

Collective Agreement

Street Health

Health

(hereinafter referred to as “the Employer”)

-and-

**Canadian Union of Public Employees,
Local 7797**

***CUPE* 7797**



(hereinafter referred to as “the Union”)

February 1st 2020 to January 31st 2024

Table of Contents

MISSION STATEMENT.....	3
ARTICLE 1 – PREAMBLE.....	3
ARTICLE 2 – SCOPE AND RECOGNITION.....	3
ARTICLE 3 – HUMAN RIGHTS.....	6
ARTICLE 4 – UNION SECURITY AND UNION MEMBERSHIP.....	7
ARTICLE 5 – LABOUR/MANAGEMENT RELATIONS.....	8
ARTICLE 6 – MANAGEMENT RIGHTS.....	9
ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE.....	10
ARTICLE 8 – STRIKES AND LOCKOUTS.....	13
ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE.....	13
ARTICLE 10 – PERSONNEL FILES.....	14
ARTICLE 11 – SENIORITY.....	15
ARTICLE 12 – LOSS OF SENIORITY.....	15
ARTICLE 13 – VACANCIES, PROMOTIONS AND STAFF CHANGES.....	16
ARTICLE 14 – PROBATION.....	17
ARTICLE 15 – LAYOFF AND RECALL.....	18
ARTICLE 16 – HOURS OF WORK.....	19
ARTICLE 17 – OVERTIME AND PREMIUM PAYMENT.....	20
ARTICLE 18 – LEAVES OF ABSENCE.....	21
ARTICLE 19 – WAGES AND ALLOWANCES.....	25
ARTICLE 20 – OPTIONAL MATCHING RRSP CONTRIBUTIONS.....	26
ARTICLE 21 – BENEFITS.....	27
ARTICLE 22 – PAID HOLIDAYS.....	29
ARTICLE 23 – VACATIONS.....	30
ARTICLE 24 – SICK LEAVE.....	32
ARTICLE 25 – WORKERS’ COMPENSATION.....	33
ARTICLE 26 – MODIFIED WORK.....	33
ARTICLE 27 – JOB CLASSIFICATIONS.....	34
ARTICLE 28 – OCCUPATIONAL HEALTH & SAFETY.....	34
ARTICLE 29 – COPIES OF AGREEMENT.....	34
ARTICLE 30 - MULTI-SECTOR PENSION PLAN REQUIRED COLLECTIVE AGREEMENT LANGUAGE.....	35
ARTICLE 31 – DURATION.....	37
SCHEDULE 'A' – WAGES.....	39
LETTER OF UNDERSTANDING #1.....	41

No CONTRACTING OUT.....	41
LETTER OF UNDERSTANDING #2.....	42
ANTI-HARASSMENT AND ANTI DISCRIMINATION POLICY AND PROGRAM.....	42
LETTER OF UNDERSTANDING #3.....	51
EXTERNAL HIRING	51
LETTER OF UNDERSTANDING #4.....	52
EMPLOYEE EXPENSES.....	52
LETTER OF UNDERSTANDING #5.....	53
FLEXIBLE HOURS OF WORK	53
LETTER OF UNDERSTANDING #6.....	54
GUIDELINES FOR NON-DISCIPLINARY MEETINGS.....	54
LETTER OF UNDERSTANDING #7.....	56
RELIEF EMPLOYEES.....	56
LETTER OF UNDERSTANDING #8.....	57
LETTER OF UNDERSTANDING #9.....	58
INVESTING IN NEIGHBOURHOODS (IIN) FUNDED POSITIONS.....	58
LETTER OF UNDERSTANDING #10.....	59
LETTER OF UNDERSTANDING #11.....	60

MISSION STATEMENT

Street Health works to improve the health and well being of homeless and under-housed individuals in southeast Toronto by addressing the social determinants of health through programs, services, education and advocacy.

ARTICLE 1 – PREAMBLE

- 1.01** The purpose of this Agreement is to establish orderly and 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 for all Employees who are subject to the provisions of this Agreement.
- 1.02** Any reference to the female gender shall be deemed to include the male gender and vice versa, where required by context.
- 1.03** Where the singular provision is used in this Agreement, it shall be deemed to include the plural and vice versa, where required by context.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive Bargaining Agent of all Employees of Street Health in the city of Toronto, save and except supervisors, persons above the rank of supervisors, Maintenance, and I.T. Employees.
- 2.02** The Employer shall not use volunteers in a way that results in Employee layoffs.
- 2.03** a) A Full-time Employee shall be defined as an Employee who works on a regularly scheduled basis for more than twenty-four (24) hours per week.

- b) A Part-time Employee shall be defined as an Employee who works on a regularly scheduled basis for less than twenty-four (24) hours per week. Part-time Employees, who regularly work twenty (20) hours per week on a regular basis, shall be eligible for Employee benefits in accordance with the eligibility requirements and terms of the Employer's benefit plans.
- c) Relief Employees are hired to work on a casual basis to fill in on a daily or short-term basis to cover for an Employee's absence or when Employees are otherwise away from their normal duties, and to assist with peak load situations. They may also perform work while a vacancy is being filled.

A Relief Employee may decline an assignment without penalty from the Employer. Notwithstanding this, an Employee who is not on a leave of absence and who fails to accept any work assignments over a six (6) month period shall be deemed to have terminated her employment.

Relief Employees will be exempt from the following articles in this Collective Agreement:

Article 11	-	Seniority
Article 12	-	Loss of Seniority
Article 15	-	Layoff and Recall
Article 18	-	Leaves of Absence
Article 20	-	Optional Matching RRSP Contributions
Article 21	-	Benefits
Article 22	-	Paid Holidays
Article 23	-	Vacations
Article 24	-	Sick Leave

2.04 Contract Work

- a) A Contract Employee is an Employee who is hired for a specific period of less than fifteen (15) months, to meet short term or emergency staffing needs such as replacing a Full-time or Part-time Employee who is on an authorized leave of absence, or when short term funding is available for specific purposes. Internal Employees will be considered for temporary work opportunities before outside resources are considered.

- b) A Contract Employee who is offered and accepts a regular position during their employment or within six (6) months after their contract has ended, shall be credited with seniority from their first date of hire. In the event that a Contract Employee is awarded a new position prior to the completion of their current contract, their appointment to the new position may be delayed until such time the contract is completed.
- c) Contract Employees employed for up to fifteen (15) months will be covered by all provisions of this Collective Agreement save and except as follows:
 - i) Layoff and recall as set out in Article 15
 - ii) Leave of absence as set out in Article 18.01
- d) Contract Employees employed for more than fifteen (15) months will be entitled to all rights under this Collective Agreement, including seniority.
- e) The term of the contract work will be defined at the time of posting, however, may be shorter should the Employee being replaced return to their position earlier than expected.
- f) Once a Contract Employee's position exceeds fifteen (15) months, the position will be a permanent bargaining unit position and the incumbent will be installed in it as a permanent Employee as per Article 2.03 a) or 2.03 b) above.

2.05 All Employees covered by the terms of this Agreement shall enjoy the rights and privileges of this Agreement, except where specifically excluded. No Employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives that is in conflict with the terms of this Collective Agreement.

2.06 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. The Union will supply the Employer with the names of its Officers and the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.

2.07 a) Time spent by the Union Steward in grievance meetings with the Employer shall be paid time. It is understood that Stewards will not absent themselves

from their work to deal with grievances without first obtaining permission from their supervisor. Such permission will not be unreasonably withheld.

- b) Union officials who are part of joint committees under this Collective Agreement or who participate in other meetings with management will not suffer any loss of pay for scheduled hours missed during these meetings.

2.08 No person shall engage in any Union activity on Employer time within the Employer premises, except as expressly provided in this Agreement or as otherwise agreed by the Parties.

2.09 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, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations of the Employer. Access shall not be unreasonably denied.

ARTICLE 3 – HUMAN RIGHTS

3.01 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, gender identity, gender expression, age, record of offences, marital status, family status or disability, pursuant to the provisions of the Ontario Human Rights Code.

3.02 The Employer shall not discriminate, intimidate or harass any Employee because of any Employee's membership or non-membership in the Union or because of activity or lack of activity in the Union.

3.03 The Employer will ensure that the workplace is free of harassment, pursuant to the provisions of the Ontario Human Rights Code.

3.04 The Parties agree to comply with the Ontario Human Rights Code.

ARTICLE 4 – UNION SECURITY AND UNION MEMBERSHIP

- 4.01** The Parties hereto agree to compulsory check-off of Union dues for all Employees who come within the bargaining unit. The amount to be deducted shall be the regular Union dues or assessments as established by the Union.
- 4.02** Unless otherwise directed by the Local Union in writing to the Employer, Union dues shall be deducted from an Employee's biweekly pay and shall be forwarded by the fifteenth (15th) of the following month to the Office of the National Secretary-Treasurer. The cheque shall be accompanied by a list of Employees, their names, addresses and phone numbers for whom such deductions are made, and specify the amounts deducted from each, the total wages earned, their respective classifications, their respective wage rate, and if no deductions are made the reasons for such failure to deduct. The statement will also indicate hirings, transfers, promotions, layoffs, recalls, resignations, retirements, deaths and terminations of employment. A copy of this statement will also be provided to the Local's Vice-President for the Street Health Bargaining Unit.
- 4.03** 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.
- 4.04** When Income Tax T-4 slips are prepared, the Employer will record on each slip the total amount of regular Union dues deducted during the subject year from the Employee's wages, pursuant to this Article.
- 4.05** The Employer will advise potential bargaining unit Employees of the fact that the Union has bargaining rights, and that such Employees will be subject to the Union Security and Dues Check-off provisions contained in this Collective Agreement.

The Employer will advise the Union, in writing, of all new hires in the workplace and agrees to provide a Union Steward with an opportunity to meet with new Employees for a period of fifteen (15) minutes during the orientation of the new Employee without loss of regular earnings.

4.06 All official correspondence between the Parties arising out of this Agreement shall pass to and from the Executive Director (or designate) and the President (or designate) of the Local Union.

4.07 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.

ARTICLE 5 – LABOUR/MANAGEMENT RELATIONS

5.01 Labour/Management Committee

- a) A Labour/Management Committee shall be established consisting of two (2) representatives from the Union and two (2) from the Employer. An Employer representative and a Union representative shall alternate acting as chairperson.
- b) The Committee shall meet quarterly, or more frequently upon mutual agreement, for the purpose of discussing matters of mutual concern.
- c) An agenda will be agreed upon by the Co-chairpersons and shall be distributed to the committee members at least two (2) working days prior to the meeting. The Parties shall alternate in providing the Secretary to the Committee and minutes of such meetings will be prepared and provided to all committee members.
- d) The pay and benefits for the two (2) Union representatives shall be continued while they attend meetings with the Employer during regular working hours.
- e) Either Party may bring one (1) additional attendee to a meeting at their own expense, provided that one (1) week's notice is given to the other Party.
- f) The Committee shall not have the power to alter, amend or modify the specific terms of this Agreement.
- g) The Committee shall not discuss matters that are filed in the Grievance and Arbitration procedures, except by mutual agreement.

- h) New or changed policies that impact on the working conditions of the bargaining unit members will be provided to the Union in advance and may be discussed at the Labour/Management Meeting.

5.02 Stewards

The Employer will recognize the selection of three (3) Stewards (with one of these being an alternate) who have completed their probationary period. The Employer shall be advised of their name and shall be notified of any changes when they occur.

5.03 Bargaining Committee

A Union Bargaining Committee shall consist of not more than two (2) members (and one alternate) as selected by the Union. Committee members attending direct negotiations with the Employer for the renewal of the Collective Agreement shall be compensated by the Employer for time lost from scheduled shifts up to a maximum total of six (6) days.

- 5.04** Where it is reasonably able to do so, the Employer shall provide the Union with at least sixty (60) calendar days written notice of any technological and/or organizational change, including merger or amalgamation discussions. Such notice will include the nature of change, and the anticipated effect that such change will have on bargaining unit Employees and the number of Employees likely affected. At the request of either Party, a Labour/Management meeting may be convened to provide opportunity to discuss any concerns or questions relating to such change.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01** 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 assignment of work, and the size and composition of the workforce.

6.02 The Employer agrees that it will exercise its rights in a fair and reasonable manner and in accordance with the provisions of this Agreement.

6.03 It is agreed that the exercise of any of these rights that are in conflict with the express provisions of this Collective Agreement shall be subject to the grievance procedure contained herein.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 A grievance shall be defined as any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, including whether the matter is arbitrable. The reasons for a grievance, the date of the occurrence, the remedy sought and an indication, where possible, of the provisions of this Agreement alleged to have been violated shall be submitted in writing within the time limits provided herein and shall be signed by the Employee and a Steward. At each step of the grievance procedure, the grievor shall have the right to be present.

7.02 Complaint

If an Employee has a complaint they are encouraged to settle the dispute informally with her Manager as soon as possible and no later than within five (5) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the Employee. Where the subject of the complaint is the Employees' manager, such complaint may be directed to the Executive Director. For complaints dealing with the Executive Director, the Employee Policy Manual as of September 2011 will be relied upon. The responsible Manager shall give her oral response to the complaint within five (5) working days after such discussion and, failing settlement, it may be taken up as a grievance in writing as follows. A Steward may assist the Employee in resolving their complaint.

7.03 Step 1

Failing settlement of the complaint, the Union shall submit a grievance in writing and shall present it to the Manager within five (5) working days of the answer to the complaint. The Manager will hold a meeting within ten (10) working days of receiving the grievance. The grieving Employee may be accompanied by a Steward at the meeting. The decision by the Manager shall be given in writing within five (5) working days following the meeting.

7.04 Step 2

Failing a settlement under Step 1, the Union may submit the grievance in writing, which shall include the Article or Articles violated and the remedy sought, to the Executive Director within five (5) working days of receiving the decision at Step 1. A meeting will then be held within ten (10) working days between Union and the Executive Director or her designate. The composition of the participants at the meeting will be determined by the needs of the grievance. The decision of the Executive Director or her designate shall be delivered in writing within five (5) working days following the meeting.

7.05 Group Grievance

Where more than one (1) Employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all Employees sign a written grievance at Step 1. Such a grievance shall then be processed within the framework of the grievance procedure.

7.06 Policy Grievance

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.

7.07 The time limits are mandatory under the Grievance and Arbitration Procedures but may be amended where mutually agreed in writing. The days specified in the time limits shall be business days and shall not include Saturdays, Sundays, or holidays.

7.08 Arbitration Procedure

- a) When either Party wishes to submit a grievance to arbitration, it shall inform the other Party within twenty (20) days of the receipt of the written decision at Step 2 of the grievance procedure, indicating their choice of a sole arbitrator.
- b) Where the receiving Party does not agree to the use of a sole arbitrator, they will include the name of their nominee to a Board of Arbitration in their response. The recipient of the notice shall, within ten (10) working days thereafter, advise the initiating Party, in writing, of its nominee to the Board of Arbitration. The two (2) nominees shall select a third party to act as an impartial chairperson of the Board of Arbitration. If they fail to agree upon such Chairperson within ten (10) working days of the receipt of such, either Party may then request the Minister of Labour to appoint an Arbitrator.
- c) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- d) The decision of the Arbitrator or Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both Parties.

Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

- e) The Arbitrator or Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement.
- f) Each Party shall pay one-half (½) of the remuneration and expenses of the Arbitrator or Chairperson of the Arbitration Board. Each of the Parties shall bear the expense of its own nominee to the Arbitration Board.

7.10 Mediation

Once a grievance has been referred to arbitration, both Parties within forty (40) working days may agree to use the services of a mutually agreeable Mediator to assist the Parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union.

ARTICLE 8 – STRIKES AND LOCKOUTS

8.01 No Strikes or Lockouts

The Parties agree that there will be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 Prior to the imposition of any known disciplinary action to be taken by the Employer, including suspension or discharge, the Employer shall provide the Employee and the Union with a written request to meet and the reason(s) for meeting. The Employee shall be accompanied by a Union Steward or other Union representative designated by the Union, provided they are reasonably available. Upon completion of an investigation and/or determination that disciplinary action will be taken, the Employee and the Union shall be given written reasons for any resulting discipline at the meeting. In exceptional circumstances in which an Employee has been suspended pending investigation, the Union will be informed

of such action. Should the investigation result in no discipline, the Employee shall be paid for any lost time during suspension. The Employer will not be prevented from issuing discipline to an Employee who fails to attend a meeting convened for the purposes identified above.

- 9.02** An Employee who claims that she has been disciplined, discharged or suspended without just cause may lodge a grievance within ten (10) working days after the date of receipt by the Employee of a letter confirming the issuing of the discipline, discharge or suspension. Such grievance shall be taken up at Step 2 of the Grievance Procedure.

ARTICLE 10 – PERSONNEL FILES

- 10.01** An Employee may have supervised access to their employment file, subject to the availability of a member of management and upon providing at least forty-eight (48) hours notice. The Union Steward may attend, at the Employee's request. Personnel files will be kept confidential and access will only be given to those supervisory personnel that require the information in the course of their duties, or as may be required to comply with the law.

Upon request, an Employee shall be provided with a copy of any material contained in her personnel file.

- 10.02** Any letter of reprimand, suspension or other disciplinary sanction shall be removed from the record twelve (12) months following the receipt of such letter of suspension or other disciplinary sanction, or eighteen (18) months for suspensions of three (3) days or more.
- 10.04** An annual performance appraisal for each Employee will be completed by the immediate supervisor and/or designate. A form reflecting the input of both the Employee and the supervisor will be signed by both parties, including any statement made by the Employee where there is a disagreement. A copy of the signed appraisal will be provided to the Employee.

ARTICLE 11 – SENIORITY

11.01 Seniority shall mean the Employee's length of continuous service with the Employer, since their first date of hire, measured in years, months and days.

An Employee will not be placed on the seniority list until she has completed the probationary period as set out in Article 14.

11.02 Seniority will operate on a bargaining unit wide basis, with the exception of Article 15 (Layoff and Recall) where a Part-time Employee will not be able to bump a Full-time Employee.

11.03 Where two (2) or more Employees commence work on the same day, seniority shall be determined by the date of application for employment.

11.04 The Employer shall post the seniority list every January showing the seniority date for each Employee, with a copy sent to the Union.

ARTICLE 12 – LOSS OF SENIORITY

12.01 An Employee shall lose all seniority and the employment of the Employee shall be deemed to have been terminated for any of the following reasons:

- a) Voluntary resignation, unless rescinded within forty-eight (48) hours, or retirement;
- b) An Employee is discharged and such discharge is not reversed through the Grievance Procedure and/or the Arbitration Procedure;
- c) An Employee overstays a leave of absence, without reasonable explanation, or uses a leave of absence for a purpose other than the one for which it was granted;
- d) An Employee is laid off for a period of twelve (12) months;
- e) An Employee absents herself for more than three (3) consecutive scheduled working days without notifying the Employer or providing reasons acceptable to the Employer.

12.02 The Employer agrees that it will not transfer an Employee to a position outside the bargaining unit without the Employee's consent. It is understood that Employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such Employee shall have the right to return to her position for up to one (1) year.

ARTICLE 13 – VACANCIES, PROMOTIONS AND STAFF CHANGES

13.01 Posting for Vacant Positions

Within seven (7) business days of becoming aware of the vacancy, the Employer will offer the position to workers on layoff and recall as per Article 15. If no Employee is on layoff or recall, the vacancy will be only internally posted immediately for a period of seven (7) business days during which time Employees may submit an internal application. (Where employees provide the Employer with their email contact information for leaves of 6 months or greater the Employer will forward new postings and consider such applications subject to the provisions of article 13). In the event of a vacancy which the Employer intends to fill, or the creation of a new permanent bargaining unit position, the position will be posted. The posting shall be emailed to staff by the Employer and shall be available for application for not less than seven (7) working days from the date of posting. No vacancy shall be posted where qualified Employees are on layoff as per Article 15. Upon mutual consent from both Parties, the Employer may post internally and externally at the same time.

13.02 The posting shall contain the following:

- i) The job title and description
- ii) The reporting line
- iii) The rate of pay for the job and the expected hours of work
- 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

13.03 Any Employee who has completed their probationary period may apply in writing for the posted job.

13.04 Internal Hiring Process Determination

Employees in the bargaining unit who apply for the posting will be considered first. The job will be awarded to the senior applicant as of the end date of the posting, who has the qualifications, experience, skill and ability and can perform the normal requirements of the job. No outside Employee shall be considered for a job vacancy until all internal applicants have been assessed.

13.05 Following selection of the successful candidate, all other candidates shall be informed that they were not selected and upon request, the reasons for the denial.

13.06 The Employer will advise the Union where any posted position is not filled within three (3) weeks. The Employer will not unreasonably delay the process.

13.07 Trial Period

A successful applicant shall work a three (3) month trial period in the new position. In the event that the Employee fails to meet the requirements of the new position within that period, or requests to be removed from that position within that period, she may be returned to her former position without loss of seniority. Any subsequent postings that were filled as a result shall be reversed. Should the Employee's former position no longer exist, the Employee may then exercise their bumping rights under Article 15.

ARTICLE 14 – PROBATION

14.01 A newly hired Employee shall be on probation until she has worked for three (3) months. The probation period may be extended up to a further three (3) months upon mutual agreement with the Union. Upon completion of the probationary period the Employee will have her seniority dated back to the first (1st) day worked from the most recent date of hire. The Employer will complete a performance appraisal prior to the end of probation. The discharge or release of a probationary Employee, where a violation of the Ontario Human Rights Code is alleged, may be subject to a grievance.

ARTICLE 15 – LAYOFF AND RECALL

15.01 A layoff will be defined as a reduction of forty percent (40%) or more in the regular hours of work of a full-time bargaining unit position or the elimination of one (1) or more bargaining unit positions which are occupied by Employees at the time of the elimination.

Prior to issuing any layoff notice, the Employer will consider any alternatives to the layoff that may be brought forward, such as those set out below, prior to applying Article 15.03:

- i) Agreement between two (2) or more Employees to accept a reduction in their work week;
- ii) Review whether a more senior Employee may wish to accept a layoff;
- iii) It is understood that the effective date of the layoff will not be affected by such review.

15.02 Where layoffs occur, the Employer will provide the affected Employees with notice as follows:

- i) For Employees with service of more than fifteen (15) months, working notice of three (3) months; and
- ii) For Employees with less than fifteen (15) months, working notice of one (1) month.

Such notice will be copied to the Union. In situations where layoffs occur due to catastrophic or emergency situations that cannot be anticipated, the above will not apply.

15.03 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:

- i) Probationary Employees performing the work in question shall be laid off first;
- ii) Thereafter, Employees having the least seniority in the affected classification shall be laid off;

- iii) A laid off Employee may elect to bump a less senior Employee in the bargaining unit, providing they have the qualifications, skills and ability to meet the requirements of the job, or elect to accept the layoff and maintain recall rights subject to the terms of this Agreement. Part-time Employees may only bump other Part-time Employees.

15.04 Recall

Employees who are on layoff shall be placed on a recall list and shall retain, but not accrue, seniority for twelve (12) months.

- 15.05** Employees on layoff who have the requisite qualifications, experience, skill and ability 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.

- 15.06** The Employer will not schedule Part-time or Relief Employees in such a way as to reduce or prevent the hiring of Full-time Employees.

- 15.07** The Employer shall recall Employees in order of seniority to vacant permanent bargaining unit positions for which they have the requisite qualifications, skills, and ability to perform the available work, for a period of twelve (12) months from the date of layoff. The posting procedure shall not apply until those laid off have been given the opportunity of recall. 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 seven (7) days.

ARTICLE 16 – HOURS OF WORK

Breaks

- 16.01** An Employee will receive a 15-minute paid rest period for each half shift. Employees working more than 5 hours will receive a minimum of one-half (½) hour unpaid meal period during their shift.

16.02 Attendance at staff meetings, Employer related training, conferences, retreats or other meetings requiring mandatory staff attendance shall be considered work time and shall be paid at the appropriate rate.

ARTICLE 17 – OVERTIME AND PREMIUM PAYMENT

17.01 Hours of work in excess of the regular work week under Article 16 (Hours of Work) above shall be compensated for on the following basis:

- a) Where an Employee is required to work in excess of thirty-seven and one-half (37½) hours but less than forty-four (44) hours in a week, she shall be compensated with time off for the hours worked in lieu thereof.
- b) For all authorized hours worked in excess of forty-four (44) hours per week, the Employee may be compensated at time and one-half (1½) either with time off in lieu or pay, as determined by the Employee in consultation with the Employer.
- c) Overtime must be authorized in advance, except in the case of emergencies.
- d) Accumulated lieu time off shall be taken at a mutually agreeable time within six (6) months.

17.02 Employees shall have a minimum of twelve (12) hours between shifts, and if the Employee agrees to report to work within that twelve (12) hour period, that Employee shall be compensated at time and one half (1½) his/her regular rate of pay, in accordance with 17.01 b) above.

17.03 Call Back

An Employee who is called in by the Employer to work after completing their regular shift, and who agrees to work, shall be paid a minimum of four (4) hours pay. Where such call back occurs between midnight and 7:00 a.m. the Employer shall reimburse the cost of a taxi to and from the home of the Employee.

ARTICLE 18 – LEAVES OF ABSENCE

18.01 General Leave of Absence

The Employer may, at its discretion, grant a leave of absence without pay to an Employee for any period of up to one year. 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 subject to the terms of the benefit plan, however, no sick leave or vacation will accrue for the duration of the leave. Seniority shall accumulate for leaves of absence of one (1) month or less but shall cease to accumulate thereafter for the remainder of the leave.

All requests for leaves of absence shall be made in writing and requests for leaves of absence shall be assessed against the needs of the Employer, but will not be unreasonably denied.

18.02 Union Leave of Absence

Effective upon ratification, leave of absence for Union business shall be granted without pay for Employees. A written request from the Union will be provided to the Employer normally at least two (2) weeks in advance. 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 to, or in respect of, the Employee who is granted the leave. It is expressly understood that seniority will continue to accumulate during Union leave of absence. Requests for such leave shall be assessed against the needs of the Employer, but will not be unreasonably denied.

18.03 Pregnancy, Parental and Adoption Leave

Unless otherwise amended herein, Pregnancy, Parental and Adoption Leave will be granted, without pay, in accordance with the Employment Standards Act of Ontario.

As per Article 21.07, Supplementary Unemployment Benefits will apply for such leaves.

a) Pregnancy Leave

- 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, which may begin no earlier than seventeen (17) weeks before the expected birth date.

- ii) If possible, 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, she shall furnish the Employer with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the day upon which delivery is expected to occur.
- iii) The Employee must have started employment at least thirteen (13) weeks prior to the expected date of birth.
- iv) The Employee shall give at least two (2) weeks' notice of her intention to return to work. Once started, the Employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so. Any request that would extend the leave beyond the allotted seventeen (17) weeks must be submitted in writing four (4) weeks in advance and must be approved by the Employer.
- v) During the period of leave, the Employee may continue benefit coverage and the benefit premiums during this period shall be paid in the same manner as previous to the leave.
- vi) 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 four (4) weeks prior to the end of her leave. The Employee will be returned to her former job and former shift, if her shift was designated.
- vii) 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.
- viii) 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.

b) Parental/Adoption 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 the child, or the date the child first come into care or custody 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 their own.
- iii) Parental Leave must begin within fifty-two (52) weeks of the birth of the child or fifty-two (52) 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 ordinarily begin immediately after Pregnancy Leave expires. Parental Leave shall be between thirty five (35) and up to sixty one (61) weeks' duration for birth mothers and up to thirty six (36) or sixty two (62) weeks for all other new parents and shall, in all cases, begin within fifty-two (52) weeks of the date the child is born or comes into the custody, care and control for a parent for the first time.
- iv) The Employee shall give the Employer two (2) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of Absence unless, in the case of Adoption Leave, she is prevented from doing so by reason of the child coming under her care earlier than expected. An Employee who wishes to change her/his return to work date must give the Employer four (4) weeks written notice.
- v) During the period of leave, the Employee may continue benefit coverage and the benefit premiums during this period shall be paid in the same manner as previous to the leave.
- vi) An Employee who intends to resume their employment on the expiration of the leave of absence granted to her under this Article shall so advise

the Employer four (4) weeks prior to the end of her leave. The Employee will be returned to her former job and former shift, if her shift was designated.

- vii) 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.

18.04 Bereavement Leave

Bereavement leave with pay shall be granted to an Employee, upon request, for up to five (5) working days due to the death of a self identified family member, stillbirth or miscarriage, per occurrence. Bereavement leave is to be taken when needed by an Employee within a reasonable time period. Additional leave with pay may be granted to Employees for scheduled hours missed for up to three (3) more consecutive days where out of town travel is required or in exceptional circumstances. Requests for such leave will not be unreasonably denied. Employees who choose to attend a funeral or memorial service for someone not identified above as a family member may be granted leave for up to one (1) day for the purpose of attending the funeral/memorial.

An Employee who requires additional time off may use vacation or an unpaid leave of absence with the approval of the Executive Director. Such approval will not be unreasonably denied.

Bereavement leave is paid only for those days of the leave for which an Employee had been scheduled to work. The hours paid under this Article may not exceed those regularly scheduled for the Employee on the affected days, nor may the hours paid result in the Employee exceeding their normal work week.

18.05 Jury or Court Witness Duty

Where an Employee is required to be absent by reason of receipt of a summons to attend as a juror or by reason of receipt of a subpoena as a Crown Witness, they shall be paid the difference between the amount paid for such service and their normal pay, based on their regularly scheduled work week, for a period not to exceed four (4) weeks, subject to the following provisions:

- a) Employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness where possible;
- b) An Employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court must report for work if half of the period of time remains to be worked in their shift;
- c) In order to be eligible for such payments the Employee must provide proof of time served and the amount of pay received.

18.06 Family Medical Leave

An Employee is entitled to leave of absence without pay of up to eight (8) weeks to provide care or support to a spouse, parent or child or such other persons as set out in Section 48.1 of the Ontario Employment Standards Act 2000 or any comparable provision in successor legislation. The Employer will issue a Record of Employment as soon as reasonably possible following commencement of said leave. As per Article 21.07, Supplementary Unemployment Benefits will apply.

ARTICLE 19 – WAGES AND ALLOWANCES

19.01 The Employer shall pay salaries and wages on a bi-weekly basis by bank deposit every other Friday. On each payday, each Employee shall be provided with an itemized statement of her wages and deductions.

19.02 An Employee temporarily performing the principal duties of a higher paying classification for one (1) day or more shall receive the rate for the higher paid job. An Employee temporarily performing the duties of a lower paid classification shall not have their rate reduced.

19.03 Transportation Expenses

- a) An Employee required by the Employer to use their automobile in the course of performing their job will be entitled to a travel allowance of fifty cents (\$0.50) per kilometre. Upon providing original receipts, Employees will be reimbursed for parking expenses incurred as a result of this automobile use.

- b) Employees travelling by public transit during their work hours and in the course of their duties will have the cost of purchased tickets/tokens reimbursed.

19.04 All wages and salaries will be paid in accordance with Schedule 'A' attached hereto.

19.05 Where the Employer, acting in good faith, is satisfied that the residence of an Employee has been infested by bed bugs as a consequence of their employment, the cost of treatment will be shared equally with the Employee, up to a cap of five hundred dollars (\$500.00) upon receipt of original invoices. In addition, Employees will be given up to two (2) days with pay for the purposes of preparing and treating for bed bugs per occurrence.

ARTICLE 20 – OPTIONAL MATCHING RRSP CONTRIBUTIONS

Note: This Article shall have no application upon conversion to the Multi-Sector Pension Plan.

20.01 During an Employee's first (1st) calendar year, the Employer will contribute to an Employee RRSP the amount of two percent (2%) of the Employee's regular base earnings, excluding overtime or other premium payments at calendar year-end.

During the second (2nd) and successive calendar years, the Employer will match an Employee RRSP contribution by providing a payment of up to two percent (2%) of an Employee's regular base earnings, excluding overtime or other premium payments, at calendar year-end to an RRSP in the Employee's name provided an Employee RRSP contribution of at least that amount has already been made in the same calendar year. The Employer payment will be issued on presentation of a copy of the receipt representing the prerequisite Employee contribution.

20.02 Instead of an Employee making a one-time lump sum RRSP contribution each year, a deduction from each paycheque may be more practical. The Employee can request the Employer to automatically withhold the Employee RRSP contribution on each paycheque.

ARTICLE 21 – BENEFITS

- 21.01** Employees may become eligible for benefits coverage three (3) months after commencing regular employment. The specific coverage under the plans and the receipt of benefits from the plans shall be in accordance with the terms and conditions of the plans. Said plans shall not constitute a part of this Agreement.
- 21.02** The Employer pays one hundred percent (100%) of the premiums for the following single or family coverage Employee benefits:
- Employee Life Insurance
 - Employee Accidental Death and Dismemberment
 - Extended Health Care
 - World Wide Travel Insurance
 - Dental Plan
 - Long Term Disability Benefits
 - Vision Care
- 21.03** Part-time Employees who work twenty (20) hours per week on a regular basis shall be eligible for Employee benefits in accordance with the eligibility requirements and terms of the Employer's benefit plans.
- 21.04** The Employer shall continue to provide benefits coverage identified above for Employees who are on Long Term Disability (LTD) for the period of one (1) year and will share the cost fifty-fifty (50/50) with Employees for an additional year thereafter.
- 21.05** It is agreed that the Employer may change insurance carriers during the term of this Collective Agreement, provided that the coverage is equal to or better than the current coverage and the Employer will notify the Union prior to any change being made.
- 21.06** Employee Assistance Plan (EAP)
The Employer offers all Employees access to an Employee Assistance Program. The premiums are paid one hundred percent (100%) by the Employer. The services which are provided are confidential and include counseling, information and referral services for Employees and their family members.

21.07 Supplementary Unemployment Benefits (SUB)

The Employer will cover the full cost of supplementing Employment Insurance benefits for Employees on pregnancy or parental leave, family medical leave or sick leave as identified below. SUB payments are available to all Employees with one (1) year of service and who are eligible for Employment Insurance.

Pregnancy / Parental Leave

SUB is payable at eighty percent (80%) of the Employee's normal weekly earnings while the Employee is serving the one (1) week E.I. waiting period. Afterwards, the SUB payment will be the difference between the weekly gross amount received from E.I. and eighty percent (80%) of the Employee's normal weekly gross earnings from the Employer up to the maximum duration as set out below.

Pregnancy/Parental Leave SUB payments will be made for the one (1) week waiting period, as set out above and for the subsequent sixteen (16) weeks while on pregnancy/parental leave after which point the SUB payments stop.

Sick Leave

SUB is payable at eighty percent (80%) of the Employee's normal weekly earnings while the Employee is serving the one (1) week E.I. waiting period. Afterwards, the SUB payment will be the difference between the weekly gross amount received from E.I. and eighty percent (80%) of the Employee's normal weekly gross earnings from the Employer up to the maximum of ten (10) weeks. Afterwards, the SUB payment will be the difference between the weekly gross amount received from E.I. and fifty-five percent (55%) of the Employee's normal weekly gross earnings from the Employer, for an additional five (5) weeks.

Family Medical Leave

SUB is payable at eighty percent (80%) of the Employee's normal weekly earnings while the Employee is serving the one (1) week E.I. waiting period. Afterwards, the SUB payment will be the difference between the weekly gross amount received from E.I. and eighty percent (80%) of the Employee's normal weekly gross earnings from the Employer for up to an additional six (6) weeks.

ARTICLE 22 – PAID HOLIDAYS

22.01 Subject to other terms of this Article, Employees will receive the following holidays with pay:

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

22.02 A regular Full-time Employee shall be paid a full day's pay at her base wage rate in accordance with her scheduled hours.

A regular Part-time Employee shall receive a pro-rated amount.

22.03 It is understood that work on paid holidays is voluntary and based on seniority (by classification), except where there are insufficient volunteers. In such cases, the Employer may require Employees to work on a paid holiday, in reverse seniority.

22.04 An Employee who is required to work on any of the above-mentioned holidays shall be paid for all work performed at one and one-half (1½) times her regular hourly rate 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.

22.05 In order to qualify for holiday pay, an Employee must have worked the last scheduled shift prior to and the next scheduled shift after such holiday, unless prevented for reasonable cause.

22.06 Where a paid holiday falls within an Employee's annual vacation or scheduled day off, the Employee shall receive an additional day off with pay at a time which is agreed upon between the Employee and her Manager.

22.07 Effective Year 2 of the collective agreement an Employee shall be granted up to two (2) float days with pay for her scheduled hours missed, upon written request to her supervisor at least two (2) weeks prior to the float day. Float days may be

used for any personal reason, including the observance of religious or cultural holidays. Employees are not required to provide a reason for the use of the float day. Where operationally feasible, possible, float days may be granted with less than two (2) weeks notice. Requests to take float days will not be unreasonably denied. Float days must be used within the Calendar year and may not be carried forward from year to year.

ARTICLE 23 – VACATIONS

23.01 Full-time Employees will be entitled to vacations with pay in accordance with the following schedule:

- i) For less than one (1) year of service: One and two-thirds ($1\frac{2}{3}$) days (eight percent [8%]) of paid vacation for each month worked;
- ii) After one (1) year, but less than two (2) years of service: Two (2) days (ten percent [10%]) of paid vacation for each month worked;
- iii) After two (2) years of service or more: Two and one-half ($2\frac{1}{2}$) days (twelve percent [12%]) of paid vacation for each month worked.
- iv) After twelve (12) years of service or more: Three (3) days (fourteen percent [14%]) of paid vacation for each month worked

Part-time Employees will accrue vacation on a pro-rated basis on the number of hours the Employees are assigned and normally work in a week, and they can choose to take vacation with pay as outlined above or request payment in writing.

23.02 Other Employees will receive vacation with pay in accordance with the following:

- a) Less than one year: Eight percent (8%) vacation pay and will be entitled to a period of four (4) weeks of vacation.
- b) After one (1) year but less than two (2) years of service: Ten percent (10%) vacation pay and entitled to a period of five (5) weeks of vacation;
- c) After two (2) years of service or more: Twelve percent (12%) vacation pay and six (6) calendar weeks of vacation.

d) After twelve (12) years of service or more: Fourteen percent (14%) vacation pay and seven (7) calendar weeks of vacation.

23.03 Vacation must be taken at such times as are approved by the Employee's Manager, having regard to the need to maintain efficient operations, and such approval shall not be unreasonably denied. Employees shall submit their requests for vacation in writing at least two (2) weeks prior to the date they wish to commence their vacation. Requests made under this provision will be on a first requested first granted basis.

23.04 If two (2) Employees submit requests for the same vacation period on the same day, approved requests will be granted in order of seniority.

23.05 After her first (1st) full year of employment, an Employee's vacation carry-over into a subsequent fiscal year is limited to a maximum of ten (10) days. Such carry-over must be taken as above, and not later than at the end of March that year.

23.06 Unused vacation shall be paid out, in full, at the time of an Employee's termination for any reason.

23.07 Where during her vacation, an Employee becomes seriously ill or hospitalized, she may elect to use her accrued sick leave credits for the period of her serious illness or hospitalization in place of vacation time, provided that the Employee gives satisfactory proof of such illness or hospitalization for the period in question. If requested, the Employer shall pay the full cost of any medical certificate.

Where an Employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time, the vacation time may be rescheduled, at the request of the Employee.

23.08 Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 18.04. The portion of the Employee's vacation that is deemed to be bereavement leave will not be counted against the Employee's vacation credits and will be rescheduled.

23.09 The Parties agree that vacation can be granted in half-day intervals subject to operational need. if this can be accommodated.

- 23.10** The Parties agree that an Employee absent because of illness who has exhausted her sick credits may utilize their vacation pay credits for a maximum of thirty-seven and a half (37.5) hours per calendar year to cover exhausted sick credits. Vacation credits will be reduced accordingly. The Employee will request vacation time to cover this time from their Manager.

ARTICLE 24 – SICK LEAVE

- 24.01** The Employer provides protection for specified Employees against loss of income sustained because of illness or injury for which compensation is not payable under the Workplace Safety and Insurance Act. Sick leave shall be available for Employee medical appointments, sickness, disability, or accident, or for caring for the Employees' self-defined family.

- 24.02** Full-time Employees are entitled each January eighteen (18) days sick leave credits as follows:

Employees may carry unused sick credits year to year to a maximum accumulation of eighteen (18) days. Eligibility for the accumulation of sick leave credits commences on completion of the probationary period.

Sick leave credits for Part-time Employees are pro-rated, based on the number of hours an Employee is assigned and normally works in a week.

- 24.03** The Employer does not pay Employees for accumulated and unused sick leave credits when their employment ends. Sick leave credits have no cash value.

- 24.04** Sick leave credits can be taken by the hour, half day, as well as full day.

- 24.05** In the event of recurring or lengthy illness, or for other reasonable cause, the Employer may request a doctor's certificate. Where such certificate is required the Employer will pay the full cost of the certificate.

The Employer and the Union agree that Employee health information is strictly confidential and that access thereto shall be given only to those persons directly involved in administering that information.

24.06 Article 21.07 will apply for Employees on sick leave benefits through Employment Insurance.

ARTICLE 25 – WORKERS’ COMPENSATION

25.01 Where an Employee receives an award under the Workplace Safety and Insurance Act, the Employer agrees to maintain benefits coverage and seniority in accordance with the Workplace Safety and Insurance Act.

25.02 It is understood that Employees who are receiving benefits under WSIB shall retain and accumulate seniority and the Employer shall pay their portion of the benefit premiums for which the Employee was eligible while working, based on one hundred percent (100%) of earnings at the time of the injury/illness.

ARTICLE 26 – MODIFIED WORK

26.01 Employees who require workplace accommodation are entitled to Union representation when their return to work plan is being developed and implemented.

The Employer and Union agree to work cooperatively where workplace accommodation issues arise, in keeping with the requirements of the Ontario Human Rights Code. The Committee will review and make recommendations regarding cases where:

- a) An Employee currently working requires permanent or temporary modification of her duties and/or hours of work; or
- b) Where an Employee returning to work from injury or illness requires permanent or temporary modification of her former duties and/or hours of work.

The committee will also review the progress of Employees on modified work and/or return to work as required.

ARTICLE 27 – JOB CLASSIFICATIONS

27.01 The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change, and a copy shall be provided to the Union prior to implementation. If the Parties are unable to agree on the job classification and/or rate of pay for the job in question, such dispute shall be submitted to the grievance, mediation and arbitration procedure 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 job duties.

ARTICLE 28 – OCCUPATIONAL HEALTH & SAFETY

28.01 A Joint Health and Safety Committee shall be constituted in accordance with the Occupational Health and Safety Act of Ontario. The Committee shall have two (2) certified representatives from the bargaining unit and two (2) certified representatives not covered by the Collective Agreement.

28.02 The Committee shall meet a minimum of four (4) times per year, or as requested by either Party, to identify potential dangers and to recommend means of improving the health and safety programs.

28.03 The time spent at Committee meetings shall be considered as time worked in accordance with the Occupational Health and Safety Act.

Employee representatives on the Committee shall be entitled to one (1) hour paid preparation time prior to each committee meeting time.

Employee representatives will be certified workers as defined under the Occupational Health and Safety Act and shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act, they shall be paid at the appropriate rate.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 The Parties agree to share the costs to reproduce sufficient copies of this Agreement, in a Union shop.

Article 30 - MULTI-SECTOR PENSION PLAN REQUIRED COLLECTIVE AGREEMENT LANGUAGE

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

1. (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - (v) All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 487.5 hours of employment with the employer.
2. Commencing October 11, 2021 each Eligible Employee shall contribute for each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

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

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

(a) **To be Provided at Plan Commencement**

date of hire; date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date;

gender.

(b) **To be Provided with each Remittance**

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

full address;

termination date where applicable (MM/DD/YY);
marital status, and any change to marital status;
date of death (if applicable);

(d) **To be Provided Annually but no later than December 31**

current complete address listing for all Eligible Employees;
period(s) of absence due to illness or disability, including WSIB
(while Employee retains seniority);
period(s) of lay-off, while subject to recall;
period(s) of absence for pregnancy or parental leave;
period(s) of strike or lockout;
other leaves of absence;
hours worked by employees covered by the collective agreement who
are not yet eligible employees, in the month and cumulatively since their
date of hire.

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

ARTICLE 31 – DURATION

- 30.01** This Agreement shall come into effect on February 1, 2020 and shall remain in effect up to and including January 31, 2024 and shall continue to be in effect from year-to-year thereafter, unless either Party gives notice in writing at least ninety (90) days' prior to the date of expiry that it desires amendments.

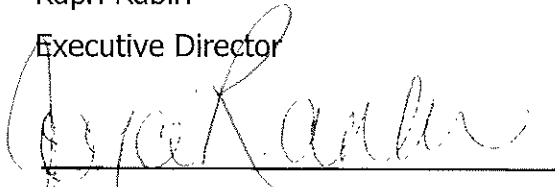
SIGNED THIS 7 DAY OF Dec, 2021 IN THE CITY OF TORONTO,
ONTARIO

FOR THE EMPLOYER:



Kapri Rabin

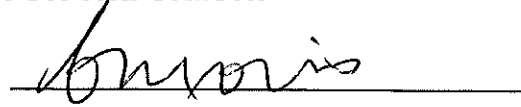
Executive Director



Joyce Rankin

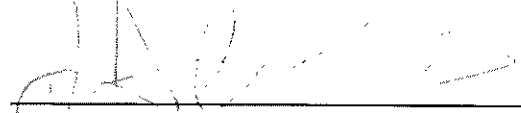
Clinical Manager

FOR THE UNION:



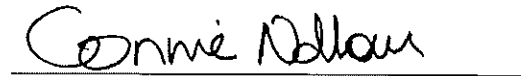
Franky Morris

CUPE Local 7797 Vice President



Jessica Slotnick

Bargaining Team Member



Connie Ndlovu

CUPE Local 7797 President

SCHEDULE 'A' – WAGES

- Year 1: Across the board increase to all rates of one (1) percent (retroactive).
- Year 2: Across the board increase to all rates of one (1) percent (retroactive).
- Year 3: Across the board increase to all rates of one (1) percent.
- Year 4: Across the board increase to all rates of two (2) percent.

BENEFITS

Effective Date of ratification:

Increase Counselling to \$100.00.
Add "Registered Social Workers"
Increase eye exams to \$150.00 every 24 months
Increase vision care to \$310.00 every 24 months

Effective Year 3: Increase vision care to \$320.00 every 24 months
Increase major and orthodontics co insurance to 60%

Effective Year 4: Increase Orthodontics to a lifetime maximum to \$2000.00
Increase vision care to \$450.00 every 24 months

SCHEDULE A - WAGES

Year 1 - Feb 1, 2020 - Jan 31 2021 Employees actively employed on date of ratification will receive a retroactive wage adjustment as set out in the attached grid

Year 2 - Feb 1, 2021 - Jan 31 2022 Employees actively employed on date of ratification will receive a retroactive wage adjustment as set out in the attached grid

Year 3 - Effective Feb 1, 2022 a further 1% increase to all classifications as described in the attached grid.

Year 4 - Effective Feb 1, 2023 a further 2% increase to all classifications as described in the attached grid.

Classification	From February 1st,				
	2019	2020	2021	2022	2023
Nurse Practitioner	40.33	40.73 1%	59.73 1%	60.33 1%	61.54 2%
Registered Nurse	37.37	37.74 1%	38.12 1%	38.50 1%	39.27 2%
*Community Mental Health Outreach Worker	33.80	34.14 1%	34.48 1%	34.82 1%	35.52 2%
Community Mental Health Outreach Worker, Housing Workers, Health Bus Workers, Shelter Site Workers Hotel Site Workers	33.17	33.50 1%	33.84 1%	34.18 1%	34.86 2%
**Harm Reduction Program Coordinator	34.14	34.48 1%	34.83 1%	35.17 1%	35.88 2%
Harm Reduction Program Worker ID Access, ID Safe, ID Emcampment Overdose Prevention Site Worker	31.26	31.57 1%	31.89 1%	32.21 1%	32.85 2%
Administrative Assistant	28.20	28.48 1%	28.77 1%	29.05 1%	29.64 2%
Front desk, Clerical Assistant, Fundraising Assistant, Screener	23.77	24.01 1%	24.25 1%	24.49 1%	24.98 2%
Maintenance Worker Peer Outreach Worker	20.00	20.20 1%	20.40 1%	20.61 1%	21.02 2%

LETTER OF UNDERSTANDING #1

No Contracting Out

No Employee shall be laid off during the term of this Agreement as a direct result of the Employer contracting out any work currently performed by Employees.

The Employer will not contract out any work for the purpose of undermining the bargaining unit.

LETTER OF UNDERSTANDING #2

Anti-Harassment and Anti Discrimination Policy and Program

Street Health is committed to ensuring all staff, Board members, students and volunteers respect and adhere to the Ontario Human Rights Code. We hope to achieve our goal through an educational rather than a punitive approach. We are committed to providing a work environment that is respectful, safe, and free from harassment and discrimination arising from one or more of the following *prohibited grounds*:

- race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex, sexual orientation, same-sex partnership status, gender identity, age, record of offences, marital status, family status, economic status or disability, or any other legally protected grounds.

And/or within the following *designated groups*:

- aboriginal peoples, persons with disabilities, racial minorities and women

We will take all reasonable measures to prevent harassment or discrimination in the work environment. If harassment or discrimination is thought to have occurred, Street Health will investigate and take action including employment sanctions and remedies, to resolve the situation.

Definitions

Assault: occurs when a person:

- a) without the consent of another person, applies force intentionally to that other person directly or indirectly;
- b) attempts or threatens, by an act or gesture, to apply force to another person, if he or she has, or causes that other person to believe, on reasonable grounds, that he or she has present ability to effect his or her purpose; or,
- c) while openly wearing or carrying a weapon or an imitation thereof, accosts or impedes another person, and this definition applies to all forms of Assault, including physical assault, sexual Assault, sexual Assault with a weapon, threats to a third party or causing bodily harm and aggravated sexual Assault.

Discrimination: is any action or behaviour which may result in unwelcome or unfavourable

treatment arising from one or more of the *prohibited grounds* and/or based on someone's membership in a *designated group*. Discrimination includes, but is not restricted to: the denial, withholding and delay of access to opportunities, services or facilities based on prohibited and/or based on someone's membership in a *designated group*.

Examples of direct discrimination include:

- Disinterest on the part of a supervisor or manager to recognize or increase his/her awareness of the workplace impact of a disability when one of his/her staff has that disability
- Firing an employee because the supervisor became aware that the employee may file or has filed a complaint of harassment
- Making such statement as, "that is not the way we do it in Canada," to a colleague or other member of Street Health who is from a racialized group and/or first generation Canadian
- A refusal to hire employees of a particular race, sexual orientation, etc.
- Designated groups (or members of) are excluded from the decision-making process

Duty to Accommodate: The legal obligation of an Employer to take steps to eliminate disadvantage caused by systemic, attitudinal or physical barriers that unfairly exclude individuals or groups protected under the Ontario Human Rights Code. It also includes an obligation to meet the special needs of individuals and groups protected by the Code unless meeting such needs would create undue hardship. Failure to accommodate a person short of undue hardship is a form of discrimination

The accommodation process is a shared responsibility. Those involved in the process should work cooperatively, share information, and avail themselves of potential accommodation solutions.

Harassment: based on the *prohibited grounds* and/or based on someone's membership in a *designated group* harassment is engaging in a course of menacing comment or conduct that is known or should reasonably be known to be unwelcome. Harassment may be by words, gestures, electronic messages (including, but not limited to, telephone, voicemail, fax or computer messages), innuendoes, graffiti, signs, pictures or other acts.

Examples of behaviour that constitute workplace harassment include, but are not limited to:

- remarks, jokes, taunts or insults about a person or group of people identified by a prohibited ground (e.g. race, ancestry, religion, sex) made directly to a person, within

a person's hearing, or in some other manner which comes to the attention of another person

- the displaying of racist, sexually suggestive or other offensive or derogatory pictures, cartoons or material
- insulting gestures or practical jokes based on sexual, racial or ethnic grounds which cause embarrassment or awkwardness
- knowingly making a false complaint
- verbal assault (eg. swearing, shouting, aggression)
- cyber bullying

Personal Harassment: involves any unwelcome behaviour, directed at an individual, not necessarily linked to the *prohibited grounds* of discrimination, which is know or ought reasonably to be known to be unwelcome/unwanted, offensive, intimidating, hostile, inappropriate and results in an unhealthy work environment.

Examples of personal harassment include, but are not limited to:

- ridiculing, taunting, belittling or humiliating another person;
- physically intimidating behaviour and/or threats;
- derogatory name-calling.
- use of profane, abusive or threatening language.
- differential treatment
- frequent angry shouting/yelling or blow-up
- communication that is demeaning, insulting, humiliating, mocking

Poisoned Environment: is created when one or a series of comments or actions based upon the *prohibited grounds* are made which have the effect of creating and/or maintaining an offensive, hostile or intimidating climate for work at Street Health. An individual or group does not have to be a direct target to be affected by a poisoned environment. Graffiti, signs, electronic messages, cartoons, remarks, exclusion and adverse treatments are examples of actions that can create a poisoned environment. As well, lack of a timely response by management (and staff if applicable), to known harassment and/or discrimination can contribute to a poisoned environment.

Racial Harassment: Racial harassment is harassment on the ground of race. It may also be associated with the grounds of colour, ancestry, where a person was born, a person's religious belief, ethnic background, citizenship or even a person's language. Racial harassment/discrimination can include:

- racial slurs or jokes]
- ridicule, insults or different treatment because of your racial identity
- posting/e-mailing cartoons or pictures that degrade persons of a particular racial group
- name-calling because of a person's race, colour, citizenship, place of origin, ancestry, ethnic background or creed

Sexual Harassment: Are unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature when:

- such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group; OR
- submission to such conduct is made either implicitly or explicitly a condition of employment, appointment, approval of privileges, an educational/training opportunity, or receipt of services or a contract; OR
- submission to or rejection of such conduct is used as a basis for any employment, reappointment, or advancement decision (including, but not limited to, matters of promotion, raise in salary, job security and benefits affecting the employee); OR
- such conduct has the purpose or the effect of interfering with a person's work performance or creating a difficult, intimidating, hostile or offensive work environment.

Within this context, types of behaviour which constitute sexual harassment include, but are not limited to:

- sexist jokes
- leering (suggestive staring)
- sexually derogatory or degrading remarks directed towards a person because of their sex or sexual orientation, gender identity
- sexually suggestive or obscene comments or gestures
- unwelcome inquiries or comments about a person's sex life
- inappropriate or unwelcome focus/comments on a person's physical attributes or appearance
- persistent or unwelcome sexual flirtation(s), advance(s), proposition(s)
- displaying printed material of a suggestive or sexually offensive nature.

- persistent unwanted contact or attention after the end of a "consensual" relationship
- persistent unwelcome social invitations
- requests for sexual favours
- unwanted touching or patting
- verbal abuse or threats
- sexual assault

Sexual Assault is defined as assault in circumstances of a sexual nature such that the sexual integrity of a person is violated.

Examples of sexual assault include, but are not limited to:

- Use of threat or violence to force one individual to kiss, fondle or have sexual intercourse with another;
- Touching in a sexual way without mutual consent

Systemic discrimination: refers to policies, practices and procedures that appear neutral on the surface, but may serve (whether intentionally or not), to exclude or deny opportunities and rights to human rights protected individuals and groups.

An example of systemic discrimination includes:

- Limiting racialized groups to specific and secondary roles in the organization

What Harassment Does Not Include:

- Legitimate performance/probation management.
- Appropriate exercise and delegation of managerial authority and operational directives including change in work assignments, scheduling, job assessment and evaluation.
- A disagreement or misunderstanding.
- Conflict between co-workers.
- Work related change of location, co-workers, job assignment.
- Appropriate discipline.
- Less than optimal management.
- A single comment or action unless it is serious and has a lasting harmful effect.
- Rudeness unless it is extreme and repetitive.

Misuse of Authority

Harassment also includes abuse of authority where an individual improperly uses the power and authority inherent in a position to endanger a person's job, undermine the performance of that job, threaten the person's economic livelihood, or in any way interfere with or influence a person's career. It is the exercise of authority in a manner which serves no legitimate work purpose and ought reasonably to be known to be inappropriate. Examples of misuse of authority include, but are not limited to, such acts as misuse of power as intimidation, threats, blackmail or coercion.

Application of the Policy

This policy covers all employees, volunteers and students, in their relations with each other and with members of the community, committees and Board.

Awareness of the Policy

Employees, volunteers, students and the Board will be made aware of the policy as a part of their orientation to Street Health. The full version or a simplified version of it will be posted. The policy will be reviewed by staff and others for content in January of each year and time will be designated at a staff meeting for the review. To confirm awareness of the policy, all staff and others will be requested to acknowledge, in writing, that they have read and understood the policy, upon employment and annually thereafter.

Complaint Resolution Process

An individual may choose to:

- A. talk directly to the person whose behaviour has been harassing or discriminatory; OR
- B. talk to the Manager or the Executive Director; OR
- C. request a facilitated meeting using the services of outside person; OR

D. make a formal complaint which may involve an investigation and/or an arbitrated meeting.

Option A: If possible, speak directly to the accused person(s)

The person(s) directly involved and/or a witness ideally would approach the accused person(s), let them know that their behaviour is unwelcome or offensive, and is a violation of this policy. Ask them to stop. The accused person(s) would be given the opportunity to stop the behaviour since some people may not realize that what they are saying or doing is wrong. Under some circumstances it may not be possible to speak to the accused person(s) and failure to do so shall not necessarily be interpreted as condoning the behaviour.

Option B: Talk to the Manager or Executive Director

The person(s) directly involved and/or a witness may want to talk with their Manager or the Executive Director. The accused person(s) also has the right to talk to their Manager or the Executive Director.

Option C: Request a facilitated meeting

Upon receiving a complaint, the Manager or the Executive Director may set up a facilitated meeting using an outside person, if the parties involved are willing. The intent of the meeting is to ensure that the complaint is heard and the accused person(s) can provide their response and also be heard.

The goal of the meeting is to agree together on a resolution.

Option D: Make a formal complaint

The formal complaint process involves complaints which are either not appropriate for a facilitated meeting or were not resolved during the initial facilitated meeting and require an investigation and/or an arbitrated meeting.

The complaint must be put in writing by the complainant, the Manager or the Executive Director. Where the writing is done by the complainant or the Manager, it must be reviewed with the Executive Director.

The Executive Director and chair of the Human Resources Committee of the Board, will review the complaint. If the complaint is about the Executive Director, then the chair of the Human Resources Committee and the chair of the Board will review the complaint.

The complainant has 6 (six) months from the initial alleged incident(s) to put forth a formal complaint. In exceptional cases, flexibility regarding this deadline will be at the discretion of the Human Resources Committee. The committee must meet with the complainant and the accused within 2 (two) weeks of receiving the complaint. The investigation of the complaint and final decision related to the complaint must be completed within 6 (six) weeks of meeting with both parties.

Employment Sanctions and Remedies Related to a Formal Complaint

Employment sanctions are given in 3 stages:

1. Verbal warning
2. Written warning (in employee file)
3. Dismissal

The accused may be required to take sensitivity courses or some other course relating to the offence. The type of remedy to be implemented will be at the discretion of the Human Resources Committee.

Accommodation of the Complainant

Depending upon the nature of the complaint and input from the complainant, it may be optimal to have the accused and the complainant work in different locations within the workplace. If required, this will be accommodated as much as possible.

Right to Complain to OHRC and/or Right to File a Grievance

Choosing to complain through this identified procedure does not affect an individual's right to file a complaint with the Ontario Human Rights Tribunal of Ontario within a one year of the last alleged incident. An employee also retains the right to file a grievance with the Union or to exercise any other legal avenues that may be available.

Documentation

For everyone involved in the process, it is important to make and keep written notes about

the events leading to the complaint. These details should include a description of the behaviour and relevant date(s), time(s), place(s), and names of witness(es). They should also include any request to discontinue the conduct (date and time) and the reaction of the accused person(s), if relevant. Any other documents or materials, such as letters, notes, offensive pictures, etc., that may have something to do with the complaint should also be kept.

Confidentiality

This is a confidential process. Everyone involved in a complaint under this policy has a responsibility to ensure that the process remains confidential.

Protection from Reprisal

Persons who make a complaint, as well as anyone else who is involved, will not be penalized for doing so.

Malicious Allegations

As allegations of harassment are serious matters that impact the lives and reputations of people, there will not tolerance for abuse of this policy. Any allegations found to be malicious or deliberately faked will result in appropriate corrective action, up to and including termination of employment.

Education

Education is an important part of preventing harassment and discrimination in the workplace. All staff will be provided with information to ensure that everyone knows what the rules are and how they will be applied. The organization is responsible for making sure that all staff are trained on how to deal with harassment and discrimination in the workplace. It will also monitor the effectiveness of this policy and procedures and change them if necessary.

Ongoing anti-oppression/anti-discrimination education will be conducted within the organization (ie. 1-2 facilitated workshops will take place over the year).

LETTER OF UNDERSTANDING #3

External Hiring

The current practice shall continue in respect of staff involvement in meeting with prospective new hires.

LETTER OF UNDERSTANDING #4

Employee Expenses

The Employer will continue to apply the “expense policy” as set out in the Employee Policy Manual.

LETTER OF UNDERSTANDING #5

Flexible Hours of Work

An Employee's request for flexible hours of work shall not be unreasonably denied and shall be applied fairly, and will take into consideration the operational needs of the Employer.

LETTER OF UNDERSTANDING #6

Guidelines for Non-disciplinary meetings

All non-disciplinary meetings will be carried out in a respectful and discrete way.

Prior to any meeting designed to gather information and/or investigate an incident that has allegedly occurred, the process is:

- The Employer will notify the Employee in writing of the request to meet;
- The reason for the meeting;
- The right to have a Union Steward present, if that is their preference.
A proposed date and time will be provided, and will be within five working days of the alleged incident being brought forward to management. In the event of an alleged serious occurrence i.e. assault, etc. the Employer can request to meet with the Employee sooner than five days. It is expected that Employees will acknowledge receipt of the e-mail in writing.
- The Employee is responsible for notifying a Union Steward of the request and reason for meeting
- After the Union Steward receives any request to attend a non-disciplinary meeting, the Steward and Employee will be provided with the opportunity to meet to discuss the reason for the meeting for a reasonable period of work time prior to such meeting, where time permits.
- The Employer will make reasonable efforts to accommodate a meeting time where the Employee's Steward of choice is able to attend the meeting
- After the Employee has been told of the need to meet it is understood that the Employer may be required to gather additional information from others pertinent to the issue to be discussed prior to the scheduled meeting.
- Content of any initial discussion to gather further information (that could lead to discipline) must remain neutral and not accusatory.

- The Employer will determine if one or more managers are involved in the initial discussion.
- The Employer will provide a written summary of the outcome of the non-disciplinary meeting(s) to the Employee.

LETTER OF UNDERSTANDING #7

Relief Employees

Notwithstanding the provisions of 2.03(c), Relief Employees will have their seniority with the Employer recognized for purposes of job postings only, as follows:

All hours worked by each Relief Employee who applies to an internal job posting will be used in determining the most senior applicant. It is agreed that 1950 hours will be equal to one year of full-time seniority.

LETTER OF UNDERSTANDING #8

Deleted

LETTER OF UNDERSTANDING #9

Investing in Neighbourhoods (IIN) Funded Positions

The following outlines the agreement between the Parties in relation to the funder specific positions of:

- Community Support Worker #1
- Community Support Worker #2
- Intake and Support Worker
- Environmental Services Worker

It is agreed between the Parties that:

1. Each position will provide 21 hours of employment per week for the duration of the contract not to exceed 52 weeks.
2. In keeping with Street Health's Mission and Values, the work will be meaningful skills building work for the individual, including guaranteed hours of training and support for them.
3. Work performed in these positions will not replace, reduce or otherwise erode existing bargaining unit work.
4. It is understood and agreed that the positions will not be posted internally on a without prejudice and without precedent basis due to the criteria from the funder.
5. On a without prejudice and without precedent basis the contract employees will be covered by all provisions of the Collective Agreement save and except the wages are not subject to union dues and IIN employees do not receive benefits.
6. IIN positions will be paid 4% on each pay cheque in lieu of vacation pay and unpaid vacation days.
7. Sick time will be covered under Article 24 in the Collective Agreement. Sick time will be prorated based on hours and the length of the contract. Sick time is calculated based on the calendar year and will begin after the 3 month probationary period.

LETTER OF UNDERSTANDING #10

Following the date of ratification, the parties agree to move forward with the Multi Sector Pension Plan. When Street Health is accepted into the Plan the Employer contribution shall remain at the level provided for in articles 20.01 and 20.02 and employee participation shall be mandatory for all qualifying bargaining unit employees. Effective year 4 the Employer and Employee contributions shall increase to 3%.”

LETTER OF UNDERSTANDING #11

Each Employee may apply for up to \$500 annually to be used towards the cost of work related professional development opportunities i.e. conferences, workshops, seminars, webinars, online training and classes. Employee requests must be approved by Management in advance of incurring the expense.

Professional Development funding is available to all bargaining unit full time members and will be prorated for part time and relief staff.