COLLECTIVE AGREEMENT

VILLA COLOMBO TORONTO

(SUPPORTIVE HOUSING UNIT)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5525

APRIL 28, 2022 TO APRIL 30, 2025

cr/cope491

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ARTICLE 1 - PREAMBLE

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

a) To provide and maintain an orderly relationship between them and to settle conditions of employment of the Employer's employees;
b) To recognize the mutual value of joint discussions of matters such as working conditions, employment, services, etc.;
c) To work together to secure the best possible care and health protection for the clients of the supportive housing/assisted living program;
d) To promote the morale and the well-being of the employees in the bargaining unit;
e) To work together to secure the efficient and safe operation of the Supportive Housing/Assisted Living Program.

Now, therefore, the parties agree as follows:

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 This Agreement shall apply to all employees in the bargaining unit, all employees of Villa Colombo Homes for the Aged Inc. in the Supportive Housing Programs in the City of Toronto save and except Coordinators and persons above the rank of Coordinator.

2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

2.03 Persons excluded from the bargaining unit shall not perform duties normally performed by Employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an Employee in the bargaining unit.

2.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives that may conflict with the terms of this Collective Agreement.

2.05 The Employer will not contract out any work of the bargaining unit to the extent that such contracting-out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

2.06 Definitions

a) Employee is any person employed full-time, part-time, or casual by the Employer in one of the positions listed in Schedule A.

b) Students shall mean a person who is enrolled in high school, community college or university on a full-time basis in a relevant course of study. Students are not included in the Bargaining Unit and this Agreement does not apply to Students. The use or training of a Student shall not result in the

layoff or reduction of hours of a regular Employee nor shall a regular Employee who is qualified and able to perform the required work be laid off while a Student is being used or undergoing a placement at the Employer to perform that work.

c) "Union" is the Canadian Union of Public Employees, Local 5525.

d) Regular Full-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule of 75 hours bi-weekly.

e) Regular Part-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works 60 hours bi-weekly or less.

f) Casual Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period, who provides on-going availability to the Employer for such purposes as to relieve regular employees who are absent from work, typically works the weekends and can be utilized to supply vacation coverage.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer:

a) To maintain order, discipline and efficiency, to establish and to revise from time to time, and enforce reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy sent to the Union);
b) To hire, direct, transfer, classify, promote and to discharge or discipline for just cause of its employees;
c) Determine the location of the operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of shifts, job content and decide on the number of employees needed by the Employer at any time.

3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the purpose and terms of the Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Agreement.

ARTICLE 4 - UNION SECURITY

4.01 All persons hired by the Employer will become members of the bargaining unit as per the constitution and bylaws by the pay period immediately following completion of thirty (30) calendar days of employment. The parties hereto mutually agree that any employee of the Employer covered by this Agreement, who is currently a

member of the Union, must, as a condition of employment, remain a member in accordance with the Constitution and By-laws of the Union.

4.02 The Employer shall deduct from the pay of all employees who are covered by this Agreement, on the first pay day of each calendar month, Union dues, initiation fees and assessments in the amount certified by the Union to the Employer to be currently in effect according to the Union Constitution and By-laws and shall remit same prior to the end of the month to the National Secretary-Treasurer of the Union. The dues shall be accompanied by a list of employees from whose wages deductions have been made and indicate their classification and whether they are full-time, part-time or casual.

4.03 At the same time that Income Tax (T-4) slips are made available, the Employer shall supply the Union, without charge, receipts in the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 – REPRESENTATION

5.01 Union Orientation

a) 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 and who will provide them with a copy of the Collective Agreement.

b) 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.

5.02 Employee Contact Information

In July and January, the Employer shall provide the names, job title/classification, home mailing address, work email (as of January 2024) and phone number on file of bargaining unit employees to the Union. The Employer shall provide this in an electronic manner. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, casual).

5.03 Access to Work Site

The Union may request to use the Employer premises for the purpose of Union Meetings. The Employer will designate the space for said meeting There shall be no cost to the Union. Such request shall not be unreasonably denied.

5.04 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.

5.05 Bulletin Boards

The Union shall have the use of one (1) bulletin board on each work site (total two (2) sites) for the purpose of posting notices relating to the Union's business. Such notices must be approved by the Employer prior to their being posted; such approval shall not be unreasonably withheld.

5.06 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

5.07 Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and the designated Local Executive Representative, with a copy to the assigned CUPE National Representative.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 – NO HARASSMENT, DISCRIMINATION OR VIOLENCE IN THE WORKPLACE

7.01 There shall be no discrimination by the Employer, the Union or any employee by reason of race, creed, colour, national origin, sex or marital status, or sexual orientation, or by reason of any employee's membership or non-membership in the Union or because of their activity in the Union.

The Employer, Union and Employees recognize the right of employees to work in an environment free from harassment and discrimination in accordance with the Ontario Human Rights Code.

7.02 Sexual, Racial or Gender Harassment

i) The Union and the Employer recognize the right of employees to work in an environment free from sexual, gender and racial harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial, sexual and gender harassment are serious issues, the Employer agrees; no employee in the bargaining unit shall be penalized in their status as a result of suffering work-related sexual, gender or racial harassment.

ii) Sexual harassment shall be defined as:
   a) Unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
   b) Clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
   c) Clearly expressed or implied threat of reprisal, actual reprisal or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
   d) Sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work.

iii) Gender harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation or gender.

iv) Racial/ethnic harassment shall be defined as:
   a) Offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
   b) Offensive physical gestures or abuse; and/or
   c) Consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
   d) Continued differential treatment in the assignment of duties or responsibilities; and/or
   e) Any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

f) Where an employee believes they have been the victim of sexual, gender or racial harassment they may, lay a complaint which may continue under the Grievance Procedure or request through the Union or the Employer, to discontinue contact with the alleged harasser. Management shall grant such request where after investigating the allegation it considers that such allegation has merit. In addition, they may also wish to pursue the following course of action:

g) Request through the Union that such harassment be discontinued. Where the Union receives such a request, it will notify the Executive Director or designate with a letter, which shall read: "Pursuant to Article 7; the Union requests your presence at a meeting to discuss an alleged violation of Article 7.02. The Executive Director or designate shall convene a meeting with the Union within five (5) working days of receipt of such letter. The purpose of the meeting will be to discuss the evidence adduced and to determine whether it is appropriate for the Employer to request the alleged harasser to discontinue the demeaning comments, gestures, exclusions, differential treatment and/or other actions. The Executive Director or designate shall notify the Union within five (5) working days of the meeting as to what, if any, action has been taken".

7.03 Workplace Violence

Workplace Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of their employment. This includes the application of force, threats with or without weapons, severe verbal abuse, and persistent sexual and racial harassment.

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence and the management of violent situations. The policies and procedures shall be part of the Employer's Health and Safety policy, and written copies shall be provided to each employee.

ARTICLE 8 – HEALTH AND SAFETY

8.01 Responsibilities

a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness in accordance with the Occupational Health and Safety Act.

b) The Union recognizes its responsibility to enlist the cooperation and participation of its membership in the observation of all safety rules and practices.

8.02 Health and Safety Committee

a) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee two (2) CUPE representatives. The employee representatives shall be selected or appointed by the Union.

b) The Employer will provide appropriate training and development for Joint Health and Safety Committee members including the certification of one (1) bargaining unit Committee member.

c) Meetings shall be held in accordance with the Terms of Reference of the Joint Health & Safety Committee or more frequently at the call of the chairs if required. The Terms of Reference will be updated to reflect the addition of this Union.

d) A member of the Joint Health and Safety Committee shall be compensated for her time while attending meetings or conducting business as assigned by the Joint Health and Safety Committee. This includes Joint Health and Safety Committee meeting preparation time of one (1) hour, or as designated in the Occupational Health and Safety Act, as amended from time to time. Time spent shall be at regular or premium rates as may apply.

e) The Employer agrees to provide necessary information to enable the Committee to fulfill its functions.

f) An inspection of the workplace shall occur on a regular basis in accordance with the Occupational Health and Safety Act or as often as deemed necessary by the Committee.

g) When incidents involving aggressive client action occur, such action will be recorded and submitted to the Joint Health and Safety Committee.

h) Health and safety issues and concerns for Villa Colombo Supportive Housing will be a standing agenda item.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representation

No individual Employee or group of Employees will 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 will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

9.02 Union-Management Committee

a) Union-Management Committee
A Union-Management Committee will be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

b) Function of Union-Management Committee
To discuss matters of mutual interest pertaining to the Employer. Grievances will not be discussed.

c) Meetings of Union-Management Committee
The Committee will meet at least quarterly, or more often if considered necessary, at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

d) Chairperson of the Meeting
An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

e) Minutes of Meeting
Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer will each receive two (2) signed copies of the minutes within five (5) business days following the meeting.

9.03 Bargaining Committee

A Bargaining Committee will be elected and consist of not more than three (3) members of the Union as representatives of the Union. The Union will advise the Employer of the names of the Union Negotiations Committee. The employees who are on the Union Negotiations Committee shall receive the regular straight time hourly rate for all regular hours they would have been scheduled to work but were unable to because of direct negotiations, up to and including Conciliation.

9.04 Names of Stewards

Two (2) stewards shall be selected from the bargaining unit provided however, that one steward shall be designated for each site. The Union shall notify the Employer, in writing, of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.

ARTICLE 10 – GRIEVANCE AND MEDIATION PROCEDURES

10.01 Grievance Committee

By mutual agreement the parties may agree to convene a Grievance Committee to address multiple grievances. The committee shall be convened only at Step 3 of the Grievance procedure. The Grievance Committee will be composed of the Local Union President, and one other member of the Executive or steward and the National Representative if so requested.
A grievance meeting shall not be held without the attendance of a Committee member or Steward.

10.02 Permission to Leave Work

The steward, grievor, or grievance committee shall not leave their work to investigate or process any grievances or to negotiate with the Employee without prior consent of the Employer and such consent shall not be unreasonably withheld.

10.03 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union as to the interpretation, application, administration or alleged violation of this Collective Agreement or a claim by an employee of unjust discipline or discharge.

10.04 Settling of Grievance

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1
An employee who has a complaint relating to Article 11.04 may, with the assistance of their steward, discuss their complaint verbally with their immediate supervisor in order to provide their supervisor with an opportunity to resolve the complaint on an informal basis. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) working days of the incident giving rise to the complaint. The immediate supervisor shall state their decision within ten (10) working days of receiving the verbal complaint.

Step 2
Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, the Union may refer such matter, within five (5) working days of the time for reply of the immediate supervisor in writing, to the Divisional Director, who shall meet with the Union and answer the grievance, in writing, within five (5) working days of receipt of the written grievance.

Step 3

If no settlement is reached at Step 2, the Union and representatives of the Employer shall meet within five (5) working days of receipt of the Divisional Director, written reply, to discuss the grievance. The Employer shall answer the grievance, in writing, within five (5) working days of the meeting.

Step 4

Failing a satisfactory settlement being reached at Step 3, the matter may, within ten (10) working days from the time for reply at Step 3, be referred to arbitration.

10.05 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as Mediator may serve as Arbitrator, unless otherwise agreed.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

10.07 Union May Institute Grievance

The Union and its Representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance will commence at Step 2.

10.08 Layoff Grievances

Grievances concerning layoffs due to a reduction of the working force shall be initiated at Step 3 of the Grievance procedure.

10.09 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages.

10.10 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday, or a recognized holiday.

10.11 No complaint or grievance shall be arbitrated which has not been commenced or processed in accordance with the Grievance Procedure. Time limits may be extended by mutual agreement.

ARTICLE 11 – ARBITRATION PROCEDURE

11.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to arbitrate will be forwarded to the other party within the time limits set out in Article 10.04 and such notice will contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairperson will be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairperson within ten (10) working days from the date of their appointment, either party or their nominee may request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

11.02 Payment for Board of Arbitration

Each of the parties hereto will bear the expense of the nominee appointed by it, and the parties hereto will jointly bear equally the expense of the third party.

11.03 Powers of Board

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or amend any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

11.04 Decision of Board

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern. The decision will be final and binding and enforceable by all parties.

11.05 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

11.06 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

11.07 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one-half (½) of the fees and expenses of the arbitrator.

ARTICLE 12 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

12.01 Union Representation

An Employee who is called to a meeting by Management for the purpose of receiving disciplinary action a disciplinary suspension or discharge will be advised of the purpose of the meeting and offered/have the right to request union representation.

12.02 Access to Personnel File

Each employee shall have access to their personnel file for purposes of reviewing any performance evaluation or disciplinary notations. An employee has the right to request copies of any evaluation. Staff must make an appointment to review their file and the appointment will be granted within one (1) week of the request and will occur during the normal business hours of the administration office.

An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

12.03 Discipline Procedure

When an employee is disciplined, suspended or discharged, such employee and the union shall be advised promptly, in writing, by the Employer of the reason for such discipline, suspension or discharge. Any grievance resulting from discharge, will be filed at Step 3 of the Grievance procedure.

12.04 Disciplinary Action

Records of discipline are to be removed from an Employee's personnel file after eighteen (18) months from the date of discipline, provided that the Employee has remained discipline free during that period, except in the case of incidents involving clients in which case the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

ARTICLE 13 – SENIORITY

13.01 A part-time employee cannot accrue more than one year's seniority in a twelve (12) month calendar period. Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, vacations, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority will operate on a bargaining-unit-wide basis. Unless otherwise stated, it is further understood that seniority for employees continues to accumulate while absent due to vacation, illness, WSIB and union leave. Unpaid leaves for full-time employees will allow for employees to accrue seniority for 4 weeks regardless of the length of leave, unless stipulated by the Employment Standards Act.

13.02 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced, and the seniority accumulated to the end of the six (6) month period. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards by January 31st and July 31st of each year.

Employees shall have thirty (30) days to review this list and to raise any questions concerning the calculation of their own seniority. The concern may relate only to the seniority accumulated since the last posting of the seniority list.

After the thirty (30) day period, and the resolution of any concerns raised by employees during this period, management and the Union will accept this list as accurate, and there shall be no further adjustments to the seniority list.

Regular Full-time Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to Certification.

Regular Part-Time Employees and Casual Employees will accumulate seniority on the basis of one (1) year's seniority for each nineteen hundred and fifty (1950) hours paid in the bargaining unit as of the last date of hire, including all previous service prior to Certification.

Seniority will operate on a bargaining unit wide basis.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 14.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

13.03 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-Union assignment of up to twelve (12) months without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 15. Upon return to the bargaining unit, the Employee will be returned to their former position with the seniority as of the date they initially posted into a non-union position.

In addition, any other job position changes to any other bargaining unit member will also revert to their original positions.

13.04 Loss of Seniority

An Employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An employee shall lose their seniority and be deemed terminated in the event:

a) They are discharged for just cause and are not reinstated.

b) They resign and do not rescind resignation within forty-eight (48) hours.

c) They are laid off in excess of twenty-four (24) months.

d) They are absent from work for two (2) consecutive work shifts or more without notifying the Employer, unless such notice was not reasonably possible;

e) They failed to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness, other just cause or an extension request is made. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number

f) They fail to accept one (1) shift in three (3) months based on their availability. This will not include paid or unpaid Leave of Absence, approved sick leave, approved vacation and/or legislation.

g) "Subject to Article 22.01(sick leave)" where an employee is absent due to illness or accident for a period of longer than thirty (30) months, the only right that will flow to them under the terms of the Collective Agreement will be the accumulation of seniority, including any right to return to work that flows from the Collective Agreement. This clause shall be interpreted in a manner which is consistent with the Human Rights Code.

13.05 Transfer from Full-Time to Part-Time

If an Employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1950 hours paid.

13.06 Transfer from Part-Time to Full-Time

If an Employee transfers from part-time to full-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: 1950 hours paid equals one (1) year.

ARTICLE 14 – PROBATIONARY EMPLOYEES

14.01 Probationary Employees

Newly hired Full-Time Employees will be considered on a probationary basis for a period of three (3) calendar months. The probationary period for Regular Part-Time Employees and Casual employees shall be four hundred and fifty (450) hours worked from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. An Employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority will be effective from the original date of employment.

It is understood that this article will be applicable to part-time and casual employees hired after the date of ratification of this agreement.

14.02 Discharge of Probationary Employee

The discharge of a probationary employee shall not be subject to the grievance arbitration procedure unless the Employer has acted in a discriminatory, arbitrary or bad faith manner.

ARTICLE 15 – JOB POSTINGS

15.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer will post a notice of the posting with a copy to the Union. The position will be posted for a period of seven (7) days, so that interested Employees can apply. The name of the successful applicant will be forwarded to the Union.

The notice of posting shall contain the following information:

1) Duties of position

2) The qualifications required

3) Salary, according to Schedule A

4) The shift times

5) If use of a personal vehicle is required

15.02 Temporary Vacancies

Temporary vacancies anticipated to be less than twelve (12) weeks duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts by seniority.

For temporary vacancies that are expected to exceed twelve (12) weeks, the Employer shall post the position, and the selection shall be made in accordance with Article 15.01. The Employer will not be required to post any subsequent vacancies created by filling the original vacancy but shall fill it in accordance with seniority.

The Union and the successful applicant shall be notified within one (1) week following the end of the posting period.

15.03 Appointments

In making staff changes for personal care workers, transfers, or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit will be made within three (3) weeks of posting.

For all other classifications, in the case of promotion, demotion or transfer, for the classifications of:

The Employer will consider:
i) Skill, ability and qualifications;
ii) Seniority.

Where the factors in (i) are relatively equal, seniority shall govern.

15.04 Orientation/ New Staff Training

Newly hired staff will be scheduled at least two (2) shifts for training purposes.

15.05 Classifications

When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made within ten (10) calendar working days after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within seven (7) working days following the meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.

Any change in the rate established by the Employer as mutually agreed by the parties or awarded by a Board of Arbitration shall be retroactive to the date the new classification started.

15.06 Job Descriptions

All job descriptions of Bargaining unit positions must be provided to the Union at the time of creation and when updated. If the Union feels that there has been a significant change to a job description, it will be addressed first through Labour Management.

15.07 A part-time employee who has bid successfully on a temporary full-time position must complete the assignment before bidding on any other temporary full-time vacancies. Such employee, however, may bid on a permanent full-time position that is posted during the temporary assignment. When the temporary assignment ends, they shall be reinstated to their previous schedule within forty-eight (48) hours.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Definition of Layoff

"Layoff" shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

Lay-off Notice

In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more or the elimination of a position within the bargaining unit, the Employer will:

i. Provide the Union with no less than three (3) months written notice of the proposed layoff or elimination of position; and

ii. Provide to the affected employee(s), if any, no less than three (3) months written notice of layoff, or pay in lieu thereof.

iii. Seniority for the purpose of lay off shall be calculated up to the end of the last pay period prior to the day of layoff notice.

NOTE: Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

16.02 Layoff and Recall Procedure

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority.

An employee in receipt of notice of lay-off may:

a) Accept the layoff; or

b) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff is qualified to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of lay-off.

An Employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

16.03 Recall

For the purpose of Article 16.01 "recall is defined as a return to work in a permanent position or in a temporary position that is greater than six (6) months in duration.

a) An employee shall have opportunity of recall from a layoff to an available opening for a period of twenty-four (24) months (Article 13.04(c)), in order of seniority, provided they are qualified and able to perform the work, before such opening is filled on a regular basis under the job posting procedure.

The posting procedure in the collective agreement shall not apply until the recall process has been completed.

b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within twelve (12) months of being recalled.

d) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer.

f) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

g) In the event of recall, positions will be filled in the reverse manner to the layoff, provided the employee's ability and qualifications are sufficient. A full-time employee will be recalled to either a full-time or part-time position and a part-time employee will only be recalled to part-time position.

h) Except as provided herein, an employee who has been laid off may refuse three (3) proposed recalls. Upon the third refusal, the employee shall be deemed to have forfeited the right of recall into a position before such position is filled on a regular basis under the job posting procedure but may apply for a position posted as provided in Article 15.01.

A full-time employee cannot refuse a recall to the position classification held at the time of layoff, upon such refusal, the employee shall be deemed to have forfeited the right of recall under this agreement.

ARTICLE 17 – HOURS OF WORK

17.01 The normal daily hours of work shall be up to seven and one-half (7 ½) hours per day, exclusive of a thirty (30) minute uninterrupted unpaid meal period.

17.02 The normal hours per biweekly period shall average seventy-five (75) hours over a two (2) week period, exclusive of the thirty (30) minute uninterrupted unpaid meal periods.

17.03 Work Schedule

Shift Work Defined:

a) Day shifts are defined as those shifts where the major portion of the hours worked are between 7:00 and 16:00.
b) Evening shifts are those shifts where the major portion of the hours worked are between 15:00 and 23:00.
c) Night shifts are those shifts where the major portion of the hours worked are between 23:00 and 7:00.
d) The regular schedule will provide no more than seven (7) consecutive days of work without time off.

17.04 Meal Period and Rest Periods

a) One (1) unpaid meal period of a half (1/2) hour shall be scheduled for each Employee working a shift of five (5) hours or more.

b) All employees working more than a six (6) hour shift shall be assigned a paid fifteen (15) minute rest period during the first half and a paid fifteen (15) minute rest period during the second half of the shift in an area made available to them. All other employees shall be assigned a paid fifteen (15) minute rest period during their shift in an area made available to them.

17.05 Notice of Schedule

a. The hours of work of each employee shall be posted at least two (2) weeks in advance. Once posted, the schedule will not be changed without mutual agreement.

b. There will be a minimum of twelve (12) consecutive hours off duty between the ending of one shift and the commencement of another.

c. When it is not possible to schedule twelve (12) consecutive hours off duty between shifts, all hours by which such changeover falls short of the twelve (12) consecutive hours off duty, shall be paid at overtime rates in accordance with Article 18 of this Agreement.

d. If a written request for a change of scheduled shift is made by an Employee which would not allow twelve (12) consecutive hours off duty between shifts and such request is granted, then the application of b) and c) of this Article do not apply.

17.06 Availability

Part-time and Casual staff are expected to provide reasonable on call availability.

Employees are expected to indicate their availability, in writing at the beginning of each month, for additional call-in shifts. If no availability has been received, the previous availability will remain in effect. The Employer will use this to fill call-in shifts in order of seniority.

The Employer maintains a call log for the purposes of calling and assigning shifts. In the event of a dispute, the Union, upon request shall receive a copy of the call log.

Full-time Employees who wish to be considered for additional shifts must also submit their availability. It is understood that no full-time Employee working seventy-five (75) hours bi-weekly will pick up additional shifts when there are Part-time and Casual staff available and willing to work.

17.07 Shift Exchanges

Any Employee who wishes to exchange shifts must do so with an appropriately qualified Employee who has cosigned the request. Such request must be submitted in writing to their Supervisor or their authorized designate, seventy-two (72) hours in advance of the proposed change. This request will not be unreasonably denied. It is understood that such change in shift shall not result in any overtime payment. The exchanged shifts must be within the same posted schedule.

17.08 With the exception of an approved break, no employee shall leave the premises during regular working hours without permission from their supervisor or designate. Employees who are unable to attend for a scheduled shift shall advise the Employer, unless impossible, at least two (2) hours prior to the commencement of the day shift, and four (4) hours prior to the commencement of the evening or night shifts and shall advise of their expected length of absence. The Employer will be responsible to find coverage for the shift.

ARTICLE 18 OVERTIME

18.01 Definition (Overtime)

For all employees, all time worked in excess of seven and a half (7.5) hours per day or seventy-five (75) hours over a two (2) week pay period shall be considered overtime, unless the request to work such hours comes from the employee.

18.02 Compensation for Work after Daily Scheduled Hours

Overtime shall be paid for at the rate of time and one-half (1 ½)

18.03 Sharing of Overtime

When the Employer determines that overtime is necessary, the Employer shall offer the shift in the following way:

i) The shift shall be offered to part-time employees of the unit who are not already scheduled for work during the same time frame or part thereof and who do not have ten (10) shifts in the pay period, in order of seniority; or if no employee is available;

ii) The shift shall be offered to part-time employees, and then casual employees, within the classification, who are not already scheduled for work during the same time frame or part thereof and who do not have ten (10) shifts in the pay period, in order of seniority; or if no employee is available;

iii) The shift shall be offered as overtime in order of seniority to full-time employees of the unit and then classification wide.

iv) However, if within two hours prior to commencement of the overtime shift a replacement has not been found, the Employer may offer the shift to employees who are currently at work in order of their seniority by unit and then classification wide.

18.04 Reporting Pay

If an Employee reports for work at the regularly scheduled time for their shift and no work is available, such Employee will be entitled to a minimum of three (3) hours pay at the Employee's regular rate provided that:

(a) The Employee has not been previously notified by the Employer to the contrary, either orally or by message left at the Employee's residence.

(b) If requested by the Employer, the Employee shall perform a minimum of three (3) hours of such available work as the Employer may assign.

18.05 Standby /On Call Pay

An employee who is required to remain on duty for standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of two dollars ($2.00) per hour for all hours on standby.

Standby pay shall cease where an employee is called to work under Article 18.03 and works during the period of standby.

ARTICLE 19 – PAYMENT OF WAGES AND PREMIUMS

19.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

19.02 Shift Premium

A shift premium of fifty (.50¢) per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

Effective last day of the term increase shift premium by $0.05.

19.03 Weekend Premium

A weekend differential of thirty-five cents ($0.35) will apply to shifts that are worked by Employees in which the majority of hours are between 23:00 on Friday to and including 7:00 on Monday. Weekend differential shall be in addition to the regular Shift Premium described in Article 19.02.

19.04 Payment for Waiting

Any Employee that is required to wait for a ride to complete off site duties, and the wait puts them past the end of their shift time, will be paid at straight time for any time past their end of shift.

ARTICLE 20 – VACATION

20.01 a) Full-time employees shall receive annual vacation with pay in accordance with credited service prior to January 1st of each year as follows:

Service	Vacation Entitlement	Vacation Pay
1 year or more	10 working days	4% of regular earnings
2 years or more	15 working days	6% of regular earnings
5 years or more	20 working days	8% of regular earnings
15 years or more	25 working days	10% of regular earnings
23 years or more	30 working days	12% of regular earnings

b) Casual and part-time employees shall earn vacation pay in accordance with credited seniority as follows:

Seniority	Vacation Entitlement	Vacation Pay
1 year or more	10 working days	4% of regular earnings
2 years or more	15 working days	6% of regular earnings
5 years or more	20 working days	8% of regular earnings
15 years or more	25 working days	10% of regular earnings
23 years or more	30 working days	12% of regular earnings

Casual employees shall receive their earned vacation pay bi-weekly. Part–time employees shall receive earned vacation pay when taking their vacation and any outstanding earned vacation pay shall be given to the employee on the 1st pay in January.

20.02 Carry-Over of Vacation

An employee will be allowed to carry one (1) week of vacation entitlement from one (1) year to the next to be taken at a mutually agreed upon time. Employees may request to carry over an additional one (1) week for special circumstances and will not be unreasonably denied.

20.03 Vacation Scheduling

a) Requests for vacations for the period of June 1 to September 15 must be submitted by March 15 and shall be posted by April 15.

b) Requests for vacations for the period of Christmas and New Years' must be submitted by September 15 and shall be posted by October 15.

c) Preference in vacations shall be by seniority for all requests submitted prior to the applicable deadline stated above, provided the Employer can maintain proper staffing. The vacation schedule once posted shall not be changed without consent of the employee and Employer.

d) Vacation requests submitted after the deadlines may be considered provided the proper staffing is maintained. These will be granted on a first come, first serve basis.

e) Two (2) Full-time Employees will be allowed to take vacation simultaneously if operationally feasible.

20.04 Unbroken Vacation Period

An Employee will be entitled to receive their vacation in an unbroken period up to two weeks unless otherwise mutually agreed upon between the Employee concerned and the Employer.

20.05 Absence During Vacation

Where an Employee becomes ill and becomes hospitalized, or there is a death prior or during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the Employee's option. A medical or death certificate may be requested upon return.

ARTICLE 21 – PAID HOLIDAYS

21.01 Paid Holidays

The Employer recognizes the following as paid holidays for full-time employees only New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, two (2) float days.
The Employer recognizes the following as paid holidays for part-time employees - only New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day.
In order to qualify for the holidays above, employees must work the last scheduled day before and the next scheduled day after the holiday unless on an approved employer paid leave.

21.02 Holiday Pay

a) For full time employees, Holiday Pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.
b) For part-time and casual employees, Holiday Pay will be computed as per the *Employment Standards Act.*

21.03 Pay for Work on a Holiday (Full-time Employees only)

a) If employees are required to work on the above holidays, the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holidays, in addition to Holiday Pay as outlined in Article 21.02.
b) In addition, employees who work on the above holidays may choose to receive a lieu day without pay scheduled at a time mutually agreed between the employee and the supervisor within the sixty (60) calendar days following the holiday.

21.04 Pay for Work on a Holiday (Part-time & Casual Employees only)

If employees are required to work on the above holidays, the employee shall be paid at the rate of time and one-half (1½) their regular straight time hourly rate of pay for all hours worked on such holidays, in addition to Holiday Pay as outlined in Article 21.02.

21.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the above holidays falls on an employee's day off, the employee shall receive an additional day's pay or a day in lieu.

ARTICLE 22 – SICK LEAVE

22.01 Pay for personal illness or injury is for the sole and only purpose of protecting employees against loss of income during time of such illness or injury and will be granted to all full-time employees on the following basis:

(a) Absence for illness or injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.

(b) Employees shall accumulate sick leave at the rate of one (1) day per month to a maximum of twenty-seven (27) days. Days not utilized by December 31 of any year will be carried over, but in no event with the number of days exceed twenty-seven (27) days at any time.

22.02 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that she is unable to carry out her duties due to illness. In the case of excessive absenteeism, the Employer reserves the right to demand medical certificates, in which case the Employer will assume the reasonable costs, if any, of such medical certificates.

22.03 Sick Leave During Leave of Absence

When an employee is laid off or is absent without pay for any reason, they shall not receive sick leave credits for the period of such absence or layoff but shall retain their cumulative credit.

22.04 Sick Leave Records

Employees' accrued sick days credits shall be recorded in the accessible HCM System. Employees shall verify the accumulated sick leave credit is correct on a quarterly basis.

ARTICLE 23 – EMPLOYEE BENEFITS (Full-Time only)

23.01 The Employer agrees to pay the Single/Family premium of the following plans for employees who have completed their probationary period:

a) Standard Extended Health Care Plan

One hundred percent (100%) of the billed premium. In addition, an eye care rider of three-hundred and seventy-five ($375.00) dollars every twenty-four (24) months and one (1) eye examination covered per year at customary rates are included.

Where generic equivalents of brand name drugs exist, they will be covered at the generic price, unless otherwise stipulated by the employee's physician.

A Direct Pay Card will be provided to all eligible employees. There shall be a dispensing fee cap equal to six dollars and fifty cents ($6.50) per prescription.

Elastic stocking coverage of three (3) per person per year.

The paramedical benefit is four hundred ($400.00) for each paraprofessional covered.

b) Dental Plan

Seventy-five percent (75%) of the billed premium for Blue Cross Dental Plan #9 or equivalent plan, at previous year's ODA fee schedule.

Fifty percent (50%) of eligible Orthodontic expenses. Fifty percent (50%) of eligible expenses related to Crowns, Caps, Plates and Partials.

Annual Dental Expenses to a maximum of one thousand, seven hundred and fifty dollars ($1,750.00) per covered individual.

c) Group Life and A.D. & D. Insurance

One hundred percent (100%) of the billed premium Group Life Insurance to a value of two times the employee's annual salary in accordance to Schedule 'A' of the Collective Agreement and in addition, such plan shall include Accidental Death and Dismemberment (A.D. & D.) (non-occupational coverage).

d) Long Term Disability

The Employer shall pay one hundred percent (100%) of the premiums for a Long-Term Disability Plan providing sixty-six percent (66%) of regular earnings after thirty (30) weeks of absence up to a monthly maximum as detailed in the Plan.

e) Benefit Coverage for Early Retirees

Full time employees who retire between the ages of fifty-five (55) to sixty-five (65) are eligible to receive Standard Extended Health Care and Blue Cross Dental Plan #9 benefits as outlined in Article 23.01 as amended above subject to the following condition:

Early retirees will pay fifty (50%) percent of billed premiums.

23.02 Part-Time and Casual In Lieu

Effective in the first full pay period following ratification, In Lieu of Benefits, part-time and casual employees will receive four (4%) percent of the straight time hourly rate for all hours worked.

ARTICLE 24 – PENSION PLAN

24.01 The Employer shall continue with its existing HOOPP pension plan as it exists and applies for Regular Full-time Employees. Regular Part-time and Casual Employees will be permitted to participate in the HOOPP pension plan. New Employees and Employees not yet eligible for enrollment in the HOOPP pension plan shall be notified in writing when eligible in accordance with the HOOPP terms and conditions.

ARTICLE 25 – LEAVES

25.01 Leave of Absence

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay or benefits, but without loss of seniority, so that employees may be candidates in Federal, Provincial or Municipal elections. Employees shall endeavour to make their written request at least four (4) weeks in advance of the required leave. An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits, but without loss of seniority for a period of two (2) years. Further extension may be requested. The employee must maintain and demonstrate necessary competency and licensing prior to returning to work.

25.02 Pregnancy & Parental 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 and may begin no earlier than seventeen (17) weeks before the expected birth date.
The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible. Upon request from the Employer, the Employee will furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

ii) The employee must have started employment at least thirteen (13) weeks prior to the expected date of birth.
The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 25.02 i) Parental leave.

b) An employee who does not apply for leave of absence under 25.02 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 25.02 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums and pays her portion.

d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time 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 her former job and former shift.
All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

e) 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 25.02 d).

f) Such absence is not an illness under the interpretation of this agreement and sick leave benefits cannot be used.

g) 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.

h) 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 two (2) weeks' notice, in writing that she intends to take parental leave.

i) Parental Leave

i. An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of child or the date the child first came into custody, care and control of the employee, shall be entitled to parental leave.
ii. 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 her own.
iii. 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 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 they did not.
iv. An employee not on pregnancy leave requesting parental leave shall give the Employer two (2) week's written notice of the date the leave is to begin.
v. For the purposes of parental leave the provisions under 25.02 a), c), d), e), f), g) and h) shall also apply.

25.03 General Leave of Absence

The Employer may grant a leave of absence, without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. During such leave of one (1) month or less, seniority shall continue to accumulate and then be frozen for the remainder of the leave if it extends beyond this period of time. Such approval shall not be withheld unjustly.

25.04 Union Leave for Conventions, Seminars, Etc.

Upon two (2) weeks' written notice, the Employer shall allow a maximum of two (2) employees at any one time, leave of absence with pay, benefits and without loss of seniority, in order that they may attend union conventions, conferences or seminars, provided proper staffing may be maintained by the Employer. The Union will reimburse the Employer for receipt of such pay and benefits.

25.05 Paid Jury Leave

The Employer shall grant leave of absence without loss of seniority to any full-time employee or any regular part-time employee, for scheduled time lost for serving as a juror or crown witness. The Employer shall pay such an employee the difference between their normal pay and their juror or witness fee.

25.06 Employment Standards Act Leaves

Employees shall be entitled to take paid or unpaid leaves as available and in accordance with the Employment Standards Act, 2000 as amended.

25.07 Self-Isolation Leave

If an employee is required to self-isolate because of the Employer's policy, or at the direction of the Employer and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick leave, vacation or in lieu entitlements for any hour of work lost during such period.

25.08 Paid Bereavement Leave

a) An employee shall be granted up to five (5) regularly scheduled workdays leave of absence without loss of wages, benefits, seniority or service in the case of the death of a parent, brother, sister, spouse, common law, or same sex partner, child, foster child or stepchild.
b) An employee shall be granted up to three (3) days regularly scheduled workdays leave of absence without loss of wages, benefits, seniority or service in the case of death of a step-parent, foster parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild.

c) An employee shall be granted one (1) day leave of absence without loss of wages, benefits, seniority or service to attend the funeral of an aunt or uncle, niece or nephew provided they attend the funeral on a workday.
d) Part-time Employees shall be granted bereavement leave without loss of salary or wages, seniority or service provided the scheduled workdays occur within one (1) week of the death of a relative in accordance with Article 25.08 a) and b). Paid bereavement leave shall cease within one (1) week of the death or when the Employee informs the Employer, they are available to work, whichever comes first.
e) Employees may request additional time without pay for bereavement leave. Such requests will not be unreasonably denied.

25.09 It is understood that an employee returning from a temporary absence, where the return date is unknown, shall give the Employer at least seventy-two (72) hours' notice of their intent to return to work.

ARTICLE 26 – FEES AND REIMBURSEMENTS

26.01 Uniform Reimbursement

All full-time Employees required to wear a uniform, as determined by the Employer, shall receive one hundred and twenty dollars ($120.00) per year as a tax-free rebate in the 1st pay period in December. Part-time and Casual employees shall receive fifty dollars ($50.00) per year as a tax-free rebate. For the determination of uniform allowance, employment status shall be considered as of November 1.

The Employer shall provide guidelines on acceptable uniforms for each position.

ARTICLE 27 - GENERAL

27.01 Vacation and lieu time bank reports/statements will be able to be accessed on the employee's electronic payroll profile.

27.02 The parties agree that whenever the masculine, feminine or singular has been used throughout this Agreement, it shall be deemed to include all expressions of gender identity or the plural where the context so allows or requires.

ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall be binding and remain in effect until April 30, 2025, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of ninety (90) days prior to the termination date and said termination date.

SIGNED AT TORONTO, ONTARIO THIS 8TH DAY OF JUNE 2026

FOR THE UNION:

Analiza Ventura (Jun 9, 2026 10:09:49 EDT)

Liliana Lena
Liliana Lena (Jun 8, 2026 20:01:51 EDT)

Morena Garcia
Morena Garcia (Jun 9, 2026 09:07:40 EDT)

FOR THE EMPLOYER:

Daniela Gigliotti Rivas

Christine Jose
Christine Jose (Jun 8, 2026 10:23:04 EDT)

Patricia Parente
Patricia Parente (Jun 8, 2026 10:24:07 EDT)

Josie Capobianco
Josie Capobianco (Jun 8, 2026 13:20:27 EDT)

Rebecca Czworenko
Rebecca Czworenko (Jun 8, 2026 10:09:45 EDT)

ARTICLE 29 – RETROACTIVITY

29.01 The Employer shall pay all retroactivity owing to all employees within thirty (30) days of ratification of the amended Collective agreement. The Employer may request an extension in extenuating circumstances, which shall not be unreasonably denied.

SCHEDULE A

Wage Progression to be 1950 hours = 1 year of service

Years		PSW PWE	April 28, 2022	April 28, 2023	April 28, 2024
	Increase	$ 3.00	2.75%	2.75%	3.00%
0-1	$ 16.90	$ 19.90	$ 20.45	$21.01	$ 21.64
1-2	$ 17.30	$ 20.30	$ 20.86	$21.43	$ 22.07
2-3	$ 17.89	$ 20.89	$ 21.46	$22.05	$ 22.72
3-4	$ 18.29	$ 21.29	$ 21.88	$22.48	$ 23.15
4-5	$ 18.89	$ 21.89	$ 22.49	$23.11	$ 23.80
5	$ 19.88	$ 22.88	$ 23.51	$24.16	$ 24.86

Initial Placement on grid

Full-time – Years of Service

Part-Time/Casual – at a step which represents an increase from current hourly rate + $3

Note: Full Time Employees within their position will progress from the “start rate” to the “one year rate” and so on based on date of hire. Part Time Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the *WSIA* shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

LETTER OF UNDERSTANDING - RE: WEEKENDS

In the event the employer decides to change their previous practice, the employer agrees to provide 90 calendar days' notice if there is a change to the schedule which would require employees to begin working weekends on a regular rotational basis in accordance with new article 17.09 as below:

17.09 The Employer shall arrange shift schedules such that all Employees will receive a minimum of one (1) weekend off in two (2).

This scheduling provision does not apply when Employees mutually agree to exchange shifts or when an Employee accepts or requests a shift at their own discretion.

SIGNED AT TORONTO, ONTARIO THIS 8TH DAY OF JUNE 2026

FOR THE UNION:

FOR THE EMPLOYER:

Daniela Gigliotti Rivas

Analiza Ventura (Jun 9, 2026 10:09:49 EDT)

Christine Jose
Christine Jose (Jun 8, 2026 10:23:04 EDT)

Liliana Lena
Liliana Lena (Jun 8, 2026 20:01:51 EDT)

Patricia Parente
Patricia Parente (Jun 8, 2026 10:24:07 EDT)

Morena Garcia
Morena Garcia (Jun 9, 2026 09:07:40 EDT)

Josie Capobianco
Josie Capobianco (Jun 8, 2026 13:20:27 EDT)

Rebecca Czworenko
Rebecca Czworenko (Jun 8, 2026 10:09:45 EDT)