

COLLECTIVE AGREEMENT

BETWEEN:

REGENERATION HOUSE INC.
(hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4891**
(hereinafter called the "Union")

October 12, 2019 - October 11, 2022

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TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	5
ARTICLE 2 - RECOGNITION	5
ARTICLE 3 - DEFINITIONS	5
3.01 PERMANENT FULL-TIME EMPLOYEES	5
3.02 PERMANENT PART-TIME EMPLOYEES.....	5
3.03 CASUAL EMPLOYEES.....	5
3.04 CONTRACT EMPLOYEES	5
ARTICLE 4 - MANAGEMENT RIGHTS	6
ARTICLE 5 - NO STRIKES OR LOCKOUTS	6
ARTICLE 6 - CHECK OFF OF UNION DUES	7
ARTICLE 7 - UNION REPRESENTATION	8
7.01 STEWARDS	8
7.02 BARGAINING COMMITTEE.....	8
7.03 LABOUR MANAGEMENT COMMITTEE.....	8
7.04 REPRESENTATION	9
7.05 REPRESENTATIVES OF CUPE NATIONAL.....	9
7.06 CORRESPONDENCE.....	9
7.07 UNION LEAVE	10
ARTICLE 8 - PERSONNEL FILES	10
ARTICLE 9 - SENIORITY	10
9.08 LOSS OF SENIORITY.....	11
ARTICLE 10 - GRIEVANCE PROCEDURE	12
10.02 COMPLAINT STAGE:	12
10.03 THE GRIEVANCE STEPS:.....	13
ARTICLE 11 - ARBITRATION	14
ARTICLE 12 - JOB SECURITY: LAYOFF AND RECALL	15
12.05 RECALL.....	16
ARTICLE 13 - HEALTH AND SAFETY	16
ARTICLE 14 - STANDBY	18
ARTICLE 15 - HOURS OF WORK, OVERTIME AND SHIFT	18
15.09 LEAD HAND	19
ARTICLE 16- VACANCIES, PROMOTIONS AND TRANSFERS	20

ARTICLE 17 – JOB CLASSIFICATIONS.....	21
ARTICLE 18 - LEAVES OF ABSENCE	21
18.01 GENERAL LEAVE	21
18.02 BEREAVEMENT LEAVE.....	22
18.03 JURY DUTY AND WITNESS LEAVE	22
18.04 PREGNANCY, PARENTAL AND ADOPTION LEAVE.....	22
18.05 EDUCATION LEAVE.....	23
ARTICLE 19 - DISCIPLINE	24
ARTICLE 20 - WAGES.....	24
ARTICLE 21 - PAID HOLIDAYS.....	24
ARTICLE 22 - VACATIONS WITH PAY	25
ARTICLE 23 - SICK LEAVE	26
23.10 REPORTING ABSENCE.....	27
ARTICLE 24 - EMPLOYEE BENEFITS	28
ARTICLE 25 - PENSION PLAN	28
ARTICLE 26 - EXPENSES.....	29
ARTICLE 27 - DEVELOPMENT AND TRAINING	29
ARTICLE 28 - PART-TIME, CASUAL AND CONTRACT EMPLOYEES	30
ARTICLE 29 - PERFORMANCE APPRAISAL.....	30
ARTICLE 30 - MISCELLANEOUS	30
30.01 BULLETIN BOARDS.....	30
ARTICLE 31 - DURATION.....	31
LETTER OF UNDERSTANDING.....	33
RE: CONTRACTING OUT	33
LETTER OF UNDERSTANDING.....	34
RE: TECHNOLOGICAL CHANGE	34
LETTER OF UNDERSTANDING.....	34
RE: ELIGIBILITY FOR RCS STAFF BURSARY FUND	35
LETTER OF UNDERSTANDING.....	36
RE: PERSONAL EMAIL ADDRESSES	36
LETTER OF UNDERSTANDING.....	37

RE: PROPERTY MAINTENANCE WORKER WAGE RATE 37

LETTER OF UNDERSTANDING..... 38

RE: SCHEDULING 38

LETTER OF UNDERSTANDING..... 39

RE: MINIMIZING USE OF AGENCY STAFF..... 39

SCHEDULE "A" 41

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Employees covered by this Agreement, to provide a method for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and wages for all Employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent of all Employees of Regeneration House Inc. save and except office and clerical workers, persons employed in client employment programs, supervisors and those above the rank of supervisor.

ARTICLE 3 - DEFINITIONS

3.01 Permanent Full-time Employees

A Permanent Full-time Employee is one who is regularly scheduled to work more than twenty-four (24) hours per week, as per article 15.02 (a).

3.02 Permanent Part-time Employees

A Permanent Part-time Employee is an Employee whose regularly scheduled hours of work are twenty-four (24) or fewer hours per week, unless relieving for sickness, vacations, holidays or leaves of absence.

3.03 Casual Employees

Casual employees are employed to work on an as needed basis or on-call capacities. They have the right to decline available shifts.

3.04 Contract Employees

A Contract Employee is an Employee who is hired for a specific period, generally fewer than twelve (12) months, to meet short-term or emergency staffing needs, such as replacing a Permanent employee who is on an authorized leave of absence, to cover peaks in workloads, or when short-term funding is available for specific purposes. Internal staff will be considered for temporary work opportunities before outside resources are considered. No temporary position shall extend beyond twelve (12) months without the written agreement of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except as specifically limited by any provision of this Agreement, the Union acknowledges and agrees that it is the sole and exclusive right of the Employer to exercise the functions of Management including, but not limited to, the right to:
- a) maintain order and efficiency of operations;
 - b) determine the requirements of a job, the qualifications of an Employee to perform work required, the scheduling of Employees and hours of work and shifts;
 - c) reprimand, suspend, discharge, or otherwise discipline Employees;
 - d) select, hire, direct, assign, control service, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, promote, demote, classify, transfer, layoff, and recall Employees;
 - e) make, change, and enforce rules, regulations, policies and practices to be observed by Employees;
 - f) decide on the number of Employees required at any time and to alter methods of operations, including sub-contracting, materials and equipment to be used;
 - g) determine the services to be provided, including the schedule of service, production, and assignment of work, and the size and composition of the workforce.
- 4.02 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered by this Agreement. The Employer therefore retains all rights not otherwise specifically covered in this Agreement.
- 4.03 The Employer agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement.
- 4.04 The Employer will not discriminate against any employee on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, disability, gender identity, gender expression or membership or activity, in the Union pursuant to the provisions of the *Ontario Human Rights Code*.
- 4.05 All references to "spouse" in this Collective Agreement shall include common-law and/or same sex partner.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 There shall be no strikes or lock-outs for the term of this Agreement as provided in the *Ontario Labour Relations Act*.

ARTICLE 6 - CHECK OFF OF UNION DUES

- 6.01 The Employer agrees to deduct from the wages of each Employee in the Bargaining Unit as of the date of hire, an amount equal to the regular monthly Union Dues as established by the Union or any levies as put forth by the Union.

Such deduction shall be made from each payroll and forwarded to the National Secretary-Treasurer of the Union on or before the fifteenth day of the month following the month in which the deductions are made, where practicable. The cheque shall be accompanied by a list of Employees, their names, status, classification, program, addresses, email where available and phone numbers for whom such deductions are made and specify the amounts deducted from each, their respective classifications, and if no deductions are made, the reasons for such failure to deduct. The Employer will provide a copy of the above information to the local treasurer and President or designate, where identified in writing.

- 6.02 The amount of the regular monthly dues shall be those authorized by the Union in writing. The Union shall notify the Employer in writing of any changes therein and such notification shall be the Employer's exclusive authority to make the deductions specified.

- 6.03 In all cases, the Union shall indemnify and save harmless the Employer, its agents and/or Employees acting on behalf of the Employer, from any and all claims, demands, actions, or causes of action arising from, or in any way connected with the collection of such Dues.

Initiation Fee

The Employer shall deduct an initiation fee of \$1.00 for all newly hired union members. This fee shall be remitted to the local on a monthly basis with the dues deduction.

- 6.04 When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.

- 6.05 Unless otherwise specified in this Agreement, no employee shall be required or permitted to make written or verbal agreements with the Employer which would conflict with the Collective Agreement.

ARTICLE 7 - UNION REPRESENTATION

7.01 Stewards

- a) The Employer agrees to recognize five (5) Stewards (one whom shall be a Chief Steward). It is understood that Stewards are interchangeable and represent all programs/ sites.

If the Union identifies a need for a further steward(s), the parties will discuss at Labour Management Committee meetings whether a further steward(s) is warranted. The stewards will have completed their probationary period. The Union will notify the Employer in writing of the name of the stewards.

- b) The duty of the steward is to represent Employees in accordance with the terms of this Agreement.
- c) The Union acknowledges that the steward has duties to perform on behalf of the Employer. Such person shall not leave their duties without receiving permission from their Manager.
- d) Except as expressly permitted by this Agreement, there shall be no Union activities on Employer's time or on the Employer's property without the express permission of the Employer. The Employer will continue the current practice with respect to the use of the Employer's premises by the Union for the purpose of Union meetings without cost to the Union.

7.02 Bargaining Committee

A Bargaining Committee shall be elected/appointed and consist of not more than three (3) Bargaining unit members and one (1) alternate Bargaining unit member of the Union. The Union will advise the Employer of the names of the Bargaining Committee members. Time spent in direct negotiations with the Employer shall be considered time worked at no loss of earnings or benefits up to conciliation.

7.03 Labour Management Committee

- a) The Employer and the Union agree to hold Labour management meetings to address matters of workplace concern. The Committee shall consist of up to four (4) Bargaining Unit Representatives and up to four (4) Employer Representatives. The Union and Employer shall alternate in Acting as Chairperson of the meetings.
- b) The Committee will meet bi-monthly at a mutually agreed time and

place. It is agreed that issues discussed will not include matters more appropriately addressed through the grievance procedure.

- c) The Chairperson is responsible for contacting Committee members regarding agenda items. The agenda must be forwarded to all Committee members two (2) working days in advance of the meeting. Agenda items may be added during meeting day at the concurrence of all Committee members.
- d) The meeting minutes will be rotated between all Committee members: Minutes shall be prepared and forwarded to Committee members for approval within five (5) working days, after which the minutes shall be posted on all official bulletin boards by the Chairperson or designate and added electronically to the Labour Management Committee folder on the Employer's remote desk top folder.

7.04 **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 will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. All new employees will have the opportunity to meet for a minimum of thirty (30) minutes with a representative of the Union during the employee's orientation period without a loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

7.05 **Representatives of CUPE National**

The Union shall 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. Such representatives shall have access to the Employer's premises upon request, and such access shall not disrupt the normal operations of the Employer.

7.06 **Correspondence**

All correspondence in regards to administrative matters, from the Employer to the Union, arising out-of the terms of this agreement and or Workplace issues, shall be forwarded to the President, or their designate. The Union shall inform the Employer, in writing of the name, address/email address, phone number of both. All correspondence from the Union to the Employer arising out of this Agreement and or workplace issues shall be forwarded to the Executive Director or their designate.

7.07 **Union Leave**

Leave of absence for Union business or elected/appointed to a position within CUPE shall be granted without pay. The granting of such leave shall not be unreasonably denied and will be subject to the following conditions:

- a) A written request from the Union will be provided to the Employer at least two (2) weeks prior to the Union event;
- b) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid on behalf of the Employee who is granted the leave. It is understood that seniority shall continue to accumulate.

7.08 Time spent directly with the Employer in grievance meetings, Labour Management Meetings, Joint Job Evaluation Meetings, Health and Safety Meetings shall be considered time worked without loss of earnings or benefits.

ARTICLE 8 - PERSONNEL FILES

8.01 An employee shall have access to and be allowed to review their personnel file upon providing reasonable notice. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. Upon written request, an employee shall have the right to make copies of any material contained in their personnel file.

8.02 The Employer will not rely on discipline that is older than eighteen (18) months, in cases of suspensions, or twelve (12) months, in cases of lesser discipline.

ARTICLE 9 - SENIORITY

9.01 Seniority, as referred to in this Agreement, shall mean the Employee's length of continuous service with the Employer, in the bargaining unit, measured in years, months, and days (where date of hire is the same, time application received, then last name alphabetical order) for Permanent Full-time Employees, and in hours for Permanent Part-time Employees.

9.02 Permanent Part-time Employee's will accumulate seniority on the basis of one (1) Year's Seniority for each two-thousand and eighty (2080) hours worked in the bargaining unit from the last date of hire.

9.03 Casual, Contract and Permanent Part-Time employees who apply for and obtain a Permanent Full-time job will, following completion of the probationary period in accordance with clause 9.04, be credited with one year of seniority for each two-thousand and eighty (2080) hours worked as a Casual, Contract or Part-Time employee. Casual Employees who apply for and obtain a Permanent Part-time job will, following completion of the probationary period in accordance with clause 9.04, be credited with seniority hours in accordance with clause 9.01.

9.04 A newly hired Employee will serve a probationary period of ninety (90) days worked. Upon completion of the probationary period, the Employee will have their seniority dated back to the first day worked from the most recent date of hire. Upon completion of the probationary period the employee and the Union President will be informed in writing.

9.05 No Employee shall accumulate more than one (1) year's seniority in any year. Such year shall be determined by an employee's date of hire. Unless otherwise specified in this agreement, seniority shall operate bargaining unit wide.

9.06 A seniority list will be maintained and a copy provided to the Union in January and July of each year. The employer will provide the Union with a list monthly, of all hiring's, layoffs, recalls, all leaves of absence and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the employers payroll system.

9.07 The release or discharge of a Probationary Employee will not be the subject of a grievance or arbitration.

9.08 **Loss of Seniority**

An Employee shall lose their seniority and will be deemed to have terminated their employment for any of the following reasons:

- a) if they quit or retire (after a forty-eight (48) hour reconsideration period);
- b) if they are discharged and such discharge is not reversed through the grievance and arbitration procedure;
- c) if they are laid off and fail to return to work within three (3) working days after being notified to do so by telephone or registered letter/courier to the last known address;
- d) if they fail to return to work on expiration of a leave of absence or use a leave of absence for a purpose other than the one for which it was granted;

- e) if they absent themselves for more than three (3) consecutive scheduled working days without notifying the Employer and without providing a reason satisfactory to the Employer;
- f) if they have been laid off and have not been recalled within eighteen (18) months in accordance with clause 12.05;
- g) or have been absent from work for any reason except for approved leave of absence, for a period of one (1) year.

9.09 Employees promoted or transferred with their concurrence to supervisory positions not covered by this Agreement will retain and continue to accrue their seniority after promotion if transferred back into the bargaining unit within one year of the promotion.

9.10 Permanent Full-time or Part-time employees who wish to change their status to casual will make a request to the employer in writing.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. The reason(s) for a grievance, the date of the occurrence, the remedy sought, and an indication, where possible, of the provision(s) of this Agreement alleged to have been violated shall be submitted in writing within the mandatory time limits provided herein and shall be signed by the Employee and a Steward. An earnest effort will be made on the part of both parties to settle the dispute promptly. The employee who has filed a grievance shall have the right to be present at each step of the grievance procedure.

10.02 Complaint Stage:

- a) It is understood that an Employee has no grievance until the Management have been given the opportunity to address the Employee's complaint.
- b) If an Employee has a complaint, they shall discuss it with their Manager as soon as possible and no later than within ten (10) days after the circumstances giving rise to the complaint have occurred. The Manager shall give their verbal response to the complaint within ten (10) days after such discussion and, failing settlement, it may be taken up as a grievance.

10.03 The Grievance Steps:

a) Step 1:

If the complaint is not settled to the satisfaction of the Employee, the Union may file a grievance on the employee's behalf, which shall be in writing and shall present it to the next level of Management within five (5) days of receiving a response under 10.02 (b). The Manager will hold a meeting within five (5) days. The Employee will be accompanied by a Steward at the meeting. The decision by the Manager shall be given in writing within five (5) days following the meeting.

b) Step 2:

Where there has been failure to reach a satisfactory settlement of a grievance at Step 1, the grievance may be submitted, in writing by the Union on the employee's behalf, to the Executive Director, or designate, within ten (10) days, after receiving a response under 10.03 (a). A meeting shall be arranged within ten (10) days with the Employee and such employee shall be accompanied by the Chief Steward, the President or designate and the National Representative and any other members as may be appropriate, and the Executive Director or designate and such other Management representative as may be appropriate. The decision by the Employer following this meeting shall be given in writing within ten (10) days of the meeting. Failing settlement, the Union may, within fifteen (15) working days of such decision (but not thereafter), refer the matter to arbitration as hereinafter provided.

c) The parties agree that it is their intent to resolve grievances without recourse to arbitration, whenever possible. Therefore, notwithstanding (b) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievances and shall extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator. The terms of engagement of the mediator will be agreed upon between the parties in advance.

10.04 Where a group of Employees has a grievance, it may be submitted at Step 2 of the grievance procedure.

10.05 Either the Union or the Employer shall have the right to file a written policy grievance regarding the interpretation, application or administration of this Agreement at Step 2 of the grievance procedure.

10.06 When an Employee who claims that they have been unjustly discharged or

suspended, the Union may file a grievance on the employee's behalf within ten (10) days after the actual discharge or suspension and such grievance shall be taken up at Step 2 of the grievance procedure.

- 10.07 Time limits may be waived where mutually agreed in writing. The days specified in articles 10 and 11 shall be working days and shall not include holidays, Saturdays or Sundays.
- 10.08 Any grievance which is not commenced or processed to the next stage of the grievance procedure by the Union or by the Employer within the time specified shall be deemed to have been abandoned.
- 10.09 An employee who is alleging harassment as defined under the Ontario Human Rights Code by their direct Supervisor/Manager, may file at the next step in the grievance procedure.

ARTICLE 11 - ARBITRATION

- 11.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the grievance to arbitration.
- a) The party wishing to refer a grievance to arbitration must do so within fifteen (15) working days (but not thereafter unless mutually agreed upon) of the answer at Step 2 of the grievance procedure. The notification shall include the name(s) of the proposed arbitrators.
 - b) Within ten (10) days after receiving such notice, the other party shall respond by agreeing to an Arbitrator or proposing alternative(s) Arbitrator(s).
 - c) Failing agreement, within fifteen (15) days of such time as may be agreed by the parties, an appointment may be made by the Office of Arbitration at the request of either party.
- 11.02 The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it.
- 11.03 Each of the parties hereto will jointly share the fees and expenses of the Arbitrator, if any.
- 11.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or vary the terms of this Agreement

excepting to uphold statutory provisions.

- 11.05 Any grievance which is not processed to arbitration by the Union or by the Employer within the time specified shall be deemed to have been abandoned.
- 11.06 The Employer will advise the Employee, in advance of the disciplinary meeting, of the nature of the meeting and of their right to have a union steward present at a disciplinary meeting. Failure to observe this undertaking shall not void the discipline.

ARTICLE 12 - JOB SECURITY: LAYOFF AND RECALL

- 12.01 A layoff will be defined as a reduction in the number of Bargaining Unit Employees or the elimination of one or more such Bargaining Unit positions which are occupied, or not, by Employees at the time of the elimination.
- 12.02 In the event of a proposed layoff or the elimination of a position within the bargaining unit, and prior to the employer issuing layoff notices, the employer shall provide at least sixty (60) calendar days advance notice to the union, except in cases of emergency. Following such notice, the employer shall meet with the union no later than twenty (20) days from the notice period to allow the union to make presentations or suggestions on elimination of any and all layoffs proposed. The Employer shall make the following information available, in writing, at the time of notice: List of names, seniority dates, classifications, status and program of affected employees.
- 12.03 When reducing the workforce the following shall apply, provided that the remaining Employees have the requisite qualifications, skill, and ability to perform the available work:
- a) contract, casual and part-time Employees in this order performing the work in question shall be laid off first;
 - b) thereafter, Employees having the least seniority in the affected classification shall be laid off;
 - c) An employee may elect to bump the least senior employee in a lower classification providing they have the immediate qualifications, skills and ability to meet the requirements of the job.
- 12.04 The employer will not use part-time or casual staff in such a way as to prevent the hiring of or displacement of permanent full-time positions. The Employer will not use agency or casual staff in such a way as to prevent the hiring of or displacement of part-time employees.

12.05 **Recall**

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for eighteen (18) months.

The Employer shall recall Employees in order of seniority to vacant Bargaining Unit positions with the same or lower wage rate for which they have the requisite qualifications, skill, and ability to perform the available work, for a period of eighteen (18) months from date of layoff. Employees shall have the right to refuse recall to any job classification except the classification from which they were initially laid off. Notice of recall shall be sent by registered mail to the last known address of the Employee, who shall respond to the recall notice within five (5) business days. An employee shall have the right to return to a position in the classification held prior to layoff should such a position become vacant during the eighteen (18) month period following layoff. In the event that there is more than one (1) person wishing to return to the same position, seniority shall be the deciding factor.

12.06 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 work shall not be required to accept such recall and may instead remain on layoff.

12.07 No new employees may be hired into a position until all those laid off have been given the opportunity of recall.

12.08 Any grievances concerning layoff and or recall shall be initiated at Step 2 of the grievance procedure.

ARTICLE 13 - HEALTH AND SAFETY

13.01 The Employer and the Union agree to abide by the *Occupational Health and safety act, RSO 1990*.

13.02 The Employer and the Union agree to mutually work together to maintain a safe working environment for all Employees, and to address in a timely manner any conditions that may be hazardous to the health and safety of all Employees. The Joint Health and Safety Committee (JHSC) shall maintain minutes of all meetings which shall be posted at all workplaces and with a copy to the Union President or designate.

13.03 A Joint Occupational Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. The Joint Occupational Health and Safety Committee shall hold meetings every

three (3) months or more frequently if required.

13.04 Time spent in Committee meetings and or investigations by Union Health and Safety representatives shall be considered as time worked at no loss of earnings or benefits to the Employee(s).

13.05 There shall be at least one (1), Union representative who will be a certified worker as defined under the *Occupational Health and Safety Act*.

Union representatives on the Joint Health & Safety Committee shall be entitled to such paid preparation time as is provided for under the Ontario Occupational Health & Safety Act.

13.06 The Employer shall provide orientation and training in Health and Safety to new and current employees on an ongoing basis and employees shall attend required Health and Safety training sessions.

13.07 **Bed Bug Infestation**

The Employer will provide the following support to those employees whose homes and/or vehicles become infested with bed bugs as a direct result of the performance of their employment duties in accordance with reasonable established precautionary measures.

An Employee may take up to three (3) days off, with pay, with supervisors' approval to address the issue.

The Employer will provide a vacuum and steam cleaner dedicated for the use of the employee(s) to prepare the infested area.

The Employer will develop and post prevention and treatment protocols for employee(s).

The Employer will designate the pest control company and treatment costs shall be invoiced to the Employer.

13.08 The Employer agrees to post the Workplace Violence and Harassment policy on its remote desktop folder.

13.09 **Incident/ Injury Reports**

The Joint Occupational Health and Safety Committee shall ensure that Incident/ Injury reporting forms are readily available to all employees.

The Union President and the JHSC Co-Chair will be made aware as soon as possible and provided a copy of Health and Safety incident report(s) or Hazard

report(s) when available. Discussion and review of the reports shall be a standing agenda item at Health and Safety Committee meetings.

ARTICLE 14 - STANDBY

14.01 An Employee who is required to remain available for duty on standby, outside of their scheduled working hours, shall receive a paid time off allowance in the amount of seven (7) regular hours earnings for all hours on standby per seven (7) day week. In addition to the seven (7) hours compensatory time, staff will be compensated for any time they are called upon to perform work related activities. During the hours of 11:00 p.m. and 7:00 a.m. and Saturday, Sunday and Stat Holidays staff will receive time and a half of compensatory time off.

ARTICLE 15 - HOURS OF WORK, OVERTIME AND SHIFT

- 15.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 15.02
- a) The normal hours of work shall be eight (8) hours per day and forty (40) hours per week.
 - b) 15.02 (a) is inclusive of a one (1) hour paid meal break.
 - c) The work week is Sunday 12:01 A.M. to Saturday midnight.
- 15.03
- a) The normal shift times shall be arranged to meet operating needs.
 - b) A work schedule will be posted two (2) weeks in advance.
- 15.04 Employees may be required to work during evening or weekend times. They may also be required to respond to emergency calls and/or carry a pager/cell phone.
- 15.05 Where an Employee is required to work in excess of forty (40) hours but less than forty-four (44) hours in a week, they shall be compensated at straight time off for the hours worked in lieu thereof.
- 15.06 Employees shall be compensated at the rate of time and one half (1 1/2) their straight time hourly rate or time off in lieu, at the discretion of the Employer, for all authorized hours worked in excess of forty-four (44) hours per week.
- 15.07 The time off in 15.05 and 15.06 above shall be taken within three (3) months of being accrued, except by supervisory approval. All time off will be based on the needs of the business.

15.08 Overtime worked must be authorized in advance by the Program Manager, or designate.

15.09 **Lead Hand**

There are occasions in the Employer's twenty-four (24) hour and twelve (12) hour sites where management is occasionally absent, for example, due to vacations or illness.

In order to enhance client services and continuity of support, the employer may assign a bargaining unit employee additional responsibilities on such occasions, and the employee will be paid an additional stipend equal to two dollars (\$2.00) per hour for such assigned duties.

Lead Hands who are assigned Standby Duty and use their personal cell phone during such period of assignment, will be entitled to claim an additional one dollar and fifty cents (\$1.50) per day.

Lead Hand assignments will be made on a rotational principle, where more than one (1) employee is eligible for a role at the work site.

In identifying the candidate to be chosen for "lead hand" responsibilities the employer will assess the skills and abilities of staff on the shift in which the assignment is to occur, taking into account such considerations as:

- Each employee's familiarity with and knowledge of the work site
- Maturity and leadership skills
- The need to allow for more than one (1) individual to become familiar with such additional duties
- Where all other factors are equal, seniority

Lead hand duties will be assigned for periods of one (1) full shift where as examples the following duties will be required:

- Payroll submission
- Advanced scheduling for the program
- Program expenses shift
- Ensure appropriate levels of petty cash and PIN money are available for the program
- Direct staff activities as authorized

Where Lead Hands are required to be On Call duty they will be compensated one (1) lieu time hour for each day On Call.

Lead Hands may assign work duties to employees.

Lead Hands will not impose disciplinary action against employees.

- 15.10 On occasion, with prior authorization, employees shall be permitted to switch shifts of equal time. Such mutual exchange will be communicated in writing to the supervisor by the employees involved.
- 15.11 Part-time and casual employees may be offered the opportunity to work at multiple locations.

ARTICLE 16- VACANCIES, PROMOTIONS AND TRANSFERS

- 16.01 In the event of a vacancy in a Permanent Full-time or Permanent Part-time position in the Bargaining Unit lasting more than (thirty) 30 days or the creation of a new Bargaining Unit position, the position will be posted. The posting shall be placed on all official bulletin boards for not less than seven (7) working days from the date of posting. The Union will be notified prior to the posting being circulated. The name of the successful candidate will be posted on the bulletin board for a period of seven (7) calendar days.
- 16.02 The posting shall contain the following:
- i) the job title and description;
 - ii) the reporting line;
 - iii) the hours of work and rate for the job;
 - iv) the qualifications and experience required to perform the job;
 - v) a brief description of the nature of the job;
 - vi) the deadline for applications and the location or person to whom applications shall be made.
- 16.03 Where the Employer posts a vacancy and where any employee in the same classification applies for such position, a lateral transfer, the most senior applicant who applied, and who has been in their current position for at least nine (9) months shall be confirmed into the position. If the vacancy is not filled in accordance with this procedure, then it will be filled in accordance with Article 16.05. This clause does not apply to new programs for the period of one (1) year.
- 16.04 Employees who have completed their probationary period may apply in writing for the posted job. Probationary employees will be considered prior to external applicants.
- 16.05 Where, at the Employer's discretion the skill, ability, and qualifications of Employees are relatively equal, the job shall be awarded to the most senior Employee who applied for the position.

- 16.06 The successful applicant shall be placed into the position for a trial period of thirty (30) days. If at any time during this period the Employer determines that the applicant is not suitable in the position or the employee feels that they are not suitable for the position, the applicant shall be returned to their former position.
- 16.07 The absence of an Employee while on Leave of Absence, Long-Term Disability, or Pregnancy/Parental leave shall not constitute a vacancy under this Article.
- Long Term-Disability or Pregnancy/Parental leaves which are expected to be more than six (6) months will be posted.
- 16.08 Nothing in this Agreement shall restrict the Employer's right to assign an Employee to another Bargaining Unit position on a temporary basis. At the end of the temporary assignment, the Employee shall return to their former position with no loss of the entitlements of that position.

ARTICLE 17 – JOB CLASSIFICATIONS

- 17.01 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the Job description at least thirty (30) calendar days in advance of the Employer implementing such a new or changed classification. The rate of pay shall be subject to negotiations between the Employer and the Union through the Joint Job Evaluation Committee. If the parties are unable to agree on the rate of pay for the job in question, such a dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of change of the job duties.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 General Leave

The Employer may, at its discretion, grant a leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leave of absence shall be in writing as far in advance as practical. During such personal leave an employee shall be allowed to continue enrollment in the Employer's benefit plan at their own expense, however, no sick leave or vacation will accrue for the duration of the leave.

18.02 **Bereavement Leave**

In the event of bereavement an Employee who would otherwise have been at work shall be entitled to paid bereavement leave at the rate of five (5) paid working days following the death of an immediate family member of an employee.

In the event of bereavement, a Part-time employee shall be entitled to bereavement leave at the rate of two (2) paid working days. The two days shall be taken at their next regularly scheduled shifts.

Immediate family member shall be defined to include: partner, child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandchild and legal guardian, aunt and uncle, niece & nephew. The immediate family members defined under this clause shall be read to include step relatives.

18.03 **Jury Duty and Witness Leave**

The Employer agrees that it will make up the difference between an Employee's regular rates and statutory pay, excluding travel and meal allowances, for Employees required to serve as a juror or subpoenaed as a Crown Witness, provided that such Employee will return to work each day, where reasonable, immediately upon being discharged from jury or witness duty. Written proof of the requirement to serve on a jury or as a subpoenaed Crown Witness will be required to support the request.

18.04 **Pregnancy, Parental and Adoption Leave**

Pregnancy, Parental and Adoption leaves will be granted in accordance with the *Employment Standards Act of Ontario*.

During the period of leave, the Employee may continue benefit coverage and in such case, the Employee and the Employer shall continue to pay their respective share of the cost.

SUB (Supplemental Employment Benefit) Plan

The objective of the plan is to supplement the employment insurance benefits received by workers for temporary unemployment as a result of pregnancy and/or parental which includes adoption leave.

Pregnancy Leave

The employee shall be paid SUB as follows:

- (i) For the initial EI waiting period no payments from the Employer; and
- (ii) for the following fifteen (15) weeks of leave. The SUB will bring the employee's earnings to eighty-five percent (85%) of the current regular weekly salary earned for the position for the duration of the period during which E.I. benefits are paid. Should a salary adjustment become effective during the seventeen (17) week SUB payment period, the top up will be to eighty-five percent (85%) of the new weekly salary.

Parental Leave

The Employee shall be paid SUB as follows:

- (i) For the initial EI waiting period, the employee receives no payments from the Employer (where applicable); and,
- (ii) For the remainder of such parental leave (of up to 35 weeks) the SUB will bring the employee's earnings to seventy-three percent (73%) of the current regular weekly salary earned for the position for the duration of the period during which E.I. benefits are paid. Should a salary adjustment become effective during the SUB payment period, the top up will be to seventy-three percent (73%) of the new weekly salary. Employees electing to take the extended parental leave available under the Ontario Employment Standards Act shall have their weekly SUB earnings pro-rated for the duration of the leave so that the total paid under the SUB plan will not exceed that paid for the thirty-five (35) week leave.

Employees do not have the right to SUB payments, except for supplementation of Employment Insurance benefits for the unemployment period as specified in the plan.

Requests for additional unpaid leave of up to six (6) months under this clause shall not be unreasonably denied, upon providing a minimum of four (4) weeks of notice. Employees may continue to be covered by the benefits plan provided they pay the full premium costs.

18.05 Education Leave

Permanent employees with two (2) years seniority or more will be eligible to take up to one (1) year education leave without pay or benefits and without loss of seniority. The permanent employee requesting the leave shall do so in writing three (3) months in advance, indicating the duration of the leave. Upon return from an education leave, the employee shall be reinstated in

their former position, if it still exists or to a comparable position if it does not.

ARTICLE 19 - DISCIPLINE

- 19.01 The Employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application. Formal discipline in accordance with the principles of progressive discipline may take the form of a verbal warning, written warning, suspension, or termination.
- 19.02 The Employer shall provide an Employee and the Union with written confirmation for any disciplinary action, which shall include the reasons for the action. No employee shall be disciplined or discharged except for just cause.

ARTICLE 20 - WAGES

- 20.01 The wages will be as set out in "Schedule A", and form part of the Collective Agreement.
- 20.02 An employee will progress within their salary range, in accordance with Schedule "A", until they reach the last step in their salary range. Where an Employee is promoted, a new anniversary date is established at the date of promotion.
- 20.03 The Employer shall pay salaries semi-monthly (twenty-four (24) pays per year) on the fifteenth (15th) day or the last business day before the fifteenth (15th) and the thirtieth (30th) or the last business day in the month in accordance with Schedule "A" attached hereto, and forming part of this Collective Agreement. On each payday an employee will be provided with an itemized statement of their wages and deductions.

ARTICLE 21 - PAID HOLIDAYS

- 21.01 Subject to 21.02, Employees will receive the following holidays with pay:

New Year's Day	Civic Holiday *
Family Day	Labour Day
Good Friday	Victoria Day
Thanksgiving Day	Christmas Day
Canada Day	3 Floating Holidays *
Boxing Day	

The holiday's identified by asterisk are not a statutory holiday.

- 21.02 A Permanent Full-time Employee shall be paid eight (8) hours at their base wage rate of pay for a paid holiday provided they work their scheduled day before and after the holiday, unless unable to do so for reasonable cause.
- 21.03 An Employee required to work on any of the above-mentioned holidays shall be paid for all work performed at their regular rate of compensation for all normal hours of work on that day and shall receive another day off with pay in lieu of the holiday to be scheduled at a time mutually agreed between the Employee and the Employer. Part-time and casual employees required to work on any of the above mentioned holidays shall be paid time and one half (1 ½) their regular rate of compensation for all hours worked on that day.
- 21.04 Where a paid holiday falls within an Employee's annual vacation or scheduled day off, such Employee shall receive an extra day in lieu of the paid holiday with pay at a time which is mutually agreed upon by the Employee and their Manager.
- 21.05 When a paid holiday falls on a Saturday or a Sunday, the Employer shall designate the date upon which it will be observed.
- 21.06 In accordance with the *Employment Standards Act*, holiday pay for part-time and casual employees shall be calculated by adding the regular wages and vacation pay payable in the four (4) work weeks before the work week in which the holiday occurred and divide this sum by twenty (20).

ARTICLE 22 - VACATIONS WITH PAY

- 22.01 Permanent Full-time employees will be eligible for vacations based upon the following schedule:
- During the first (1st) year of service: three (3) weeks of vacation at six percent (6%) of earnings.
 - Commencing at the second (2nd) year of service: four (4) weeks of vacation at eight percent (8%) of earnings.
 - Commencing the sixth (6th) year of service: five (5) weeks of vacation at ten percent (10%) of earnings.
 - Commencing the fourteenth (14th) year of service: six (6) weeks of vacation at twelve percent (12%) of earnings.
- A minimum of six (6) months' continuous service is required before paid vacation time can be taken.
- 22.02 a) Vacation must be taken at such times as are approved by their Manager having regard to the need to maintain efficient operations. Employees shall submit their requests for vacation in writing at least four (4) weeks

- prior to the date they wish to commence their vacation.
- b) If more than one (1) Employee submits requests at the same time for the same dates, the requests will be considered in order of seniority.
 - c) Vacation time is non-cumulative and must be taken not later than three months after the end of the employee's anniversary, except where explicitly authorized by the Manager.
- 22.03 Permanent Employees may take their vacation in a consecutive and unbroken manner up to a maximum of five (5) weeks subject to the provisions of Article 22.02.
- 22.04 Employees shall submit their annual vacation plan in writing to Management by March 31st of each year. Management shall respond to the request no later than May 1st. The application of seniority in Article 22.02 (b) shall apply to these requests only. Any applications for vacation submitted after this period shall be responded to in the order that they are received.
- 22.05 Where during vacation an Employee or immediate family member as defined in article 18.02, who depends on the employee for direct care becomes seriously ill or hospitalized, they may elect to use their accrued sick leave credits for the period of hospitalization or illness in place of vacation time provided that proof of such illness or hospitalization satisfactory to the Employer is provided for the period in question.
- 22.06 Vacation time for Permanent Part-time Employees is pro-rated based on the number of hours an Employee is assigned and normally works in a week. Permanent part-time employees shall receive vacation pay on each pay.
- 22.07 An Employee shall not accrue vacation credits during unpaid absences.
- 22.08 Where an Employees scheduled vacation is interrupted due to bereavement, the employee shall be entitled to take bereavement leave in accordance with Article 18.02. The portion of the Employees vacation which is deemed to be bereavement leave will not be calculated against the Employees vacation credits.

ARTICLE 23 - SICK LEAVE

- 23.01
- a) Paid sick leave credits are for the purposes of protecting a regular Permanent Full-time Employee against loss of income when legitimately ill or injured.
 - b) Sick leave credits may also be used for an illness of a close family member (e.g. life partner, child). Except in emergencies, time off because of illness of a close family member shall be approved in

advance with the Manager. The Employee is required to make alternative arrangements and to return to work as soon as possible.

- 23.02 Permanent Full-time Employees accumulate paid sick credits at a rate of one and one half (1 1/2) days each month or partial month worked to a total of eighteen (18) days per year, with a maximum carryover from year to year of thirty (30) days.
- 23.03 Sick leave credits will be used up on the basis of one (1) day (eight [8] hours) for each working day absent. Minimum units of sick time will be four (4) hours.
- 23.04 An Employee would be entitled to receive normal pay for each day of absence until sick leave credits have expired.
- 23.05 Where an employee's sick credits have expired, they may apply to receive E.I. benefits, and where approved, the employer will top up E.I. earnings to eighty-five percent (85%) of the employee's regular salary for the duration that E.I. benefits are provided.
- 23.06 Eligibility for the use of paid sick leave credits commences upon completion of the first month of service.
- 23.07 The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends. Sick leave credits have no cash value.
- 23.08 Employees are expected to arrange medical and dental appointments before and after work hours.
- 23.09 The Employer retains the right to substantiate any sick claim with satisfactory medical evidence. The Employer shall pay the full cost of any medical certificate required of an Employee.
- 23.10 **Reporting Absence**
- a) Employees shall report any absences to the Manager or designate, within four (4) hours of the start of the shift, where reasonable, on the first day of absence. The report shall indicate the reason and an estimate of the expected return to work.
 - b) The Employee shall regularly update the Manager as to the status of the illness and the expected return to work. The Manager will advise the Employee as to the frequency of such updates.
- 23.11 The Employer will safeguard and maintain appropriate confidentiality around employee medical information.

23.12 **Accommodation**

An employee unable to perform their normal work duties and requiring an accommodation by the employer shall inform the employer of such a request. Any request shall be supported by medical documentation. Assignment to alternate duties or any other accommodation will be undertaken by the employer in compliance with the *Human Rights Code* and or any other applicable Act and Statute. An employee shall have a union representative at any meeting related to the employee's return to work from illness or injury unless the employee elects to attend without representation and declares it in writing with a copy to the Union.

The Employer shall notify the Union where an accommodation has been requested or where it has been determined that an employee is unable to return to the full duties of their position. Upon request, the Employer shall meet with the Union to discuss any accommodation arrangements.

The Employer and the Union agree to cooperate in facilitating the return to work of employees with injuries or disabilities. The Employer and the Union further agree that ongoing and timely communication by all participants in the process is essential to the success of this process. Monitoring and evaluation of the Accommodation Plan will be reviewed at least annually.

ARTICLE 24 - EMPLOYEE BENEFITS

24.01 The Employer agrees to pay the premiums only in respect of the benefit coverage provided in the benefit booklet. Any Employee who is not laid off may be eligible for coverage under the plan and to the receipt of benefits from the plan in accordance with the terms and conditions of the plan.

Permanent Full-time employees shall pay the full premium cost for Long Term Disability Insurance.

ARTICLE 25 - PENSION PLAN

25.01 All eligible Permanent Full-time employees shall participate in the Registered Pension Plan (Industrial Alliance Financial Group) commencing the first (1st) day of the month following the completion of one (1) year of continuous service.

All eligible Permanent Part-time employees shall participate in the Registered Pension Plan commencing upon completion of two (2) years of continuous service and earned at least 35% of the YMPE or worked 700 hours in each of the two (2) previous calendar years.

Regeneration House Inc. will contribute to the Registered Pension Plan on behalf of each member, an amount equal to four percent (4%) of the member's annual earnings.

Members shall contribute one percent (1%) of their annual earnings, and Regeneration House Inc. will contribute an additional two percent (2%) of the member's annual earnings. A member may elect to make additional voluntary contributions but Regeneration House Inc. will not contribute any further contributions.

- 25.02** The Employer agrees that in any Pension Plan decision including a change in the Plan Provider that the Union will be notified sixty (60) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

ARTICLE 26 - EXPENSES

- 26.01 The Employer recognizes the necessity of Employees to travel to complete required job duties. The mode of transportation allowed and remuneration for travel are per organizational operating policies.
- a) An Employee who is required to travel on public transportation for business-to-business travel may claim up to one-hundred percent (100%) of the cost of a monthly METRO pass. An Employee who travels less often shall be reimbursed for the trips that they make at the bulk ticket cost.
 - b) An Employee who uses their car for business-to-business travel shall be reimbursed forty-five cents (¢0.45) per kilometer, up to a maximum of one-hundred percent (100%) of the value of a monthly METRO pass.
 - c) No parking fines or fines connected to driving violations will be paid for by the employer.
 - d) The Employer will pay for parking costs incurred directly in connection to community work outside the office.

ARTICLE 27 - DEVELOPMENT AND TRAINING

- 27.01 It is understood and agreed that employees will take part in activities that contribute to their professional development and increase their job competency.
- 27.02 Development and training sponsored or supported by the Employer shall be dependent on available funding and program objectives.

27.03 Final approval for individual development and training proposals shall rest with the Employer.

ARTICLE 28 - PART-TIME, CASUAL AND CONTRACT EMPLOYEES

28.01 Permanent Part-time, Casual and Contract employees shall be entitled to such benefits as provided in the *Employment Standards Act*.

28.02 Seniority accrued in Permanent Part-time service shall be interchangeable with that accrued during Full-time service.
Casual and Contract employees shall not accrue seniority for any purpose except as provided under clause 9.03.

ARTICLE 29 - PERFORMANCE APPRAISAL

29.01 An annual performance appraisal for each employee will be completed by the Program Manager and/or designate. This will be completed within two (2) months of the anniversary date of each employee. The annual performance appraisal will be supplemented throughout the year with ongoing supervisory feedback.

ARTICLE 30 - MISCELLANEOUS

30.01 Bulletin Boards

The Employer shall provide bulletin boards at each program site office including the Administrative Office upon which the Union shall have the right to post notices. The Union agrees to present any notices that it intends to post for approval, which shall not be unreasonably withheld.

30.02 The Employer agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring, reorganization, full or partial amalgamation which affect bargaining unit employees.

If the Employer is considering any restructuring, reorganization, full or partial amalgamation or merger which will have an effect on bargaining unit employees, it agrees to notify the Union in writing sixty (60) calendar days prior to any intent by the Employer to implement the above.

The written notice shall include information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the

bargaining unit employees likely to be affected by such changes including the number of bargaining unit employees, job titles, location of employees likely to be affected by the initiative and the affect, if any, the change may have on working conditions and terms of employment of the bargaining unit employees affected to the best of the employer's knowledge at the time.

The Employer will meet with the Union within thirty (30) days of sending the notice.

- 30.03 Where a transfer, sale, restructuring, merger or amalgamation, whether in whole or in part, creates a requirement and/or preference for incumbents in a position to have new or greater education, qualification, skills and/or knowledge, the Employer will provide employees with the necessary training and/or education with no loss of pay or benefits.
- 30.04 In the event the Employer implements any reduction, closure, transfer or sale of programs, services, or supports, whether in whole or in part, and/or any restructuring, merger and/or amalgamation, whether in whole or in part, the Employer will ensure that Employees will be credited with all service acquired prior to the change and all service based entitlements will be recognized by the new Employer. No employee will suffer loss of employment as a direct result of a potential merger or amalgamation with Storefront Humber Inc. and Four Villages Community Health Centre.

ARTICLE 31 - DURATION

- 31.01 This Agreement, which supersedes all previous Agreements or practices, written, express or implied, will continue in effect from October 12, 2019 to and including October 11, 2022. Notice that either party wishes to amend the terms hereof or terminate the said Agreement may only be given a period of ninety (90) to thirty (30) days preceding the 11th day of October, 2022.
- 31.02 Not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination or any subsequent anniversary date, either party may notify the other of their desire to negotiate amendments.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officers or representatives as of this

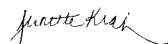
FOR THE EMPLOYER:

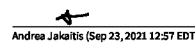




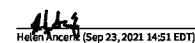
Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:





Andrea Jakaits (Sep 23, 2021 12:57 EDT)



Helen Ancer (Sep 23, 2021 14:51 EDT)

**LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891**

Re: Contracting Out

The Employer has no present plans to contract out work of the bargaining unit.

Dated this 22nd day of September, 2021.

FOR THE EMPLOYER:

Alison Hunt

Diane Lino
Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:

Justine Kish

Andrea Jakaitis
Andrea Jakaitis (Sep 23, 2021 12:57 EDT)

Helen Ancerik
Helen Ancerik (Sep 23, 2021 14:51 EDT)

**LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891**

Re: Technological Change

Where it is reasonable to do so, the Employer shall provide the Union thirty (30) days notice of any technological changes. The notice will include the nature of the change, the anticipated date, and the anticipated effect that such a change will have on bargaining unit Employees. The employer will endeavour to support affected bargaining unit employees to adjust to technological changes and may provide training where necessary.

Dated this 22nd day of September, 2021.

FOR THE EMPLOYER:

Alison Heat

Diane Lino
Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:

Juette Kralj

Andrea Jakaitis
Andrea Jakaitis (Sep 23, 2021 12:57 EDT)

Helmi Ance
Helmi Ance (Sep 23, 2021 14:51 EDT)

LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891

Re: Eligibility for RCS Staff Bursary Fund

1. Must have been employed Full-time/Part-time for at least two (2) years and in good standing. Part-time employees must have worked a minimum number of hours equivalent to two (2) years of a Full-time equivalent.
2. The course being applied for has to be relevant and will benefit the services provided by RCS.
3. Approval will be required to ensure that the time used for courses does not have a detrimental impact on services provided.
4. It is expected that any recipient of the bursaries will continue as a full-time employee of RCS to ensure the reciprocal, benefit of their educational experience.
5. In the event a staff member is terminated after their application is received, no funds will be reimbursed.
6. Staff members must pass courses to receive reimbursement. Report of grades and tuition fee receipts must also be submitted.
7. The amount distributed to the funds will be decided annually based on available funds and the requests received.

Dated this 22nd day of September, 2021.

FOR THE EMPLOYER:

Alison Heat

D Lino

Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:

Justine Kraus

Andrea Jakaitis

Andrea Jakaitis (Sep 23, 2021 12:57 EDT)

Helen Ancelet

Helen Ancelet (Sep 23, 2021 14:51 EDT)

**LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891**

Re: Personal Email Addresses

The Employer agrees to permit the Union to send out an email to the Employer's global email list semi-annually requesting that bargaining unit employees respond with their personal email addresses.

Dated this 22nd day of September, 2021.

FOR THE EMPLOYER:

Alison Hunt

Diane Lino
Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:

Janette Kras

Andrea Jakaitis
Andrea Jakaitis (Sep 23, 2021 12:57 EDT)

Helena Ancer
Helena Ancer (Sep 23, 2021 14:51 EDT)

LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891

Re: Property Maintenance Worker Wage Rate

It is agreed that the current incumbent Mark Mcleod is grandfathered at the rate of \$51,110.97 effective October 12, 2018. In the event that the current incumbent vacates this position by resigning, transferring, accepting a promotion or retiring, any newly hired person into this classification would start at the starting wage rate as per the Collective Agreement.

Dated this 22nd day of September, 2021.

FOR THE EMPLOYER:

Alison Hunt

D Lino
Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:

Justine Kujala

A
Andree Jakaitis (Sep 23, 2021 12:57 EDT)

Helen Ancelet
Helen Ancelet (Sep 23, 2021 14:51 EDT)

**LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891**

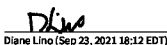
Re: Scheduling

In an effort to minimize the use of Agency Staffing, the Employer will implement scheduling protocols and evaluate them on an ongoing basis.

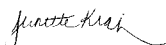
Dated this 22nd day of September, 2021.

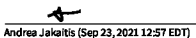
FOR THE EMPLOYER:

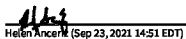



Diane Lino (Sep 23, 2021 18:12 EDT)

FOR THE UNION:




Andrea Jakaitis (Sep 23, 2021 12:57 EDT)


Helen Ancer (Sep 23, 2021 14:51 EDT)

**LETTER OF UNDERSTANDING
between
REGENERATION HOUSE INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4891**

Re: Minimizing Use of Agency Staff

In an effort to minimize the use of Agency Staffing, the Employer will implement scheduling protocols and evaluate them on an ongoing basis, subject to an evolving sense of which practices are most practical. As an initial approach, the following methods will be used and may be adjusted over time.

Filling Shifts in Advance by Management

- Shift availability will be reported to the supervisor by the 10th of the month by 5pm via text or email.
- If the 10th falls on a holiday it will be reported the working day prior to the holiday.
- If the 10th falls on a weekend then it will be reported on the Friday prior.
- Staff are welcome to send their availability before the 10th however it will not result in priority being given for the shifts requested.
- Schedule will be posted on the 15th of the previous month.
- Within 3 days of shifts not being covered by internal RCS staff, agency is called to fill the shifts 3 days ahead of time. This is particularly important for stat holidays.
- If staff availability changes, they can indicate to management that they are now available for a shift where agency is scheduled and the agency can be cancelled if given 24 hours' notice without charge to the Employer.

Day of Scheduling

- A Scheduling app will be explored.
- Group texting may be used to communicate available shifts.
- Vacant Shift Call around form - Will be used by on site staff who need to fill a shift. The form will be available at all sites to support scheduling of staff for available shifts. The form will be completed by the staff trying to fill available shifts and staff will indicate responses from those staff offered the shift. The form will have the order of staff in which shifts should be offered.
- It will be expected that any staff trying to fill an available shift will use the protocols developed.

Dated this 22nd day of September, 2021.

FOR THE EMPLOYER:

Alison Heat

D Lino
Diane Lino (Sep 23, 2021 16:12 EDT)

FOR THE UNION:

Jurica Kralj

Jurica Kralj
Andrea Jakaitis (Sep 23, 2021 12:57 EDT)

Helen Ancerle
Helen Ancerle (Sep 23, 2021 14:51 EDT)

Schedule "A"

Classification October 12, 2019	Year 1			Year 2			Year 3			
	Original Base	After PE Increase	Hourly	Original Base	After PE Increase	Hourly	Original Base	After PE Increase	Hourly	
Case Manager	\$50,413.21	\$50,995.61	\$24.52	\$51,473.58	\$52,055.98	\$25.03	\$52,976.78	\$53,559.18	\$25.75	
Residential Support Worker & Mobile RSW	\$44,109.22	\$44,691.62	\$21.49	\$45,322.33	\$45,904.73	\$22.07	\$46,582.68	\$47,165.08	\$22.68	
Peer Support Worker	\$40,217.17	\$40,799.57	\$19.62	\$41,021.51	\$41,603.91	\$20.00	\$41,843.43	\$42,425.83	\$20.40	
Peer Support Coordinator	\$48,317.55	\$48,899.95	\$23.51	\$49,283.90	\$49,866.30	\$23.97	\$50,269.58	\$50,851.98	\$24.45	
Property Maintenance Worker	\$41,021.51	\$41,021.51	\$19.72	\$42,248.90	\$42,248.90	\$20.31	\$43,321.36	\$43,321.36	\$20.83	Mark Macleod \$51,110.97
Housekeeping Worker	\$33,392.52	\$33,392.52	\$16.05	\$34,588.04	\$34,588.04	\$16.63	\$35,798.95	\$35,798.95	\$17.21	
Cook	\$33,949.62	\$33,949.62	\$16.32	\$35,145.14	\$35,145.14	\$16.90	\$36,357.16	\$36,357.16	\$17.48	
Housing Support Worker	\$46,731.03	\$47,313.43	\$22.75	\$47,927.65	\$48,510.05	\$23.32	\$49,169.33	\$49,751.73	\$23.92	
Concierge	\$43,500.00	\$44,082.40	\$21.19	\$44,152.50	\$44,734.90	\$21.51	\$44,814.79	\$45,397.19	\$21.83	
Part Time Peer Support Worker	\$19.34	\$19.62	\$19.62	\$19.72	\$20.00	\$20.00	\$20.11	\$20.40	\$20.40	
Part Time RSW	\$21.22	\$21.49	\$21.49	\$21.79	\$22.07	\$22.07	\$22.41	\$22.68	\$22.68	
Part Time Concierge	\$20.91	\$21.19	\$21.19	\$21.23	\$21.51	\$21.51	\$21.55	\$21.83	\$21.83	
Casual RSW	\$17.32	\$17.60	\$17.60							
Casual Cook	\$16.32	\$16.32	\$16.32							
Casual Housekeeping	\$16.05	\$16.05	\$16.05							
Casual Peer Support	\$17.32	\$17.60	\$17.60							

1% of Payroll (Pay Equity)

[.28/cents] (1% PE Adjustment) - Case Manager, RSW, PSW, PS Coordinator

No Change

a. Property Maintenance - Male Job Class

b. Housekeeper / Cook - No 1% is required, as entire wage gap is included in the retro adjustment period of 2014 - 2019

Note: The 1% Pay Equity adjustment has been estimated based upon 2019 hours and payroll. This will be adjusted once each year's actuals are known.

Classification April 1, 2020	Year 1			Year 2			Year 3			
	Base Before PE	After PE Increase	Hourly	Base Before PE	After PE Increase	Hourly	Base Before PE Increase	After PE Increase	Hourly	
Case Manager	\$50,995.61	\$52,285.21	\$25.14	\$52,055.98	\$53,345.58	\$25.65	\$53,559.18	\$54,848.78	\$26.37	
Residential Support Worker & Mobile RSW	\$44,691.62	\$45,981.22	\$22.11	\$45,904.73	\$47,194.33	\$22.69	\$47,165.08	\$48,454.68	\$23.30	
Peer Support Worker	\$40,799.57	\$42,089.17	\$20.24	\$41,603.91	\$42,893.51	\$20.62	\$42,425.83	\$43,715.43	\$21.02	
Peer Support Coordinator	\$48,899.95	\$50,189.55	\$24.13	\$49,866.30	\$51,155.90	\$24.59	\$50,851.98	\$52,141.58	\$25.07	
Property Maintenance Worker	\$41,021.51	\$41,021.51	\$19.72	\$42,248.90	\$42,248.90	\$20.31	\$43,321.36	\$43,321.36	\$20.83	Mark MacLeod \$51,110.97
Housekeeping Worker	\$33,392.52	\$34,099.72	\$16.39	\$34,588.04	\$35,295.24	\$16.97	\$35,798.95	\$36,506.15	\$17.55	
Cook	\$33,949.62	\$34,656.82	\$16.66	\$35,145.14	\$35,852.34	\$17.24	\$36,357.16	\$37,064.36	\$17.82	
Housing Support Worker	\$47,313.43	\$48,603.03	\$23.37	\$48,510.05	\$49,799.65	\$23.94	\$49,751.73	\$51,041.33	\$24.54	
Concierge	\$44,082.40	\$45,372.00	\$21.81	\$44,734.90	\$46,024.50	\$22.13	\$45,397.19	\$46,686.79	\$22.45	
Part Time Peer Support Worker	\$19.62	\$20.24	\$20.24	\$20.00	\$20.62	\$20.62	\$20.40	\$21.02	\$21.02	
Part Time RSW	\$21.49	\$22.11	\$22.11	\$22.07	\$22.69	\$22.69	\$22.68	\$23.30	\$23.30	
Part Time Concierge	\$21.19	\$21.81	\$21.81	\$21.51	\$22.13	\$22.13	\$21.83	\$22.45	\$22.45	
Casual RSW	\$17.60	\$18.22	\$18.22							
Casual Cook	\$16.32	\$16.66	\$16.66							
Casual Housekeeping	\$16.05	\$16.39	\$16.39							
Casual Peer Support	\$17.60	\$18.22	\$18.22							

1% of Payroll (Pay Equity)

a. [.28/cents] (1% PE Adjustment) - Case Manager, RSW, PSW, PS Coordinator

Retro (Pay Equity)

d. [.34/cents] (Retro Payment) - Case Manager, RSW, PSW, PS Coordinator, Cook, Housekeeper

Note: The 1% Pay Equity adjustment has been estimated based upon 2019 hours and payroll. This will be adjusted once each year's actuals are known.

Classification April 1, 2021	Year 1			Year 2			Year 3			
	Base Before PE	After PE Increase	Hourly	Base Before PE	After PE Increase	Hourly	Base Before PE Increase	After PE Increase	Hourly	
Case Manager	\$52,285.21	\$53,574.81	\$25.76	\$53,345.58	\$54,635.18	\$26.27	\$54,848.78	\$56,138.38	\$26.99	
Residential Support Worker & Mobile RSW	\$45,981.22	\$47,270.82	\$22.73	\$47,194.33	\$48,483.93	\$23.31	\$48,454.68	\$49,744.28	\$23.92	
Peer Support Worker	\$42,089.17	\$43,378.77	\$20.86	\$42,893.51	\$44,183.11	\$21.24	\$43,715.43	\$45,005.03	\$21.64	
Peer Support Coordinator	\$50,189.55	\$51,479.15	\$24.75	\$51,155.90	\$52,445.50	\$25.21	\$52,141.58	\$53,431.18	\$25.69	
Property Maintenance Worker	\$41,021.51	\$41,021.51	\$19.72	\$42,248.90	\$42,248.90	\$20.31	\$43,321.36	\$43,321.36	\$20.83	Mark MacLeod \$51,110.97
Housekeeping Worker	\$34,099.72	\$34,307.72	\$16.49	\$35,295.24	\$35,503.24	\$17.07	\$36,506.15	\$36,714.15	\$17.65	
Cook	\$34,656.82	\$35,218.42	\$16.93	\$35,852.34	\$36,413.94	\$17.51	\$37,064.36	\$37,625.96	\$18.09	
Housing Support Worker	\$48,603.03	\$49,892.63	\$23.99	\$49,799.65	\$51,089.25	\$24.56	\$51,041.33	\$52,330.93	\$25.16	
Concierge	\$45,372.00	\$46,661.60	\$22.43	\$46,024.50	\$47,314.10	\$22.75	\$46,686.79	\$47,976.39	\$23.07	
Part Time Peer Support Worker	\$20.24	\$20.86	\$20.86	\$20.62	\$21.24	\$21.24	\$21.02	\$21.64	\$21.64	
Part Time RSW	\$22.11	\$22.73	\$22.73	\$22.69	\$23.31	\$23.31	\$23.30	\$23.92	\$23.92	
Part Time Concierge	\$21.81	\$22.43	\$22.43	\$22.13	\$22.75	\$22.75	\$22.45	\$23.07	\$23.07	
Casual RSW	\$18.22	\$18.84	\$18.84							
Casual Cook	\$16.66	\$16.93	\$16.93							
Casual Housekeeping	\$16.39	\$16.49	\$16.49							
Casual Peer Support	\$18.22	\$18.84	\$18.84							

1% of Payroll (Pay Equity)

a. [.28/cents] (1% PE Adjustment) - Case Manager, RSW, PSW, PS Coordinator

Retro (Pay Equity)

d. [.34/cents] (Retro Payment) - Case Manager, RSW, PSW, PS Coordinator

e. [.10/cents] (Retro Payment) - Housekeeper

f. [.27/cents] (Retro Payment) - Cook

Note: The 1% Pay Equity adjustment has been estimated based upon 2019 hours and payroll. This will be adjusted once each year's actuals are known.

* Casual Employees shall receive vacation pay on each pay.

*The Housing Support Worker, Concierge, Casual RSW, Casual Cook, and Casual Housekeeper job classifications will go through a Job Evaluation Process by the Joint Job Evaluation Committee