence.

15.03 No Employee shall be transferred to a position outside the bargaining unit without his/her consent. If an Employee is transferred to a position outside of the bargaining unit; he/she shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the bargaining unit while in the excluded position. In the event that the Employee returns to a bargaining unit position, they are entitled to the previous seniority accumulated within the-bargaining unit. Such return may not result in the layoff or bumping of an Employee holding greater seniority.

ARTICLE 16 LAYOFF

16.01 (a) Both Parties recognize that job security will increase in relation to seniority as provided herein.

(b) In the event of a layoff, the Employer will consider the qualifications, ability, and seniority of permanent Employees. If all of these factors are relatively equal, seniority shall be the governing factor. A permanent Employee about to be laid off may bump an Employee with less seniority provided that they have the qualifications and ability to meet the normal requirements of the job.

(c) In the event of a recall, the Employer shall determine the job classification to which the recall is to occur. The Employer will then consider the qualifications, skills, ability, availability, knowledge and seniority of permanent Employees who are on layoff. Seniority shall be the governing factor where the Employee on lay-off has the requisite qualifications, skills, ability, availability and knowledge to perform the job.

16.02 No new Employees will be hired if there are Employees on layoff who are entitled to recall.

16.03 When Employees are to be recalled by the Employer, they will be notified by registered mail at their last place of residence, known to the Employer. It shall be the Employee's responsibility to keep the Employer informed of their most current address and telephone number.

16.04 A uniform reduction of 5% or less in the number of hours scheduled in a work-week for any classification of Employees or for all Employees shall not constitute a layoff should the

Employer determine to reduce hours on this basis. The Employer will continue to have the right to layoff and recall Employees as per Article 15.01 and 15.03 above.

- 16.05 Within sixty (60) days after the signing of this Agreement, the Employer shall post a seniority list on the bulletin board showing the seniority of each permanent Employee. An Employee shall have twenty (20) days within which to challenge the seniority list. Thereafter, the seniority date of each Employee will be deemed to be conclusive.
- 16.06 The Employer will notify the Union in writing if possible at least one month prior to issuing a written notice of layoff or elimination of a vacant position in accordance with this article. A meeting with the Union will be arranged within five (5) working days to discuss any issues arising as a result of the proposed layoff.

The Employer will provide notice of permanent layoff in accordance with the Employment Standards Act. In no case shall the Employer give notice of less than sixty (60) calendar days for employees with less than eight (8) years service and ninety (90) calendar days for employees with more than eight (8) years service.

ARTICLE 17 JOB POSTING

- 17.01 In the event that a new bargaining unit position is created or the Employer is filling a vacancy, the Employer will post the position internally and externally for a period of seven (7) working days, with an email copy to the Unit Vice President.
- 17.02 The posting will stipulate the nature of the position, the required qualifications, knowledge, skills, experience, education and training, rate of pay and hours of work.
- 17.03 In the event two (2) or more Employees apply, the Employer shall consider the qualifications, knowledge, skills, experience, education, training and seniority of the applicants. Where the other factors are relatively equal, the applicant with the greatest seniority will fill the vacancy.
- 17.04 The Employer reserves the right to hire from the outside work force when there is no qualified applicant from the bargaining unit to perform the work required. It is understood that qualified internal candidates will be interviewed prior to the employer interviewing any external candidate.

- 17.05 Within seven (7) working days of the date of an appointment to a vacant position, the name of the successful applicant will be posted in an all staff e-mail.
- 17.06 A successful internal applicant will be placed on a trial period for a period of three (3) working months. The applicant will become permanent after the trial period unless:
- (a) The Employee, at any time within the trial period, reasonably determines that he/she is not suitable for the position and wishes to return to the employee's former position provided the position remains vacant; or
 - (b) The Employer, at any time within the trial period, reasonably determines that the Employee is not suitable for the position and requires that the Employee return to the Employee's former position;
 - (c) In the event of either (a) or (b) above, the Employee will return to the Employee's former position and salary without loss of seniority.
- 17.07 If a new classification is established by the Employer, it shall determine the rate of pay for the new classification and promptly notify the Union of the same. In the event the Union does not agree with the wage rate, the Union may request a meeting with the Employer in an effort to mutually agree on a satisfactory rate of pay. Such request will be made within forty-five (45) days after receipt of notice from the Employer, and the meeting will be held within ten (10) days of receipt by the Employer of the Union's request. If the parties are unable to agree upon a rate of pay for the new classification, it is agreed that any wage rate increase negotiated at the next round of collective bargaining shall be applied retroactively to any/all incumbent(s) in the position(s) in question.

ARTICLE 18 LABOUR-MANAGEMENT COMMITTEE

- 18.01 (a) A Labour-Management Committee will be established consisting of the Unit Vice President, one (1) Union Steward and two (2) representatives of the Employer. The Union can have the CUPE National Representative attend the meetings as needed, provided they give reasonable notice to the Employer of their intention to do so.
- (b) The Committee will meet on a quarterly basis at a mutually agreeable time and place for the purpose of discussing issues relating to the workplace that affect the Parties or

bargaining-unit Employees. The Parties may mutually agree to cancel any of the quarterly meetings.

- 18.02 The Committee shall receive a notice and agenda for the meeting at least two (2) days in advance of the meeting.
- 18.03 The two (2) Employee representatives, serving on the Committee, will be paid their regular rates of pay for time spent in such meetings.
- 18.04 The Committee will deal with matters of-mutual-concern excluding grievances or matters pertaining to negotiations. The Committee is not empowered to alter or amend the Collective Agreement.
- 18.05 An Employer representative(s) and an Employee representative(s) will be designated as Chairs, who will rotate as chair of each meeting.
- 18.06 Minutes of each meeting will be prepared and signed by the Chairs as soon as possible after the close of the meeting. Such minutes will be provided to the Union's representative(s) and to the Employer. The Chairs will alternate the responsibility of completing the minutes for signature.
- 18.07 The Parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to maintain harmonious and respectful relations in the workplace.

ARTICLE 19 HOURS OF WORK AND SCHEDULING

- 19.01 It is understood that this Article shall not be interpreted as a guarantee of normal hours of work per day, or of hours of work per week, or of days of work per week nor shall this Article be interpreted as a guarantee that the normal hours of work will not be increased or decreased if found necessary by the Employer having due regard for its organization, nor is it a guarantee of any Employee's working schedule(s).
- 19.02 The workweek for Employees will be up to thirty-seven and one half hours (37.5) per week and exclusive of meal periods. An unpaid lunch period shall be provided no greater than one (1) hour in length. Any hours of work above thirty-seven and a half (37.5) per week will be paid in lieu time at a rate of one and half hours for every hour worked.

- 19.03 It is agreed and understood that the Employer may from time to time adjust actual start and finish times provided that adequate notice is given. It is understood that Employees shall not be scheduled to work before 6:00 a.m. or to finish work after 9:30 p.m. and for catering only, 11pm. Hours of work in excess of 7.5 and outside scheduled hours will be paid in lieu time at the rate of time and one half.
- 19.04 The Employer and/or Business Manager will prepare the scheduling of hours of work and the establishment of schedules.
- 19.05 Requests for changes in posted work schedules, which must be submitted in writing, are subject to the approval of the Employer and/or Business Manager having regard to the needs of the organization.

ARTICLE 20 OVERTIME

- 20.01 An Employee who performs work in excess of thirty-seven and one half (37.5) hours in a week, (exclusive of meal periods) will be compensated by receiving time off in lieu of the time worked. There shall be no pyramiding of overtime or premium hourly rate or any benefits under this Agreement. Where an employee has not taken lieu time within twelve (12) months of when the lieu time was earned, then the employees is entitled to be paid for the lieu time at the applicable rate and the employee's lieu time cards will be reduced accordingly.
- 20.02 All lieu time must be authorized in advance by the Employer except in extenuating circumstances. In such circumstances, the employee shall report the time to the appropriate Manager on the next business day.
- 20.03 The number of overtime hours worked shall be capped at twenty-four (24) hours per month, unless otherwise agreed to in exceptional circumstances.
- 20.04 Lieu time will be taken within 3 months of it being earned, at a time that is mutually convenient. If the Parties cannot agree on a mutually convenient time, the Employer will have the right to schedule the time off having regard to the needs of the organization.
- 20.05 Should an employee without personal transportation be starting or finishing work between 9:30 p.m. and 6:00 a.m., taxi service to or from the employee's home shall be provided by the Employer.

20.06 Employees required to work more than four (4) hours overtime on a given day, shall be provided with a meal or an allowance of \$20.00 (twenty dollars) by the Employer.

ARTICLE 21 SICK LEAVE

- 21.01 (a) Permanent Employees on the active payroll shall be entitled to continuation of regular pay in accordance with the provisions of this Article when absent due to illness, injury or disability except where covered by the Workplace Safety and Insurance Board's benefits.
- (b) Permanent full time Employees shall accumulate 1.5 working days per month to a maximum of 18 days per year. Part time permanent Employees shall accumulate an amount of sick leave per month in proportion to the number of hours they work in comparison to permanent full time Employees. Employees shall be granted an additional 5 days above and beyond the 18 days per year for COVID related leaves of absence including isolation leaves where required. Employees may be required to provide the Employer with confirmation of a positive COVID test or isolation requirement as per the discretion of the Employer. Rapid tests shall be provided by the Employer where necessary.
- (c) Employees may accumulate and carry over, from year to year, earned sick leave to a maximum of eighty (80) days a year. There shall be no entitlement to payment for unused sick leave credits upon termination of employment. Sick leave credits shall not be granted in advance to supplement sick leave where earned sick leave credits have been exhausted by the Employee.
- (d) An Employee who is unable to attend their duties due to illness or injury shall advise their immediate supervisor of the inability to report prior to the regularly scheduled workday of that business day, and the expected duration of the absence. The Employee is responsible for advising their immediate supervisor each day of absence thereafter
- (e) With the Employer's prior permission, which shall not be unreasonably withheld or unduly delayed, the Employee may use up to five (5) days per year of their accumulated sick leave credits for their medical appointments and for such appointments for or illness of the Employee's immediate family as defined in Article 22.05 (b).

- (f) An Employee after three (3) consecutive days absence due to illness or injury may be required to provide the Employer with a medical doctor or registered psychologist's certificate, the cost of which will be borne by the Employer. In the event of a lengthy illness, an Employee is expected to update the Employer of the status of their condition at least once a week where the absence is unknown.
- (g) Employees who have been on a medical leave for forty-five (45) working days or more must provide the employer with two (2) weeks written notice regarding their anticipated return to work date.
- (h) Employees shall be notified annually, effective April 1, in writing of the amount of sick leave used in the previous year and the total amount of sick leave accrued to the Employee's credit.

ARTICLE 22 LEAVES OF ABSENCE

- 22.01 Where practicable and operationally feasible, the Employer shall have the discretion to grant a leave of absence to Employees who have successfully completed probation and following two (2) years of continuous employment. Such leave may be granted without pay, for legitimate reasons, provided only that the Employer receives at least three (3) week's advance notice, in writing, (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer. Such discretion shall not be unreasonably exercised. Applicants, when applying, must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing. Employees returning from leave must give the employer at least two (2) weeks' notice, in writing, prior to their date of return.
- 22.02 No Employee will accumulate seniority, vacation allowance, be paid for -holidays, -nor will any-other--benefits-in this-Agreement- accrue-or-be paid while the Employee is on an unpaid leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work.
- 22.03 It is understood that Employees who are on paid leaves of absence approved by the Employer shall retain and accumulate seniority.

22.04 Pregnancy and Parental Leaves

- (a) Leave shall be granted in accordance with the Employment Standards Act.
- (b) During pregnancy or parental leave, an Employee continues to participate in each type of benefit plan that is related to his/her employment except that the employee may elect in writing to cancel participation in those plans that are voluntary.
- (c) Seniority and service for vacation credits continue to accrue during pregnancy or parental as prescribed by the Employment Standards Act but not for any extended leave without pay.
- (d) Upon request, an extended leave shall be granted without pay or benefits of up to one (1) additional year provided that request is made three (3) months in advance. There shall be no loss of seniority or service for vacation entitlements.
- (e) The Employer shall reinstate an Employee who has taken pregnancy or parental leave when the leave ends to the position the Employee most recently held if it still exists, or to a comparable position if it does not, in the same geographic location where possible.
- (f) Should the Employee request an early return from an extended leave, it shall be granted provided that three (3) months notice is given.
- (g) The Employer shall pay a reinstated Employee the wages that the Employee would be earning, had the Employee worked throughout the leave.

22.05 Bereavement Leave

- (a) When a death occurs in the immediate family of an Employee, such Employee shall be granted a leave of absence of five (5) working days for the purposes of grieving without loss of pay. The Employer may at its discretion grant additional bereavement leave time off without pay, if requested by an Employee.
- (b) Immediate family shall be defined as father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, spouse, common-law spouse or partner, child, stepchild, grandparents, grandchildren, or other significant person.

- (c) Should a death occur in the immediate family of an Employee while that Employee is on vacation, he/she shall receive that time off as bereavement leave pursuant to Article 20.06 (a).

22.06 Jury Duty/Subpoena Leave

The Employer will grant a leave of absence to an Employee who is called upon to serve as a juror in, or subpoenaed to, any court. The Employer will pay such an Employee the difference between their regular earnings and the payment received for jury services. This will be affected by the Employee signing over their jury fees (excluding any amount received for mileage and meal allowance) to the Employer, and the Employer will continue the Employee's regular wage payments. The Employee shall notify the Employer immediately after selection for jury duty or upon being subpoenaed, as well as the dates that they are to serve on jury duty/appear in court. The Employee will come to work during those regularly scheduled hours that they are not required to attend at court. If requested, the Employee will provide the Employer with a signed document from the clerk of the court stating the days in attendance.

22.07 Leave for Union Business and or Functions

Upon request, employees may be granted a leave of absence for Union functions and business. Union functions and or business shall include but not limited to: attending conventions, meetings and conferences of CUPE, its affiliates and chartered bodies. When an employee requests a leave of more than three (3) days for Union business, seven (7) days' notice is required. This request shall not be unreasonably denied. Notwithstanding the foregoing, the Employer shall endeavor to meet additional requests for Union leave subject to operational considerations.

For administrative purposes, the Employer shall continue to pay the salary and benefits of an employee on Union leave. The Union shall reimburse the Employer within thirty (30) days from the end of the employees leave for salary and benefits paid by the Employer to the Employee for the period of the Union leave.

22.08 Religious Observance

Upon written request as far in advance as possible, the Employer may grant an Employee reasonable time off, without loss of regular wages, to observe religious holidays or observances regularly celebrated or practiced by that Employee.

ARTICLE 23 PAY DAYS AND PAY CHEQUES

23.01 The Employer shall pay the salaries referred to in Schedule "A" attached hereto and forming part of this Agreement twice monthly on-the-fifteenth (15th) and thirtieth (30th) of each month (twenty-eighth (28th) for February. On each payday each Employee shall be provided with an itemized statement of their wages and deductions.

23.02 An Employee may, upon giving the Employer at least ten (10) working days notice, receive, on the last workday preceding the commencement of their annual vacation any pay cheques that may fall during the period of that vacation.

23.03 When an employee is temporality appointed (pre-approved) in a higher paying category for three (3) weeks or more they shall receive the rate for the classification for which they are temporarily substituting.

ARTICLE 24 PAID HOLIDAYS

24.01 Employees shall receive the following paid holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
August Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	
Three (3) Float Days		

24.02 Authorized work performed on a paid holiday will be paid for in lieu time at the rate of two (2) times the Employee's regular rate-of pay in addition to holiday pay, where applicable.

- 24.03 No Employee is entitled to be paid for a holiday on which they did not report for work after having agreed to work unless a satisfactory reason is provided to the Employer.
- 24.04 In order to qualify for holiday pay, an Employee must work on their scheduled shift immediately preceding and immediately following all paid holidays unless the Employee is absent due to illness or other reason acceptable to the Employer. Upon request by the Employer, the Employee must provide a doctor's note to verify any absence due to illness. The cost(s) of any notes shall be borne by the Employer.
- 24.05 Holiday pay will be that amount which is equal to an average of the wages that the Employee would have otherwise earned in the twelve (12) of the twenty-eight (28) days immediately preceding the holiday.
- 24.06 In the event that a holiday falls during an Employee's vacation period, the Employer shall pay one (1) day's pay based on his/her regular rate of pay for that day. The vacation days used will thereby be reduced by one day.
- 24.07 There shall be no pyramiding of premium pay for overtime worked and hours worked on a holiday.
- 24.08 When any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

ARTICLE 25 VACATIONS

- 25.01 Vacations entitlements shall be based on the fiscal year April 1 to March 31 annually.
- 25.02 Vacation leave with pay shall be credited to an Employee on April 1 annually on the following basis:
- Twenty (20) days vacation if the Employee has completed two (2) years or less of continuous employment, or
- Twenty-five (25) days vacation if the Employee has completed two (2) years or more but less than five (5) years of continuous employment, or

Thirty (30) days vacation if the Employee has completed five years or more of continuous employment.

- 25.03 Employees shall receive an unbroken period of vacation unless mutually agreed upon between the Employee and the Employer. Scheduling of such vacation must be approved in advance by the Employer.
- 25.04 Employees shall be permitted to carry over two (2) weeks vacation into the next year.
- 25.05 Vacation entitlement for new Employees during the first year of employment shall be prorated, and vacation credits for part-time Employees shall be prorated based on the number of days worked per week. Vacation leave with pay shall not be granted during the first six (6) months of employment.
- 25.06 An Employee whose employment terminates at any time in the vacation year, prior to using their earned vacation will be entitled to a proportionate payment of their wages in lieu of such unused vacation, prior to the date of termination. In the event that an Employee has used vacation in excess to his/her entitlement and is terminated, they shall reimburse the Employer.
- 25.07 When a permanent Employee is hospitalized or confined to residence due to illness or injury during their period of vacation, vacation credits will not be deducted in respect of the period of hospitalization or confinement to residence and resulting recuperation, unless the Employee requests the use of such time. Such credits may be scheduled for use at another time in the year in respect of which the Employee must use vacation credits.

ARTICLE 26 GENERAL CONDITIONS

26.01 Personnel Files

- (a) At a pre-arranged time with the Employer and in the presence of a representative of the Employer, an Employee may have access to Their personnel file. The Employee will be permitted to have copies, paid for by the Employer, of any material contained in the file but will not remove any of the contents from the file.
- (b) Only work-related documents may be placed in the Employee's file, including but not limited to, documents signed by the Employee's immediate supervisor that relate to the Employee's performance of their responsibilities.

- (c) Except for performance reviews, any written record or disciplinary action placed on the Employee's personnel file will not be relied on by the Employer in any proceeding more than one (1) year after issuance of such written record.
- (d) The Union and the Employee shall be provided with a copy of all disciplinary notations.
- (e) Where an employee is disciplined for theft, willful misconduct, safety violation(s), harassment, discrimination and/or violence in the workplace, written warnings or disciplinary action shall remain in the employee's discipline file permanently, only removed by mutual agreement by the parties or as required by law.

26.02 Employer Premises and Internet Usage

- (a) Any non-business use of Working for Change premises, including business sites and equipment, must be approved in advance by the Employer.
- (b) Where Employees are provided with Internet access as a tool to assist them in performing their duties, they must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data.
- (c) Internet usage must be able to withstand public scrutiny and/or disclosure. Employees must avoid accessing sites that might bring Working for Change into disrepute, such as those which carry offensive material or inappropriate chat lines.

26.03 Health and Safety

In consultation and co-operation with the Joint Health and Safety Committee, the Employer agreed to further develop policy to maintain the safety, integrity and security of staff and others. The policy shall include but not be limited to:

- 1) training workers in measures and procedures available for their protection,
- 2) providing a safe working environment,
- 3) an incident investigation protocol,
- 4) an emergency response protocol,

- 5) annual review of the policy. Revisions to the policy shall be made following consultation with the Union.
 - (a) The Employer and the Union recognize their joint obligation to provide a safe and healthy workplace; support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour; and, comply with all duties and responsibilities under the Occupational Health and Safety Act and accompanying regulations as may be amended from time to time.
 - (b) A Health and Safety Committee shall be established and shall be comprised of an equal number of management and non-management members. The Committee shall operate under the requirements of the Occupational Health and Safety Act, as it may be amended.

The Committee shall identify potential hazards and dangers, institute means of improving health and safety programs and/or policies and recommend actions to be taken to improve conditions related to safety and health.

The Employer agrees to co-operate in providing necessary information to enable the committee to fulfill its functions.

Meetings of the Committee shall be held quarterly or more frequently as agreed by the co-chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- (c) Each work location that does not have a worker member of 'the Joint Health and Safety Committee employed there, will have one (1) Health and Safety representative appointed by the Union. The duties of the Health and Safety representative will be:
 - 1) to carry out a monthly inspection of premises in which the representative works, and report all situations which may be a source of danger or hazard to workers' health to the Health and Safety Committee with a copy to the Director;
 - 2) to bring to the immediate attention of the Director and, if necessary, the Health and Safety Committee, any incidents or situations occurring between monthly inspections which may be a source of danger or a hazard to health and safety of workers;

- 3) to send written reports of all accidents or near accidents occurring in the workplace to the Health and Safety Committee;
 - 4) to assist the Director in educating all staff and workers to safe work habits.
- (d) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (e) The Workplace Violence Prevention Policy has been developed in consultation and co-operation with the Joint Health and Safety Committee. Any changes to the policy shall be made following consultation and co-operation with the Health and Safety Committee. The policy shall be reviewed by the Joint Health and Safety Committee on an annual basis.

If an Employee claims that the policy is being breached, the Joint Health and Safety Committee shall meet to ensure that the policy is being upheld.

- (f) Working for Change & CUPE 4557.1, in consultation with the Joint Health and Safety Committee agree to support the training needs of the members of the Joint Health and Safety Committee. Committee members shall receive as a minimum, Basic Certification Part 1 and 2 training from the Workers Health & Safety Centre.

All employees will be trained in Health and Safety which will be reviewed on an annual basis and subsequent training will be provided further to any amendments. Training may include: safety talk, postings, reading documents, on-line training, classroom training, webinars, e-courses, etc.

26.04 Minutes of Board Meetings

The Employer shall post a copy of the approved Minutes of the Employer's Board of Directors' meetings.

26.05 WSIB

- (a) All employees shall be covered by the *Workplace Safety and Insurance Act*.
- (b) An employee receiving payment for compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.
- (c) While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.
- (d) Employees will have access to employer paid sick leave or/on employee sick bank and/or long-term disability (LTD) until such time as the employee's claim for benefits including appeal is determined by WSIB.

26.06 Cash Shortages

An Employee handling cash shall not be responsible for shortages, except in the case of criminal negligence or Employee theft or fraud.

26.07 Employer Restructuring

- (a) Working for Change recognizes the possibility of organizational restructuring to meet changing circumstances and needs in the community it seeks to serve. In recognition of this, the Employer will notify the Union with at least ninety (90) days written notice of any major organizational or technological change, in order to permit the Union to make any representations it wishes prior to a final decision being made by the Employer. Such notice will include information about the nature of the change, the dates proposed for the change and the implications of such change for Employees.
- (b) Where as a result of major technological/organizational change, new or greater skills are required by affected Employees, Working for Change, wherever possible will provide such Employees with applicable training assuming there exist positions in which to place them. In such instances, there will be no loss of pay or benefits to the Employee where it can logically be expected that the employee(s) affected will be able to upgrade their knowledge and/or skills in a reasonable period of time.
- (c) No Employee shall have their regular workload increased beyond a reasonable level as a result of restructuring.
- (d) Any Employee who has their position made redundant as a result of major restructuring, reorganization or major technological change, shall have the ability to exercise their rights pursuant to Article 13.
- (e) No Employee who is displaced from their job due to major restructuring, organizational or technological change will suffer a reduction in wages as a result of such change.

ARTICLE 27 LEGAL LIABILITY

27.01 Subject to the provisions outlined hereinafter, if any legal action, claim, or proceeding is brought against a current or former employee, the Employer shall provide qualified legal counsel and representation to anyone covered under this Article except where providing such representation constitutes a conflict of interest. In the event of a conflict of interest, the Employer, the insurance carrier (where applicable) and the employee shall endeavor to agree upon legal counsel from a list supplied by the Employer. In the absence of agreement, the choice of legal counsel for anyone covered under this Article shall be unilaterally determined by the Employer subject to the terms of an applicable insurance policy, if any. The Employer accepts full responsibility for the conduct of the legal action and the employee agrees to cooperate fully with appointed counsel subject to the policy terms, conditions and exclusions as provided by HIROC Insurance.

27.02 The Employer shall provide legal counsel and representation to employees and former employees with respect to any legal action, claim or proceeding against anyone covered under this Article, including for an alleged tort or wrong in respect of any matter related to the Occupational Health and Safety Act, the Ontario Human Rights Code and/or any other applicable legislation, and where subject to a hearing or trial before any court, administrative tribunal, or disciplinary body arising out of their employment duties, activities or responsibilities, or any duties, activities or responsibilities incidental thereto.

Without limiting the generality of this Article, legal counsel and representation shall be provided by the Employer for employees and former employees in legal actions brought against them for personal injury, negligence, harassment, defamation, or invasion of privacy, to name only a few examples.

27.03 Subject to the provisions of Article 27.05 below, the Employer shall pay any damages or costs awarded against anyone covered under this Article in any such legal action, claim or proceeding and all legal costs (meaning lawyer's fees and disbursements) related to the conduct of the legal action when a claim is triggered as per HIROC Insurance. The Employer shall also pay any sum required to be paid by anyone covered under this Article in connection with the settlement of any legal action made against such employee or former employee, above and beyond the policy limit of HIROC Insurance, provided the conduct of anyone covered under this Article which gave rise to the legal action does not constitute deliberate misconduct of gross negligence of their duty as an employee.

27.04 Should an employee or former employee be:

- i) Requested to meet or be interviewed by police, a crown attorney, prosecutor or defense counsel, Ministry of Labour Inspector, Third Party investigator, for example, or,
- ii) Is summoned or subpoenaed to give evidence in connection with a criminal investigation of proceeding that is related to their employment duties, activities and responsibilities and results in serious injury to, or death of a person receiving supports (including an alleged homicide), the employee or former employee shall be afforded representation for that purpose by qualified legal counsel selected by the Employer after consultation with the Union as per the HIROC Policy.

27.05 In the event that an employee or former employee is interviewed, investigated or charged with a criminal offence or an offence carrying punishment or penal consequences arising out of or during the performance of their employment duties, activities and responsibilities, or any duties, activities or responsibilities incidental thereto, (this may exclude charges laid under The Highway traffic Act) the Employer shall provide anyone covered under this Article with legal counsel and representation and shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) related to the conduct of the legal action subject to the following conditions:

- i) The employee was acquitted of all or any part of the charges and,
- ii) Such acquittal of the charge as laid was not affected by a plea or pleas by the employee or former employee to a lesser charge or charges.

The Employer's decision not to fund all or any portion of the legal costs shall not be the subject matter of a grievance and/or arbitration proceeding save and except that where an employee has been denied coverage, and dispute of the Employer's denial shall be limited to a claim that

the decision to deny the coverage was made in bad faith. In the event the employee or former employee is convicted, the Employer reserves the right to recover all or any portion of the legal costs it paid.

Criminal and intentional acts are excluded. In an event where the allegations are groundless and that the employee did not commit a criminal act, the individual would receive coverage from HIROC until such time that it is apparent that a crime was committed.

27.06 The Employer agrees that in situations where charges have been laid against a current employee and it is satisfied that:

- i) the employee has carried out the Employer's mandate to provide service and support in good faith and in a professional manner; and
- ii) the employee has not committed a culpable breach or dereliction of their employment duties, activities or responsibilities, or any duties, activities or responsibilities incidental thereto, the Employer agrees that the employee may be entitled to a leave of absence with pay and full benefits until the conclusion of the legal process, up to and including trial. During any such authorized leave of absence, seniority and service shall continue to accrue for all purposes under the collective agreement. Alternatively, the employee may be placed in a different position, by mutual agreement and consent, (which placement cannot arbitrarily displace another employee) without change in pay or interruption of benefits,

- 27.07 It is further agreed that, if upon completion of the trial of the criminal charges, there is a conviction and the employee or former employee elects to appeal this conviction, the Employer agrees to undertake a comprehensive review of the merits of an appeal and, once that review is completed, the Employer may elect to fund all, or any portion of the legal costs incurred in connection with the appeal process. the Employer's decision not to fund all or any portion of the appeal process shall not be the subject matter of a grievance and/or arbitration proceeding. Legal costs apply when it is an insurable claim. Some legal costs may be out of pocket.
- 27.08 The Employer agrees to maintain and pay the premium costs for an insurance policy providing both civil and criminal liability overage for employees and former employees in the amount of \$5,000,000.00 for conduct during his or her employment duties, activities or responsibilities, or any duties, activities, or responsibilities incidental thereto. The Employer further agrees to provide the Union with a copy of the insurance policy which is in effect when requested.
- 27.09 Once it becomes aware of any legal action, claim or proceeding brought against an employee, the Employer will immediately notify and advise the President of the Union, or their designate, of any significant matters that may potentially impact whatsoever the employee's ongoing employment. Within this context, the employee has the right to have the President of the Union, or their designate, participate at any/all meetings held by the Employer with that employee.

ARTICLE 28 BENEFITS

The Employer agrees to provide the following benefits:

- 28.01 An Employee who is required to use their own automobile with prior approval by the Employer, for business purposes shall be paid the current CRA mileage rate. The Employer will pay a maintenance allowance one-hundred and twenty (\$120) dollars per month (April–October inclusive) to PGTE staff that have prior approval from the Employer to use their own car to carry PGTE supplies and equipment. If the vehicle is no longer required for this purpose the employer will supply two (2) months' notice to the employees.
- 28.02 An Employee who is required to use public transit to attend business meetings and/or worksites will be provided with TTC fare by the Employer and should furnish receipts wherever possible and reasonable. With respect to the cost of TTC tokens, where economically feasible for the Employer, the cost of a TTC Monthly pass may be reimbursed.

28.03

- a) The Employer shall reimburse Employees dependent or elder care where required, the living wage for the area per hour towards the cost of substitute care when an Employee is required to attend work, outside their regular hours of work, with proof of payment.
- b) Claims will not be paid for a spouse, partner, or a family member who normally provides care without charges. Claims will not be paid for periods of time where a member would normally have paid for care such as during normal hours of work at their job.

28.04 An Employee who is required to attend meetings and conferences will be reimbursed by the Employer, the cost of parking up to a maximum of thirty (\$30) dollars per day. Receipts shall be included to receive reimbursement.

28.05 The Employer will pay the costs of premiums so that Employees will continue to be provided with the following benefits:

- (a) Schedule I
- (b) The Employer will maintain a sub-plan of Human Resources Canada's Employment Insurance and agrees that Employees may use any unused sick days to top up salary to 95%. Eligibility will be determined by Human Resources Development Canada. The Employee agrees to use any unused sick days to offset the Employment Insurance waiting period.
- (c) A Vision Care Plan, which provides for seven hundred (\$700) in benefits every two (2) years for each employee and family member. Benefits to include eye examination(s) and laser surgery.
- (d) Services of a licensed psychologist/ Social worker to a maximum of two thousand two hundred fifty dollars (\$2250.00) per person per benefit year.

28.06 The Employer will have the right to select the insurance carrier of its choice in respect of any of the benefits provided herein (to the extent that all benefits must continue to be provided at the current rates of coverage outlined in this Agreement). Employees will resolve any disputes concerning benefit payments directly with the Insurer.

28.07 Any coverage pursuant to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies or the carrier's contract with the Employer.

28.08 Employees who receive Long Term Disability will be eligible for extended health coverage depending on their length of service as follows:

Employees who have been employed at Working for Change:

- For a period up to one year – six months coverage
- Between one and five years – one year coverage
- Over five years – two years coverage

28.09 Each permanent employee shall be reimbursed up to two hundred and fifty dollars (\$250) with receipts from the year of the claim, each calendar year for health and wellness activities.

ARTICLE 29 PROFESSIONAL DEVELOPMENT

29.01 Working for Change recognizes the need for the staff to enhance and develop their professional competencies and work skills. Each employee will be eligible for a maximum of one thousand and five-hundred dollars (\$1500) during the term of this agreement. These PD funds will be allocated as requests are received. Approval of the PD fund allocation will not be unreasonably denied if the maximum budgeted amount for the year has not been reached, equal to the amount of five hundred (\$500) per employee, and the employee does not exceed the one thousand and five-hundred dollars (\$1500) maximum allocated to them. WFC shall provide the Union with biannual reports on the use of professional development funds.

ARTICLE 30 PENSION

MULTI-SECTOR PENSION PLAN

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

- 30.01 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- i) the straight time component of hours worked on a holiday; and
 - ii) holiday pay, for the hours not worked; and
 - iii) vacation pay; and
 - iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the work place; and
 - v) All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" mean all employees in the bargaining unit.
- 30.02 Commencing January 1, 2022 each Eligible Employee shall contribute for each pay period an amount equal to 3% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3% of Applicable Wages to the Plan.
- 30.03 The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

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

For further specificity, the items required for each Eligible Employee by Article .04 of the agreement include:

i) To Be Provided Once Only At Plan Commencement

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

ii) To Be Provided With Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially And As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status
- iv) To Be Provided Annually but no Later than December 1st
 - Current complete address listing

30.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

ARTICLE 31 INTERPRETATION

- 31.01 The words "strike" and "lockout" shall also have the meaning given to those words in the Ontario Labour Relations Act
- 31.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter can be arbitrated.
- 31.03 The terms "regular pay" and "regular rate of pay" when used in this Agreement shall mean the amounts indicated in the wage classification schedule as hourly earnings only and shall not include any amounts other than those hourly earnings.
- 31.04 "Employee" shall mean a person in the bargaining unit described in Article 2.1.
- 31.05 "Probationary Employee" shall mean an Employee who is on probation as set out in Articles 14.
- 31.06 "Permanent Employee" shall mean an Employee who has completed the probation period and who is not a temporary or contract Employee.

- 31.07 "Full-time Employee" shall mean an Employee who has successfully completed the probation period and who is scheduled to work twenty-two and one-half (22.5) hours or more each week on a regular and recurring basis. Such Employee is not a temporary Employee or casual Employee as defined herein.
- 31.08 "Part-time Employee" shall mean an Employee who has successfully completed the probation period and who is scheduled to work less than twenty-two and one-half (22.5) hours each week on a regular and recurring basis. Such Employee is not a temporary Employee or contract Employee as defined herein.
- 31.09 "Temporary Employees" shall mean an Employee who has been hired to:
- (a) Replace an Employee who is on approved leave for the duration of the leave; or
 - (b) To work during periods of peak or excessive workload for a period no longer than eight (8) weeks unless agreed to, in writing, by the Employer and the Union; and
 - (c) Temporary Employees are paid the Union entry-level rate of pay for the position that they are employed in.
- 31.10 "Contract Employee" shall mean an Employee who has been hired for a period no longer than 365 calendar days or such longer period as may be agreed to, in writing, by the Employer and the Union:
- (a) To work on a specific task or project; or
 - (b) To perform work for a predetermined period of time; or
 - (c) To perform work which is funded by special grants.

ARTICLE 32 DURATION

- 32.01 This Agreement shall come in to force from the date of ratification and continue to be in effect up to and including December 31, 2026 and shall remain in effect from year to year thereafter unless either the Employer or the Union gives to the other Party written notice of termination or desire to amend this Agreement.
- 32.02 Notice that amendments are required may only be given within the period of not more than ninety (90) days prior to the expiration date of this Agreement.
- 32.03 This Agreement may be amended by mutual consent of the Parties.
- 32.04 This Agreement will become effective as of the date of its execution by the Parties.
- 32.05 Increases to the wage schedule shall be retroactive to the dates specified and based on the hours paid. Retroactivity shall be paid as soon as possible, but, in any event, within sixty (60) days of ratification. Such payment shall be made by separate cheque or itemized on the employees' regular pay cheques. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payment. The Union will be provided with copies of all notices sent to former employees.

IN WITNESS WHEREOF the Parties have signed this Agreement this 26th day of February 2026.

FOR THE EMPLOYER:

FOR CUPE LOCAL 4557.01:

Nicolette Felix
Nicolette Felix (Feb 26, 2026 14:57:15 EST)

Katherine Venables Lloyd
Katherine Venables Lloyd (Feb 26, 2026 12:21:03 EST)

Janarthhan Patgunanathan
Janarthhan Patgunanathan (Feb 26, 2026 12:52:47 EST)

Marie Cantwell
Marie Cantwell (Feb 26, 2026 11:18:09 EST)

Susan Davis
Susan Davis (Mar 3, 2026 10:39:09 EST)

SCHEDULE I – BENEFITS

Life Insurance

Accidental Death & Dismemberment

Dependent Life

Long Term Disability

Extended Health

Dental

(Increase the Benefit Maximums for level 1, 2, 3, and 4 of the dental plan to \$2,500 per year).

Increase Mental Health coverage from \$2000/yr to \$2250/yr.

Increase the current Basic EAP to the Fee Model EAP, which provides for enhanced counseling sessions.

SCHEDULE II - SALARY SCALE

January 1, 2025- 3%
 January 1, 2026- 2.64%

January 1, 2025

Wage Category	Job Title	Salary
A	Business Manager	\$56,121.58
A	* Partnership Coordinator	\$56,121.57
B	Financial Administrator	\$57,556.35
C	Kitchen Manager	\$43,166.96
C	General Office Worker	\$43,166.96
D	Site Supervisor	\$50,361.56
D	Business Developer	\$50,361.56
E	Food Production Manager	\$53,958.77
F	**Office Coordinator	\$50,361.56
G	Lead Hand	\$40,488.54

SCHEDULE III - SALARY SCALE

January 1, 2026

Wage Category	Job Title	Salary
A	Business Manager	\$57,603.40
A	* Partnership Coordinator	\$57,603.40
B	Financial Administrator	\$59,075.84
C	Kitchen Manager	\$44,306.57
C	General Office Worker	\$44,306.57
D	Site Supervisor	\$51,691.11
D	Business Developer	\$51,691.11
E	Food Production Manager	\$55,383.29
F	**Office Coordinator	\$51,691.11
G	Lead Hand	\$41,557.44

SCHEDULE III - LETTERS OF UNDERSTANDING

Letter of Understanding#1 - Employee and Family Assistance Program

The parties to this agreement recognize that our most important asset is people and that human problems have the potential for successful treatment when they are identified early and dealt with by an appropriate assistance resource. Alcoholism, drug abuse, physical illness, mental stress, emotional distress, financial problems, or family conflict, are human problems, which have a profound impact upon the lives of our members/employees, their families and job performance. The Union and the Employer wish to assist employees and their families when they confront such problems. Therefore, the Employer agrees to maintain the enhanced Employee Assistance Program for the employees of Working for Change.

Signed this 26th day of February, 2026.

Effective December 1st, 2025.

FOR THE EMPLOYER:

FOR CUPE LOCAL 4557.01:

Nicolette Felix

Nicolette Felix (Feb 26, 2026 14:57:15 EST)

Katherine Venables Lloyd

Katherine Venables Lloyd (Feb 26, 2026 12:21:03 EST)

Janarthhan Patgunanathan

Janarthhan Patgunanathan (Feb 26, 2026 12:52:47 EST)

Marie Cantwell

Marie Cantwell (Feb 26, 2026 11:18:09 EST)

Susan Davis

Susan Davis (Mar 3, 2026 10:39:09 EST)

NEW Letter of Understanding#2 – Pay Equity

New LOU Re: Pay Equity

The Parties agree that within six (6) months of ratification of this Collective Agreement, that a committee will be formed to discuss the Pay Equity Act.

The committee will be composed of an equal number of Employer representatives and Union representatives. The Employer shall ensure that employees (to a maximum of two) shall be paid for time spent attending these meetings.

The committee may include, from time to time, other individuals to attend the meeting.

In addition, the Union agrees to withdraw grievances: P01-0524, P06-0524, P07-0524, P09-0524, P12-0524.

Signed this 26th day of February 2026.

On behalf of the Employer:

Nicolette Felix
Nicolette Felix (Feb 26, 2026 14:57:15 EST)

Janarthhan Patgunanathan
Janarthhan Patgunanathan (Feb 26, 2026 12:52:47 EST)

Susan Davis
Susan Davis (Mar 3, 2026 10:39:09 EST)

On Behalf of the Union:

Katherine Venables Lloyd
Katherine Venables Lloyd (Feb 26, 2026 12:21:03 EST)

Marie Cantwell
Marie Cantwell (Feb 26, 2026 11:16:09 EST)