

# **Collective Agreement**

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## **COLLECTIVE AGREEMENT**

**Between**

**ST FELIX CENTRE**

**-and –**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE), LOCAL 7797**

**Expires: December 31, 2023**

# Collective Agreement

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## ARTICLE 1 – PURPOSE

### A1.01

The general purpose of this agreement is the desire of both parties:

- a) to maintain harmonious and mutually respectful relations between the Employer and its Employees;
- b) to recognize the value of joint discussions concerning working conditions;
- c) to encourage efficiency in quality programs operations;
- d) to promote the morale, well being and security of all the Employees in the bargaining unit;  
and
- e) to provide a mechanism for the amicable adjustment of grievances which may arise;

### A 1.02

The Parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs 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.

## ARTICLE 2 - SCOPE AND RECOGNITION

### A2.01

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of St. Felix Centre in the City of Toronto, save and except Coordinators and persons above the rank of Coordinator and office clerical staff in the Human Resources/Finance departments.

### A2.02

It is agreed that, consistent with current and past practice, persons engaged on a temporary basis, through an Agency, who are employees of the Agency, to replace bargaining unit members who are absent due to vacation, illness or any other absence covered by the terms of this Collective Agreement during which the Employer determines an outside replacement necessary for the duration of the absence, are not employees of the Employer and will not be covered under the terms of this Collective Agreement.

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In order to provide job security for the members of the bargaining unit, consistent with current practice, the employer agrees that all work or services normally performed by bargaining unit members employees shall not be sub-contracted transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employee to the extent that it results in the immediate layoff of any bargaining unit members, or prevents the recall of laid off full time bargaining members.

Notwithstanding the above, it is agreed that outside Agency staff may be used to maintain required staffing levels where there are absences of bargaining unit members, and where no eligible bargaining unit members respond to indicate their availability to work within the time frame indicated as per Article 16.10 (Filling Shifts).

It is also agreed that volunteers have a role to fill in the Employer's operation and are an important link to the community being served. The use of volunteers will not result in the layoff of bargaining unit employees.

## **A2.03**

No employee shall be required or permitted to make any written or verbal agreement with the employer or its representatives, which may conflict with the terms of this Collective Agreement.

## **ARTICLE 3 – DEFINITIONS**

### **A3.01 Employees**

The term "employee" or "employees" as used in this Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 2.01

### **A3.02**

In this agreement, every effort will be made to use gender non-specific pronouns. Where "they/them" is used, it shall be deemed to include the singular and/or the plural, where context so requires.

### **A3.03 Full Time Employees**

Wherever referred to in this Collective Agreement "full-time" employee shall mean an employee of the Employer who is regularly scheduled between 64 and up to 88 hours per biweekly period.

### **A3.04 Part Time Employees**

Wherever referred to in this Collective Agreement "part time" employee shall mean an employee of the Employer who is regularly scheduled to work less than sixty-four (64) hours per bi-weekly period.

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## **A3.05(a) Temporary Employees**

Temporary full-time employees are those hired for short periods of time due to extraordinary circumstances such as maternity leave, vacation, sickness, and leaves of absence. Temporary full-time position are periods of less than sixty-three (63) weeks.

## **A3.05(b)**

It is agreed that persons employed on part time basis, and who temporarily work full time hours in a relief capacity described in Article 3.06(a) above, shall not be given full time status, but rather shall retain their part time status as either regular part time or relief-and shall be entitled to the articles of the Collective Agreement that are relevant to their status as part time employees.

It is understood part time employees, may make themselves available for relief shifts where the total hours the part time employee works does not exceed 40 hours per week. Hours worked through relief shifts will not change the part time status of the employee.

## **A3.06(a) Relief Employees**

A "relief" employee shall be defined as an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability. Work is scheduled as required to replace regular staff on an emergency basis, to do vacation backfill and to assist with peak load situations.

A relief employee may have regularly scheduled hours of work from time to time (e.g. sick relief, vacation relief, etc.), but does not normally have regularly scheduled hours of work.

## **A3.06 (b)**

To retain status on the relief list, relief employees must be available to accept shifts. Relief employees who do not respond to accept at least one (1) call out shift per month for two consecutive months or who do not work over a six (6) month period may be removed from the relief list and their employment terminated.

Relief employees who will be unavailable for a month may indicate this to the employer in writing, to a maximum of four months during the calendar year. During such months the above requirement does not apply.

## **A3.07 Contract Employees**

- a) The Union recognizes the need for the Employer to hire contract employees under certain circumstances.
- b) The Contract employees may be hired for:
  - i. a specific term to replace an employee who will be on an approved absence, and where the period of employment shall not exceed the expected length of the

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- absentee's leave unless the contract employee is required to assist the returning employee (i.e. orientation, on modified work or as agreed to by the parties.)
- ii. a specific term to cover for peaks in workload, and where the period of employment shall not exceed the expected length of the workload peak;
  - iii. a specific project, and where the Employer communicates a general overview of the project to the union; and with the further restriction that the length of the period of employment shall not exceed twelve (12) months except with the mutual agreement in writing of the Employer and the Union, such agreement not to be unreasonably withheld.
  - iv. The term of the contract work will be defined at the time of hire, however it may be shorter in the event the employee being replaced returns to their position earlier than expected or the operational needs change.
    - 1. A contract employee who is offered and accepts a regular position during their employment shall be credited with hours worked towards their seniority from their most recent date of hire. In the event that a Contract employee is awarded a new position prior to the completion of their current contract, their appointment to the new position may be delayed until such time the contract is completed.
    - 2. Contract employees will enjoy all the rights and benefits of the Collective Agreement which will be effective from the first day of their employment, save and except for layoff procedures as defined under Article 13, general leave of absence as defined under Article 18, and benefits as defined under LOU #4.
- c) For clarity, where a full-time or part-time Employee accepts a contract position, they maintain their former employment status (i.e. FT or PT) while filling the contract position, and will be returned to their former position at the end of the contract. If their former position no longer exists, they may exercise their rights as per the layoff procedure as defined under Article 13.

### **ARTICLE 4 – UNION SECURITY**

#### **A4.01**

As a condition of employment, all new bargaining unit employees shall become and remain members of the union, according to the Constitution and By-Laws of the union, within thirty (30) days of employment. The employer shall deduct from every employee any dues, initiation fees, or assessments levied by the union on its members.

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## **A4.02**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following the month in which the deductions are made, accompanied by a list of the names and available addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names of the employees terminated during that month.

## **A4.03**

The Employer will, at the time of making each remittance hereunder to the Secretary Treasurer of the Union, 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.

## **A4.04**

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.

## **A4.05**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

## **A4.06**

The Union shall inform the Employer, in writing, of the amount to be deducted, the type of earnings that are subject to union dues, the formula to be used to calculate the dues and initiation fees to be paid. The Union will provide thirty (30) days written notice of any change to the dues structure.

## **A4.07**

No Employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the written permission of the Management of the Employer.

## **A4.08 *New Employees***

The employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off

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## **A4.09 New Employees**

The Employer shall, on date of hire, acquaint new employees with the fact that they are covered by a Collective Agreement and provide them with the contact information for their Union stewards. The union steward will also be provided with the name and contact information of all newly hired employees.

## **A 4.10**

Where notice is required under this Agreement, official notice shall pass to and from the Director Human Resources or their designate and the VP/Unit Chair for the Bargaining Unit, with a copy to the Local President and National Staff Representative, unless specified otherwise in this Agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **A5.01**

It is recognized and agreed by both parties that the Employer is a not-for-profit organization dependent upon public, corporate and individual funding and volunteer support.

The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer except as specifically limited by an express provision in this Agreement. Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:

- a) determine the location and extent of the operations and their commencement, expansion, curtailment, termination or discontinuance, in whole or in part;
- b) interview, select, hire and direct the working force, to schedule, assign, promote, classify, lay-off its employees; to plan, direct, control, alter or discontinue operations; and, to designate, establish, revise or discontinue positions, classifications and departments;
- c) maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices,
- d) record security CCTV footage in areas accessible to guests except for private spaces (e.g. washrooms).

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- e) the right to establish standards of workplace conduct, service levels and throughput; to contract out or to subcontract work; to determine the schedule of hours of work and of operation, the number of shifts, the methods, processes, equipment and means of providing services required; to determine the qualifications of employees and establish and administer evaluations and job-related tests for the purpose of assisting the Employer in determining employee qualifications;
- f) introduce the use of new or improved methods, technical advancement and equipment; to determine the need for overtime; to determine the number of employees needed by the Employer at any time; to direct the operation of the administration of the Employer's pay system; to determine the number of hours to be worked, breaks and starting and quitting time periods;
- g) right to require employees to attend training, meetings and to obtain and maintain certification for any legitimate job-related skills or requirements including, without limitation, first aid certification; CPR and Food Handling Certification
- h) make studies of and institute changes in jobs, job content or job assignments; discontinue, reorganize, limit, combine, substitute any operation or part thereof;\_determine all other aspects of the Employer's operation, all of which shall remain solely within the rights of the Employer.

Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Collective Agreement, they shall only be modified or limited to the extent specifically provided for therein.

Failure by the Employer to exercise any of its Management Rights or other rights shall not be considered to be a waiver or an abandonment of those rights.

### **ARTICLE 6 - UNION REPRESENTATION AND RELATIONSHIP**

#### **A6.01**

The Union shall have the right to appoint or otherwise select up to two (2) steward for each shift and location from amongst employees who have completed the probationary period.

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## **A6.02**

The Union acknowledges that the stewards and committee members have regular duties to be performed on behalf of the Employer and that these regular duties involving client care will not be interrupted for Union business. Union Stewards shall be entitled to take a break from their duties during working hours without loss of pay in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances and attendance at meetings with the employer. Permission to take a break from their duties during working hours for such purposes shall first be obtained from the direct manager. Such permission shall not be unreasonably withheld.

## **A6.03 Representation**

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper written authorization from the union. In order that this may be carried out, the union will supply the employer with the names of its officers. Similarly, the employer shall supply the union with a list of its supervisory or other personnel with whom the union may be required to transact business.

## **A6.04 Bargaining Committee**

The Employer will recognize a Bargaining Committee consisting of not more than four (4) bargaining unit employees appointed or elected by the Union. If the president of the local is a member of the bargaining unit, they will not be counted towards the limit of four (4) members. The bargaining committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

## **A6.05**

The Union agrees that except as provided in this Collective Agreement, there will be no Union activity during working time on the premises of the Employer and other Employer job sites except by written agreement with the Employer.

## **A6.06 Labour Management Meetings**

- a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee level, a meeting may be requested by either party to meet.
  
- b) The Union may select up to three (3) employees to participate in this meeting as part of the Labour Management Committee in addition to the President of the Local and/or the National Staff Representative. Management shall be entitled to up to an equal number of representatives. Employees shall not suffer any loss of pay for time spent attending Labour Management meetings.

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- c) Meetings will take place at mutually satisfactory time and place.
- d) An agenda for the meeting will be circulated at least 48 hours in advance. The agenda will not include matters that are properly the subject of grievances or negotiations for the amendment of this agreement.
- e) The Committee shall have the authority to bring forward recommendations to the Union and/or the Employer.
- f) Labour Management Committee Meetings will normally take place at least quarterly.
- g) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- h) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

### **A6.07**

The union shall be permitted to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. With prior notice and approval, authorized representatives of the Union shall have access to the employer's premises as reasonable in the circumstances, in order to deal with any matters arising out of this Collective Agreement. Such approval shall not be unreasonably denied.

## **ARTICLE 7 - NO STRIKE OR LOCKOUT**

### **A7.01**

The Employer agrees that there shall be no lockout of its employees during the life of this Collective Agreement, and the Union agrees that there shall be no strike during the life of this Collective Agreement.

### **A7.02**

The words "strike" and "lockout" shall have the meaning given to those words by the *Labour Relations Act*.

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## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **A8.01 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union Stewards. The Steward may assist any employee that the Steward represents in preparing and processing their grievance in accordance with the grievance procedure.

### **A8.02**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement that has been submitted in writing.

### **A8.03**

A written grievance shall state the reason for the grievance and shall contain the name of the grievor, their signature or the signature of a Union representative on their behalf, the specific article(s) of the Collective Agreement alleged to have been violated, the corrective measures suggested as a remedy, and the date of presentation of the grievance.

### **A8.04 *Settling of a Grievance***

It is the mutual desire of the Parties that grievances of employees shall be addressed as quickly as possible. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### **A8.05(a) *Step One Complaint Stage (Informal)***

Before a complaint is reduced to a written grievance, any employee who has a complaint will, discuss the matter with their Direct-Manager, the-Program Manager\_or the Human Resources Manager\_within ten (10) calendar days of event giving rise to the complaint or from the time the employee should reasonably become aware of the event giving rise to the complaint. The manager shall provide an answer within ten (10) calendar days thereafter. The employee shall be entitled to have a Steward present for the discussion if they so choose.

#### **A8.05(b) *Step Two***

A complaint not settled through the informal stage above may be submitted by the Steward, to the Human Resources Manager in writing within ten (10) calendar days of the response from Step 1. The Human Resource Manager or designate may meet with the Employee and the Steward to discuss the grievance. The Human Resources Manager or designate shall respond, in writing, to the employee not within 10 calendar days of the meeting or within ten (10) calendar days of receipt of the grievance if no meeting is held.

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## **A8.05(c) Step Three**

Failing settlement being reached in Step Two, the Union steward or their designate may refer the grievance to the Executive Director or designate within ten (10) calendar days of receipt of the written decision from Step Two.

The Executive Director or their designate will meet with the employee(s) and the Steward to discuss the grievance at a mutually agreed to date and time normally within ten (10) calendar days of receipt of the grievance at Step Three. The meeting may be attended by the Executive Director, their designate, the Grievor, the Union Steward, a Representative of the Union.

The Executive Director, or their designate, will provide the Union steward with a written reply to the grievance within ten (10) calendar days of such meeting.

## **A8.06 Policy Grievance**

Any difference arising directly between the Employer and the Union may be presented by either party as a Policy Grievance if submitted within fifteen (15) calendar days after the subject matter of the grievance occurred or becomes known to the grieving party. Such a Policy Grievance shall commence at Step Three of the Grievance Process.

## **A8.07 Group Grievance**

A group grievance shall be defined as one which affects more than one employee with respect to whom the issues and facts are substantially the same. A Group grievance shall commence at Step Two and shall specify the names and signatures of the employees on whose behalf the grievance is brought.

## **A8.08 Grievance on Suspension or Discharge**

A grievance to protest a suspension or discharge will be filed within ten (10) days of discipline being issued, and will begin at Step Three.

## **A8.09 Deviation from Grievance Procedure**

After a written grievance has been initiated by the union, the employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the union.

## **A8.10 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) days after the dates of the reply at Step 3.

## **ARTICLE 9 – ARBITRATION**

### **A9.01 Referral to Arbitration**

Failing settlement under Step Three of the Grievance procedure, the grievance may be referred to Arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within thirty (30) days of the response at Step 3. The party referring the grievance to arbitration shall propose 3 arbitrators to hear the grievance. Within ten (10) calendar days, the other party must either agree

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to one of the proposed arbitrators, or propose an alternate list of 3 arbitrators. If, after each party has proposed twice and no arbitrator has been agreed upon, either party may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance unless the parties agree otherwise.

### ***A9.02 Powers of the Arbitrator***

The Arbitrator shall hear and determine the grievance and issue a written decision. The Arbitrator's decision shall be final and binding between the Parties and upon any other employee(s) affected by it. It is agreed and understood that the Arbitrator shall have no authority to alter, modify or annul any part of this Agreement.

### ***A9.03 Time limits***

The parties may agree to extend or waive any time limits prescribed in this Article. However, any such agreement shall be expressed in writing and acknowledged by the parties.

### ***A9.04***

Each of the Parties will bear its own expense with respect to arbitration proceedings. The Parties will bear jointly the expense of the Arbitrator on an equal basis.

## **ARTICLE 10 – DISCHARGE, DISCIPLINE & SPECIFIC PENALTIES**

### ***A10.01***

Copies of written discipline issued will be provided to the Union.

### ***A10.02 Right to Have Steward Present***

An employee has the right to have a steward present at any disciplinary meeting. Where the Employer intends to interview an employee for disciplinary purposes, the employer shall notify the employee in advance of the purpose of the interview. The employer will also notify the employee of their right to have a Union Steward present at the interview, with a copy of notice to the Union.

### ***A10.03 Political Action***

No employee shall be disciplined for participation in any political action(s) called for by the Canadian Labour Congress or its affiliates, provided such action does not interfere with operations or interrupts service.

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## **A10.04 Use of Demotion as Discipline**

Demotion shall not be used as a disciplinary measure.

## **A10.05 Access to Personnel File**

An employee shall have the right to access and review their electronic personnel file within ten (10) days of when the request is made, and shall have the right to respond in writing to any documents contained therein. Such written\_reply shall become part of the permanent record.

## **A10.06**

Copies of written discipline issued will be provided to the Union.

## **A10.07 Sunset Clause**

- a) All written discipline forming part of an employee's record will not be applied to progressive discipline provided they have received no further discipline for a period of twelve (12) consecutive months from the date of the discipline. Such warning shall be removed from the employee's file.
  
- b) Any absence in excess of twenty one (21) calendar days shall not be calculated toward the reduction of said period as described above.
  
- c) It is understood that 9.03 (a) & (b) will not apply to discipline related to Harassment/Discrimination/Violence in the Workplace violations.

## **A10.08**

If the Employer receives an informal complaint regarding an employee's performance or conduct that it believes is (or may become) a matter for discipline, the employer shall notify the employee within ten (10) working days of becoming aware of the complaint. If the employee responds to such complaint, accusation or expression of dissatisfaction in writing, the response shall be included as part of their record.

## **ARTICLE 11 - SENIORITY**

### **A11.01 Recognition of Seniority**

Both parties recognize the principle of promotion within the service of the employer and that job opportunities should increase in proportion to length of service.

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## **A11.02 Probationary Employees**

Newly hired full-time employees will be on probation for a period of four hundred and eighty (480) hours worked. Newly hired part-time and relief employees will be on probation for a period of two hundred and sixty (260) hours worked. All hours worked during probation will be credited towards seniority after the successful completion of the probationary period. A probationary employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. The termination of employment of a probationary employee will not be the subject of a grievance unless the termination was arbitrary, discriminatory or in bad faith. Probationary employees do not have seniority rights during the probationary period.

## **A11.03**

Seniority is defined as the length of service in the bargaining unit. For Full-time employees, seniority will be based on an assigned seniority date.

For Part-time and Relief employees, seniority shall be on the basis of hours worked. Hours worked will be the total hours worked with the Employer, calculated from their last date of hire and shall include hours worked with the Employer prior to certification or recognition of the Union.

For full time employee hired into full time positions, their seniority date will be date of hire and service hours will be credited at 40 hours per week following completion of probation.

Probation hours worked will be included as a starting service hours balance once the employee has passed probation and is added to the seniority list.

2080 hours shall be equivalent to one year of service. No employee may accrue more than one year of service, in one calendar year.

For Part-time and Relief employees, seniority shall be on the basis of total hours worked.

To allow for the comparison of service of full time and part time employees, full time employee service will also be expressed in total hours calculated using 2080 hours per year, pro-rated for partial years.

When a part-time or relief employees accepts a full-time position, their hourly seniority will be credited to them as a starting balance that will be used to generate a seniority date based on 2080 hours per year, pro-rated for partial years.

When a full-time employees accepts a part time or relief position they will be credited with their full time service to date calculated at 2080 hours per year, pro-rated for partial years.

In the event a full-time employee takes an approved non-protected Leave of Absence greater than two (2) months, seniority will not be accrued during their absence and their seniority date will be recalculated on their return.

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### **A11.04**

Seniority of an employee shall only be credited upon the completion of a probationary period in Article 11.02 of this Collective Agreement. Until an employee attains seniority status as herein provided, their name shall not appear on any seniority list.

### **A11.05**

Seniority shall be considered broken and employment of an employee shall be deemed terminated, their employment will end without any bumping or displacement rights, they will have no recall rights, and their name will be permanently removed from the seniority list, if the employee:

- a) quits or retires;
- b) Is discharged and not reinstated;
- c) Is laid off for a period of more than twelve (12) months;
- d) fails to notify the Employer of the employee's intention to return to work within three (3) calendar days of being notified of recall from layoff, or fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. An employee will be deemed to be notified of recall on the day following the receipt of the registered mail;
- e) is absent from work without advance permission for four (4) consecutive working days and fails to provide an explanation which is, in the Employer's opinion, satisfactory;
- f) fails to return to work within five (5) calendar days after the Employer has been notified by a doctor, insurer or the Workplace Safety and Insurance Board that the employee is able to return to regular work or modified work;
- g) is absent due to illness or disability for which Workplace Safety and Insurance Benefits are received which absence continues for twenty-four (24) calendar months from date of original injury; and there is no reasonable likelihood the Employee will return to work

### **A11.06 *Transfers and Seniority Outside the Bargaining Unit***

No employee shall be transferred to a position outside the bargaining unit without her written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the

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seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

## **A11.07**

Within thirty (30) calendar days of ratification and in January and July of each year thereafter, the seniority list, including the employees' seniority, classification and employment status (full-time or part-time and relief), calculated years of service, total hours worked for part time employees and seniority date and total service hours for full time employees shall be posted on the main bulletin board. A copy of the seniority list(s) will be provided to the Union Steward at the time of posting.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs.

For promotions and layoffs, seniority will be calculated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified to a different bargaining unit position.

## **ARTICLE 12: JOB POSTING**

### **A12.01(a)**

When a vacancy occurs or a new position is created within the bargaining unit that the Employer wishes to fill, the Employer agrees to post the vacancy electronically for a period of ten (10) calendar days so that interested employees can apply. Entry level vacancies may be posted internally and externally at the same time. If there are no qualified internal applicants for non-entry level positions within five (5) days of posting, the position may be posted externally.

The Employer shall give first consideration to bargaining unit employees in filling the vacancies, provided that the employer shall be free to fill vacancy at its discretion should there be no qualified applicants from the bargaining unit pursuant to the provisions of this Article.

### **A12.01(b)**

A permanent vacancy shall be defined as a permanent opening in the bargaining unit where the number of employees required by the Employer exceeds the existing full-time and/or part-time compliment of employees.

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## **A12.01(C)**

The Employer agrees to provide the Steward with a copy of each job posting. The parties agree that Administrative oversight in this regard does not void the job posting.

## **A12.01(d)**

The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time the appointment is made; to a maximum of three (3) months and no grievance may be filed concerning such temporary arrangements. The Employer will endeavour to use internal employees before going to an external agency.

## **A12.02 Information in Postings**

The job posting notice shall contain the following information: position, qualifications, hours of work, shift, wage, job description, work location(s).

## **A12.03 Temporary Job Postings**

A vacancy, which occurs for more than six (6) weeks, will be posted stating that the position is temporary and shall indicate the estimated duration of the temporary job. In any event, the temporary job shall not exceed sixty three (63) weeks. Upon termination of a temporary job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked.

## **A12.04 Successful Applicant**

The successful applicant for a permanent or temporary full-time vacancy will fill the vacancy within fourteen (14) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the employer.

## **A12.05 Methods of Making Appointments**

Job vacancies will be filled with the most senior applicant qualified to meet the normal requirements of the job.

## **A12.06**

The Employer will determine the rates and classifications of all new jobs in a manner consistent with Schedule "A" of this Agreement. The Employer agrees to discuss with the Union the rates of pay for any new jobs being considered during the life of the Agreement.

When the employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the employer agrees to meet with the union, if requested, to permit the union to make representation with respect to the appropriate rate of pay.

## **A12.07**

The successful applicant shall be granted a trial for a period of ten (10) working days. If the employee finds themselves unable to perform the duties of the new job classification during this trial period, upon their request, they shall be returned to their former position and wage or salary

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without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and wage or salary without loss of seniority. Any unsuccessful applicants for the original posting will then be considered in accordance with this Article.

## **A12.08 Union Notification**

The union shall be notified of the successful applicant for all job postings resulting in promotions, and of any terminations of employment.

## **A12.09 Posting while on Vacation or Leave**

Employees shall have electronic access to all postings while on vacation, leave of absence or recall.

## **ARTICLE 13: LAYOFF & RECALL PROCEDURES**

### **A13.01**

Subject to the Employer's right to maintain a competent workforce, in situations where a reduction of the workforce is necessary, provided the employees who remain have the qualification to perform the work required without training, employees shall be laid off within their classification and shift in the reverse order of their seniority.

### **A13.02**

A laid off employee may:

- a) Accept the layoff and be placed on the recall list; or
- b) Displace the most junior employee in the same or lower classification in any shift group or location provided that they have the seniority, possess the necessary skills and qualifications, and are capable of performing the duties for such work. An employee so displaced shall be deemed to have been laid off.
- c) An employee who accepts layoff will be given the option of priority placement on the relief list.

### **A13.03 Recall Procedure**

If the employer reinstates positions from which employees had been laid off, the laid off employees will be recalled to those positions in order of seniority prior to any jobs being posted. Recall rights extend to the classification and shift that laid off employees occupied at the time of their layoff. Otherwise, laid off employees have the right to be notified of, and to apply for any vacancies arising outside of their former shift and classification, and to be considered on the basis of their seniority.

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## **A13.04**

An employee, other than a probationary employee, who is laid off shall be eligible for recall in accordance with the provisions of Article 13.03 for a period of twelve (12) months.

## **A13.05 *Temporary Vacancies***

The Employer shall not be obliged to apply the seniority provisions of this Article in any increase in the work force and recall from layoff reasonably anticipated by the Employer to last for a period of thirteen (13) weeks or less. Employees shall not be required to accept a recall for a temporary position with a duration of less than 26 weeks.

## **A13.06 *Advance Notice of Lay-Off***

The employer shall give the union and employees who are to be laid off as much advance notice as possible and wherever possible thirty (30) calendar days prior to the effective day of layoff and in no case less than the minimum as per the *Employment Standards Act, 2000*.

## **A13.07**

The provisions of A13.01, 13.02 and 13.04 shall not apply if no work is available due to fire, flood, emergencies, power failure, or similar conditions beyond the control of the Employer and where the period of layoff is less than four (4) weeks.

## **A13.08 *Grievance on Lay-Offs and Recalls***

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 14 - HEALTH AND SAFETY**

### **A14.01**

The Parties agree to conform to all of the provisions of Ontario's *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1.

### **A14.02 *Co-operation on Safety***

The Union and the Employer shall co-operate in promoting an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety. The employer will establish rules and practices with respect to health and safety in consultation with the Health and Safety Representative(s) or Joint Health and Safety Committee, as applicable and as required by law.

### **A14.03**

Where the Employer deems it necessary, or where required by applicable legislation and regulation, employees must use all applicable protective devices and safety equipment in an effort to protect their health and safety. The Employees shall be responsible for the proper and safe use of protective equipment, and the Employer shall be responsible for providing appropriate training in this regard.

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## **A14.04 Right to Refuse and No Disciplinary Action**

No employee shall be discharged, penalized or disciplined for refusing to work on an assigned task or in a workplace or to operate any equipment where they believe that it would be unsafe for themselves, a client, a coworker, or member of the public, or where it would be contrary to the applicable Federal, Provincial or Municipal Health and Safety Legislation or Regulations. In accordance with the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1., there shall be no loss of pay or seniority during the period of refusal.

## **A14.05 Health & Safety Committee**

The parties agree to abide by the Occupational Health and Safety Act and its regulations, including but not limited to maintaining a Health and Safety Representative or Joint Health and Safety Committee, as required. The employer and the union agree that they mutually desire to maintain standards of safety and health to prevent injury and illness.

The employer agrees to take all precautions reasonable in the circumstances for the protection of employees. The union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **A14.06**

An Employee Joint Health & Safety representative shall have the right to participate in the monitoring of the work place for potential health and safety problems and to accompany government inspectors on inspection tours.

## **A14.07 Health & Safety Grievance**

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the Grievance Procedure and the Complaint Step of the Grievance Procedure may be by-passed.

## **ARTICLE 15 – POSITIVE WORKPLACE COOPERATION**

### **A15.01**

The Employer and Union agree to observe the provisions of the Ontario Human Rights Code and cooperate with each other to establish and maintain a positive work environment.

### **A15.02 No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

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## **A15.03 No Interference**

The employer and the union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the union or activity or lack of activity on behalf of the union or by reason of exercising her rights under the collective agreement.

## **ARTICLE 16 - HOURS OF WORK**

### **A16.01**

The Parties recognize that it is necessary for the Employer to maintain flexibility in hours of work and overtime to meet the demands of the community and its clients. The Centre is generally open for operations on a 24/7 basis and the hours of program coverage may be adjusted to meet client needs and service requirements. Individual start and finish times will be specified by the Employer.

The Employer will endeavor to post the regular work schedule as soon as practicable and in advance of the week in which Employees are required to work.

Where operationally feasible, an employee will be provided two weeks' notice of a change to their individual start and finish times or days of work.

### **A16.02**

The following is intended to define the normal hours of work but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- a) The normal workday is eight (8) hours of work, inclusive of a 30-minute paid meal/rest break.
- b) The normal work week for full-time employees is forty (40) hours per week
- c) The employer will consult with the Union at least four (4) weeks prior to implementing any change to the existing team schedules that affects more than two (2) employees or that modifies start and end times by more than 60 minutes. Where the employer implements changed start and end times to some shifts within a team, the changed shifts will be offered to employees impacted within the team on the basis of seniority.

### **A16.03**

- a) The normal work week for full-time employees is forty (40) hours per week
- b) The employer will consult with the Union at least four (4) weeks prior to implementing any change to the existing team schedules that affects more than two (2) employees or that

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modifies start and end times by more than 60 minutes. Where the employer implements changed start and end times to some shifts within a team, the changed shifts will be offered to employees impacted within the team on the basis of seniority.

### **A16.03**

The Employer shall post the shift schedule two weeks in advance and it will be the responsibility of all employees to review the posted shift schedule.

### **A16.04**

The Parties agree that the Employer shall have the right to average the weekly hours of work of employees over two (2) separate and non-overlapping weeks to determine whether employees are eligible to receive overtime pay. The Employer shall provide employees overtime pay at a rate of one-and-a-half (1½) times their normal hourly rate only for those hours worked in excess of eighty-eight (88) over a period of two (2) separate and non-overlapping weeks.

### **A16.05**

The Union agrees to execute any necessary documentation to maintain and keep current the approvals from the Ministry of Labour under the *Employment Standards Act, 2000, S.O. 2000, c. 41* in order to give effect to the agreements to work excess weekly hours up to sixty (60) per week and to average hours of work over two (2) separate, non-overlapping weeks for determining whether employees are eligible for overtime pay.

### **A16.06**

For each shift of at least five (5) hours an employee will be entitled to a paid thirty (30) minute meal period. Meal periods and breaks shall be taken during non-sensitive, low-traffic times as established by the employee's immediate supervisor in consideration of operational and service requirements. Employees are not allowed to forego their meal breaks and are not allowed to leave early if they forego their meal breaks, unless approved by their direct manager or designate, in writing. Permission should be requested in advance of the shift where possible.

### **A16.07**

In the event a shift is cancelled without at least 24 hours notice, the employees impacted or who arrive for their scheduled shift and are sent home, shall be paid for the greater of (a) time actually worked; or (b) (3) hours of work at the rate scheduled.

### **A16.08 Shift Exchange**

Employees may exchange shifts with other employees provided they have received approval in writing from their direct manager or designate, at least 48 hours in advance of the shift.

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## **A16.09 Staff Meetings**

The Employer may schedule employees to attend mandatory staff meetings from time to time. Notice of such meetings will be provided and ESA provisions will be followed. Employees not scheduled to work on the day the meeting is held will be given the option of attending via virtual meeting and will be paid for the duration of the meeting attended, provided the employees attending remain on camera during the meeting.

## **A16.10 Filling Shifts**

Prior to issuing the schedule, the employer will canvas the availability of all part-time and relief staff in that classification for all unfilled shifts. A minimum of 48 hours will be provided for employees to indicate interest. Those part time and relief employees who indicate interest in a shift will be scheduled with preference given on the basis of seniority.

For absences that remain unfilled, the employer will canvas the availability of full-time employees, who will be given a minimum of 24 hours to indicate their interest in writing. Eligible employees will be assigned to available shifts on the basis of seniority. It is agreed that full-time employees are not eligible to work more than 88 hours in a biweekly pay period as a result of accepting such shifts.

Once the schedule has been posted, employees may apply, in writing, to work shifts that are still available up to 72 hours prior to the start of the open shift. These shifts will be assigned to eligible employees on a first come, first served basis.

Where absences arise after the schedule has been issued but more than 24 hours prior to the start of the shift, here the employer will contact relief staff, part-time and full time staff by email and will fill the shift with preference being given to the most senior part time or relief employee that responds to the email within eight (8) hours. Shifts remaining open will be given to eligible full time employees who have responded by the deadline, in order of seniority. It is agreed that employees are not eligible to work more than 88 hours in a biweekly pay period as a result of accepting such shifts.

Where absences arise less than 24 hours prior to the start of the shift, the employer or designate will contact all part-time and relief employees by email, and will fill the shift with the first employee who responds.

For clarity, seniority as it relates to filling shifts will rely on the seniority list published every January and July as per Article 11.

## **A16.11**

The Employer may require employees to provide a satisfactory medical certificate for an absence of three (3) shifts or more. If there is a cost for such certificate, the employer will reimburse the employee upon presentation of receipt.

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## ARTICLE 17- VACATION AND VACATION PAY (MONETARY)

### A17.01

Deadlines for submitting vacation requests shall be as follows:

- For vacations commencing in July to December, vacations requests must be made no later than April 1st. The vacation schedule for this period will be posted no later than May 1st.
- For vacations commencing in January to June, vacations requests must be made no later than October 1st. The vacation schedule for this period will be posted no later than November 1st.

Vacation requests will be granted in accordance with seniority. Vacation requests will not be unreasonably denied.

Approved vacation shall not be changed unless mutually agreed to by the employee and the employer.

### **A17.02 Hourly Vacation Pay Entitlement**

Employees shall be entitled to vacation pay based on the length of completed continuous years of service as of December 31<sup>st</sup> in the prior year. Vacation pay shall be paid on each pay period and shall be clearly shown on the pay stub as a percentage of gross earnings (regular earnings, overtime pay, public holiday pay, termination pay, pay during a paid leave excluding vacation), as follows.

#### **A17.02(a)**

Employees with less than (1) year of service with the Employer as of December 31<sup>st</sup> in any year shall receive vacation pay in accordance with the Employment Standards Act, 2000;

#### **A17.02(b)**

Employees with one (1) year of continuous service and less than five (5) years' continuous service as of December 31<sup>st</sup> in any year shall receive a vacation of two (2) calendar weeks during such year and shall receive as vacation pay an amount equivalent to four percent (4%) of their earnings in accordance with the Employment Standards Act, 2000;

#### **A17.02(c)**

Employees with five (5) years of continuous service or more as of December 31<sup>st</sup> in any year shall receive vacation time of three (3) calendar weeks during each calendar year and shall receive as vacation pay an amount equivalent to six percent (6%) of their earnings in accordance with the Employment Standards Act, 2000;

### **A17.03(a) Vacation Time Entitlement – Full Time Hourly Employees**

Full time employees shall be entitled to five (5) pre-paid vacation days per every 2% vacation pay entitlement.

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## **A17.03(b) Vacation Time Entitlement – Part Time Hourly Employees**

Part time employees shall be entitled to two (2) pre-paid-vacation days per every 2% vacation entitlement.

## **A17.04 Bereavement during vacation**

- a) Bereavement leave may be substituted for vacation where it can be established to the satisfaction of the employer by the employee that the employee is eligible for bereavement leave.
- b) It is understood that the employer will reschedule vacation for an employee whose vacation would be interrupted in the event of a death where bereavement leave could be granted.

## **A17.05**

Every effort will be made to accommodate vacation requests for vacation in an unbroken period.

## **ARTICLE 18: LEAVES OF ABSENCE**

### **A18.01**

At the Employer's sole discretion, it may grant or refuse a request for a leave of absence without pay for personal reasons for up to three (3) months on condition that:

- a) The employee making the request has completed twelve months of service
- b) The employee making the request must indicate the date of departure, the date of return and the reason for the request. It is expressly agreed that no request will be made for or granted for an employee to take vacation which has previously been denied.
- c) The request is received in writing at least thirty (30) days prior to the requested commencement of such leave; unless impossible;
- d) already taken a personal leave of absence within the; previous 12 months
- e) The leave does not interfere with the operational needs of the Employer,

### **A18.02**

Leave of Absence with pay of up to at total of 100 hours per year may be granted for union business, training and functions. It is agreed that no more than three (3) members will be granted Union Leave at the same time as long as they work on different shifts. The union shall reimburse the Employer for the full cost of this leave. At least 2 weeks notice will be given in

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advance of the leave being taken. In the event the union is in arrears with any other payment due to the Employer, approval for this leave may be delayed pending resolution of the outstanding amount owed.

### **A18.03 Leave for Full Time Union Duties**

An employee who is elected or selected for a full-time position with the union shall be granted leave of absence without pay and without loss of seniority. This leave would be limited to one employee at a time.

### **A18.04 Pregnancy Leave**

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

- a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act, 2000*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the employer at least two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible. Upon request, they will provide the employer with a certificate of a medical practitioner stating the estimated date upon which delivery will occur.

- (ii) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the employer four (4) weeks' notice of their intention to do so.

Additional leave of absence may be taken under A18.04(d) Parental Leave.

- b) An employee who intends to resume their employment on the expiration of the leave of absence granted to her under this article shall so advise the employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions if those positions still exist, when the employee on

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pregnancy leave returns. If those positions do not exist, the employee will be allowed to bump as per (Layoff Article 13).

- c) When the employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of the layoff and recall language in this agreement.
- d) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- e) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the employer at least four (4) weeks' notice, in writing, that they intend to take parental leave.

### **A18.05 Family Medical Leave**

Employees shall be granted a leave of twenty-eight (28) weeks to care for a seriously ill family member in accordance with the entitlement set out in the *Employment Standards Act, 2000*. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective Agreement.

The employee may request an extension to the leave of up to 12 additional weeks in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. -During an extended leave the employee shall continue to accrue all benefits and seniority.

### **A18.06 Parental Leave**

An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of

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the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if the employee did not.

- d) An employee not on pregnancy leave requesting parental leave, shall give the employer eight (8) two (2) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the employer at least four (4) weeks written notice of the day.

The employer will continue to pay its share of the contributions of the subsidized employee benefits in which the employee is participating for a period of up to sixty-one (61) or sixty-three (63) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) or sixty-three (63) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

### **A18.07 Bereavement Leave**

Full-time employees are entitled to up to three (3) working days leave with pay, upon the death of a child, step-child or foster child of the employee or the employee's spouse.

Full time employees are entitled to up to three (3) working days leave with pay to a maximum of 6 days per year, upon the death of any other immediate family member and shall be granted one (1) working day's leave without pay for the death of a secondary family member for the purpose of making the funeral or memorial service arrangements or attending the funeral or memorial service. Such leave shall not extend beyond the date of the funeral or memorial service.

Other immediate family member shall be defined to include the following individuals;

- A parent, step-parent or foster parent of the employee or the employee's spouse.
- A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
- The spouse of a child of the employee.
- The employee's sibling.
- Any other relative for whom employees are entitled to bereavement leave under the *Employment Standards Act, 2000*.

Secondary family member shall be defined to include: brother-in-law, sister-in-law, aunt, uncle, cousin, niece, or nephew.

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Any employee shall have the right in the case of death of an immediate family member to use any accumulated lieu time and/or vacation time to a maximum of three additional weeks, at the employee's option. Employees must notify their supervisor of their intention and the supervisor will not unreasonably withhold permission.

The employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Additional time off without pay will be made available on a case per case basis and will not be unreasonably denied.

## **ARTICLE 19- HEALTH & WELFARE**

### **A19.01**

All post probation, hourly employees will be entitled to participate in the Health Care Spending Account program established by the Employer and administered by a third party.

### **A19.02**

Participating employees will be credited with \$100 per completed month of service.

### **A19.03**

Any unspent amounts will carry forward to the following year. Unspent amounts that are carried forward may not be carried forward a second time (i.e. to a third year).

### **A19.04**

The HCSA will cover all items that are recognized by the CRA for the purpose of deduction as medical expenses. Claims will be arbitrated by the plan administrator in compliance with the Canada Revenue Agency guidelines for the operation of a Health Care Spending Account.

### **A19.05**

All post probation salaried union members will be eligible to participate in the salaried benefit plan available to all salaried employees. The salaried benefit plan may change from time to time at the sole discretion of the Employer. Employees and the Union will receive notice of plan and/or plan provider changes.

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## ARTICLE 20 - HOLIDAYS & HOLIDAY PAY

### A20.01(a)

The following days shall be recognized as paid holidays and shall be paid as per the *Employment Standards Act, 2000*:

1. New Year's Day
2. Family Day (third Monday in February)
3. Good Friday
4. Victoria Day
5. Canada Day
6. Civic Holiday
7. Labour Day
8. Thanksgiving Day
9. Christmas Day (December 25)
10. Boxing Day (December 26).

And any other day declared to be a holiday by the Provincial government.

### A20.01 (b)

Qualifying for holiday pay as listed above shall be in accordance with the *Employment Standards Act, 2000*.

### A20.02(c)

Employees who are required to work on any of the above-named holidays will receive one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday in addition to pay for the holiday.

### A20.02(d)

Where a Public Holiday falls on a weekend, such that another day is declared the public holiday, article 21.02(a) applies to the actual day of the holiday, i.e. the Saturday or Sunday."

## ARTICLE 21 - WAGES

### A21.01

The employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

### A21.02

Where there are additional lump sum payments available, the Employer will make best efforts to minimize source deductions.

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## **A21.03 Pay on Transfer, Lower Rated Job**

When employees are is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.

## **A21.04 Premiums**

**SUPERVISOR PREMIUM** - \$2.00 per hour when assigned as shift supervisor

**NIGHT SHIFT PREMIUM** - \$1.00 per hour when assigned to night shift

For clarity – the night shift premium applies to employees assigned to and working the night shift, between 11:00 pm to 7:30 am. As per current practice, it would not apply to afternoon shift employees working late or day shift employees coming in early.

## **ARTICLE 22 GENERAL**

### **A22.01**

The employer agrees to provide the employees a space-for-breaks and-lockable storage space for personal belongings.

### **A22.02**

The Employer shall provide a bulletin board for the use of the Union for posting Union notices and official papers.

### **A22.03**

On termination of employment for any reason other than for cause, the employer shall provide a letter of confirmation of employment on request for employees who have completed their probationary period.

### **A22.04**

The Employer will maintain up to date Job Descriptions for all positions, and the union will be provided with copies of all Job Descriptions.

### **A22.05**

An employee who is unable to report for duty on their scheduled shift shall notify the employer of this fact 24 hours or as far possible in advance of the commencement of their scheduled shift.

### **A22.06 Paid Sick Days:**

- a) Full time employees are entitled to eight (8) paid sick days per year
- b) Part Time Employees are entitled to three (3) paid sick days per year

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## **ARTICLE 23 - TERM**

### **A23.01**

This Agreement shall remain in force and effect from **February 21, 2023**, until **December 31, 2023** and from year to year thereafter unless either party gives notice of its intent to negotiate changes to the agreement within 90 days of its expiry.

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### APPENDIX A: WAGE GRID

HOURLY JOBS	RATE	Supervisor Premium	INCREASE	NEW RATE	COMMENT
Maintenance Worker	\$ 20.00		\$1.50	\$ 21.50	
Respite- Kitchen Staff	\$20.00		\$1.50	\$ 21.50	
Respite Program Support Staff	\$21.00		\$1.50	\$ 22.50	
<b><u>Supervisor/Team Lead - Respite Program Support Staff (with premium)</u></b>	\$21.00	<b><u>\$2.00</u></b>	\$1.50	\$ 22.50 <b><u>(\$ 24.50*</u></b> <b><i>*including premium)</i></b>	<i>The premium applies when employees are assigned to supervise the shift as Team Lead. As per current practice, the supervisors' title on the seniority list will not be affected if they perform a dual role.(e.g. Supervisor/Team Lead on 3 of 5 shifts)</i>

SALARIED JOBS CURRENT	RATE	Hourly Rate	INCREASE	NEW RATE	COMMENT
Caseworker - Social Support	\$47,840.00	\$23.00	\$1.50	\$ 50,960.00	
Facilitator - Community Meal Drop In	\$47,840.00	\$23.00	\$ -	\$ 47,840.00	Increase recently given (November?)
Caseworker - Health Services (contract)	\$47,840.00	\$ 23.00	\$ -	<b><u>TBC</u></b>	To be confirmed. Target rate = Caseworker rate – but depended on separate funding program
Caseworker - Transitional Housing	\$47,840.00	\$23.00	\$ -	TBC	To be confirmed. Target rate = Caseworker rate – but depended on separate funding program
Caseworker - Employment & Education	\$47,840.00	\$23.00	\$-	TBC	To be confirmed. Target rate = Caseworker rate – but depended on separate funding program

# Collective Agreement

## APPENDIX b – LETTERS OF UNDERSTANDING

### LETTER OF UNDERSTANDING #1

Between  
St Felix Centre  
(hereinafter called the "Employer")  
-and-  
Canadian Union of Public Employees, Local 7797  
(herein after called "the Union")

*Effective from Date of Ratification to December 31, 2023*

#### Re: Wage Re-opener

All increases will be retroactive to January 1<sup>st</sup> following budget approval by the City of Toronto (the City) each year. The Employer agrees to include the negotiated wages and benefits in its budget proposal to the City each year. In the event the City declines the funding proposal put forward by the Employer for the payment of wages and benefits, the parties agree to a wage re-opener to negotiate and agree to the distribution of the available funds for wages and benefits.

In the event of a wage re-opener, the Employer will provide the Union with information on both the wages and benefits proposed and the actual funding approved for wages and benefits.

Increases and payment of retroactive wages will be implemented within three (3) weeks of receipt of the funds.

Signed on this \_\_\_ day of January, 2023

For the Union

For the Employer

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*[Handwritten Signature]*  
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# Collective Agreement

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## LETTER OF UNDERSTANDING #2

Between  
St Felix Centre  
(hereinafter called the "Employer")

-and-

Canadian Union of Public Employees, Local 7797  
(herein after called "the Union")

Effective from Date of Ratification to December 31, 2023

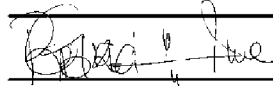
### Re: Lump Sum Funding

The parties agree that the one-time payments of a signing bonus and the starting Health Care Account balance of \$200 for eligible employees will require approval from the City of Toronto. The Employer will request permission to assign funds contained in the Employer's Declared Underspend submission from 2022 to fund these payments. In the event permission is denied, the parties agree to meet and agree to alternate allocation of funds actually approved.

Signed on this \_\_\_ day of January, 2023

For the Union

For the Employer

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# Collective Agreement

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## LETTER OF UNDERSTANDING #3

Between  
St Felix Centre  
(hereinafter called the "Employer")

-and-

Canadian Union of Public Employees, Local 7797  
(herein after called "the Union")

*Effective from Date of Ratification*

### **Re: Salaried Employees Paid Time Off**

The parties agree that all salaried union members may receive additional consideration with respect to paid time off and will be eligible for coverage under the paid time off policies available to all salaried employees. These policies may be subject to change at the Employer's sole discretion, but at no time will the total of paid time off available to Salaried Union members be less than that provided in the Collective Agreement.

Signed on this \_\_\_ day of January, 2023

For the Union

For the Employer

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*[Handwritten Signature]*  
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# Collective Agreement

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## LETTER OF UNDERSTANDING #4

Between

St Felix Centre

(hereinafter called the "Employer")

-and-

Canadian Union of Public Employees, Local 7797

(herein after called "the Union")

Effective from Date of Ratification

### Re: Salaried Employees Benefits

The parties agree that all salaried union members will continue to participate in the salaried benefit plan available to all salaried employees. The salaried benefit plan may change from time to time at the sole discretion of the Employer. Employees and the Union will receive notice of plan and/or plan provider changes.

Signed on this \_\_\_ day of January, 2023

For the Union

For the Employer

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*[Handwritten Signature]*  
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# Collective Agreement

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## LETTER OF UNDERSTANDING #5

Between  
St Felix Centre  
(hereinafter called the "Employer")

-and-

Canadian Union of Public Employees, Local 7797  
(herein after called "the Union")

Effective from Date of Ratification to December 31, 2023

### Re: Union Leave

For 2023, the Employer agrees to grant additional union leave in addition to that contained in Article 19.02/3. of up to 30 hours, to a total of 130 hours for the year.

Signed on this \_\_\_ day of January, 2023

For the Union

For the Employer

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*Brenda J. Lee*  
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# Collective Agreement

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## LETTER OF UNDERSTANDING #6

Between  
St Felix Centre  
(hereinafter called the "Employer")

-and-  
Canadian Union of Public Employees, Local 7797  
(herein after called "the Union")

Effective from Date of Ratification to December 31, 2023

### Re: Health Care Spending Account

The Employer will establish a health care spending account (HCSA), to be administered by a third party, for all full-time post probation, hourly employees, within 30 days of ratification of this Agreement.

On its establishment, the HCSA will accept claims for eligible expenses incurred on or after January 1<sup>st</sup>, 2023.

An opening balance of \$200 will be made available in the HCSAs, for post probationary employees employed on the date of ratification, within 2 weeks of receipt of approval from the City to use funds from the Employers Declared Underspend submission from 2022 for this purpose. In addition, the HCSAs will be credited with \$100 per completed month from February 1 up to the date the funds are released and by \$100 at the start of each subsequent month there after.

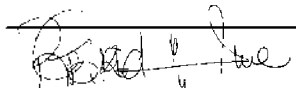
Any unspent amounts will carry forward to the following year. Unspent amounts that are carried forward may not be carried forward a second time (i.e. to a third year).

The HCSA will cover all items that are recognized by the CRA for the purpose of deduction as medical expenses. Claims will be arbitrated by the plan administrator in compliance with the Canada Revenue Agency guidelines for the operation of a Health Care Spending Account.

Signed on this \_\_\_ day of January, 2023

For the Union

For the Employer

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