



## **COLLECTIVE AGREEMENT**

**Between**

**THE ST. CHRISTOPHER HOUSE  
operating as  
WEST NEIGHBOURHOOD HOUSE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 3393**

**APRIL 1, 2022 - MARCH 31, 2025**

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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the purpose of this Agreement to promote and maintain mutual understanding and co-operation and to establish an orderly, harmonious collective bargaining relationship between the Employer and its Employees, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer in its capacity as a non-profit organization which relies, to achieve this end, on the contribution of its Employees and volunteers and the financial support of the public.

## **ARTICLE 2 - RECOGNITION**

- 2.01 Subject to the Articles 2.03, 2.04 and 2.05 the Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of The St. Christopher House (operating as "West Neighbourhood House") in the City of Toronto, save and except Managers, Assistant Finance Manager, Human Resources Administrator, Office Administrator and students employed during the school vacation.

The word "Managers" in this Article is to be understood in a manner consistent with s. 1 (3) (b) of the Ontario Labour Relations Act, set out, in part, below:

- (a) "(3)Subject to section 97, for the purposes of this Act, no person shall be deemed to be an Employee,
- (b) who in the opinion of the Board, exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations 1995, c. 1, Sched. A, s. 1 (3)."

All Employees, except mentioned above, will be Bargaining Unit Employees.

- 2.02 (a) The word "Employee" when used in this Agreement refers only to the Employees within the aforesaid bargaining unit unless otherwise specifically stated.
- (b) Unless otherwise indicated, the word "Employee" includes "Permanent Full-Time Employee", "Contract Workers" and "Permanent Part-Time".
- 2.03 (a) The term "Contract Workers" shall be defined as follows:
- (i) Full-time Short-Term Contract Workers are employed for a term of twelve (12) months or less and are regularly scheduled to work between twenty-five (25) and thirty-five (35) hours per week.
  - (ii) Part-Time Short-Term Contract Workers are employed for a term of twelve (12) months or less and regularly scheduled to work twenty-four (24) hours or less per week.
  - (iii) Full-Time Long-Term Contract Workers are employed for a term in excess of twelve (12) months and are regularly scheduled to work between twenty-five (25) and thirty-five (35) hours per week.

- (iv) Part-Time Long-Term Contract Workers are employed for a term in excess of twelve (12) months and are regularly scheduled to work twenty-four (24) hours or less per week.

(b) A Contract Worker shall be covered by all the terms of this Agreement except as follows:

- (i) Contract Workers shall have seniority rights under the terms of the Agreement once they have completed twelve (12) months of service with the Employer as per Article 13.02.
- (ii) Contract Workers shall be covered by the terms of Articles 19, 20, and 22.04 unless the terms of the special grant(s) for the special project under which they are employed precludes such coverage. After a Contract Worker has been employed for twelve (12) consecutive months Article 21 (excluding 21.03) and all of Article 22 (excluding 22.05) shall apply.

If the special grant(s) preclude such coverage, they shall be entitled to the statutory holidays, vacations, sick leave and leaves of absence, which the grant allows the Employer to provide in accordance with the amount and terms of such special grant(s). Contract Workers shall, at a minimum, be entitled to statutory holidays and vacations as provided by the Employment Standards Act 2000 (Ontario), as amended.

- (iii) Full-time Long-Term Contract Workers shall be covered by the health and welfare plans provided under Articles 26.01, 26.02 and 26.03 of this Agreement once they have completed twelve (12) months of service with the Employer.
  - (iv) Contract Workers shall not be covered by the provisions of Articles 26.04 of this Agreement provided that the Employer shall endeavour to obtain for each Long-term Contract Worker on an individual basis a benefit similar to that contemplated by Article 26.04 where the amount and terms of the special grant(s) for the special project under which they are employed is sufficient to provide such a benefit.
  - (v) A Contract Worker's employment shall be deemed to be terminated at the end of their agreed term of employment and may be terminated prior to that time with written notice or pay in lieu of notice pursuant to the provisions of the Employment Standards Act; 2000 (Ontario).
- (c) A Short-term Contract Worker whose agreed term of employment is renewed for a further consecutive agreed term or terms such that their total consecutive agreed terms of employment exceed twelve (12) consecutive months shall be covered by all of the terms of this Agreement applicable to Long-Term Contract Workers effective the first working day to that further consecutive agreed term of employment.
- (d) (i) A Full-Time Short-Term Contract Worker whose service continues unbroken and is hired to be employed in a bargaining unit position, (other

than as a Contract Worker) shall be considered on probation and therefore subject to discharge for reasons of unsuitability as determined by the Employer in its sole discretion until they have worked three (3) months in the bargaining unit, provided that a probationary Employee may not be disciplined or discharged for reasons which are in violation of Article 15 of this Agreement.

(ii) A Part-Time Short-Term Contract Worker whose service continues unbroken and is hired to be employed in a bargaining unit position, (other than as a Contract Worker) shall be considered on probation and therefore subject to discharge for reasons of unsuitability as determined by the Employer in its sole discretion until they have worked six (6) months in the bargaining unit, provided that a probationary Employee may not be disciplined or discharged for reasons which are in violation of Article 15 of this Agreement.

e) (i) A Full-Time Long-Term Contract Worker whose service continues unbroken and is hired to be employed in a bargaining unit position, (other than as a Contract Worker) shall be considered on probation and therefore subject to discharge for reasons of unsuitability as determined by the Employer in its sole discretion until they have worked three (3) months in the bargaining unit, which shall be decreased to thirty (30) days where the work is substantially the same as the Employee's previous work, as determined by the Employer, provided that the probationary Employee may not be disciplined or discharged for reasons which are in violation of Article 15 of this Agreement.

(ii) A Part-time Long-term Contract Worker whose service continues unbroken and is hired to be employed in a bargaining unit position, (other than as a Contract Worker) shall be considered on probation and therefore subject to discharge for reasons of unsuitability as determined by the Employer in its sole discretion until they have worked six (6) months in the bargaining unit, provided that the probationary Employee may not be disciplined or discharged for reasons which are in violation of Article 15 of this Agreement.

(iii) Under no circumstances will any employee serve more than an aggregate total of six (6) months of probation with the employer.

2.04 (a) Subject to Article 2.04 (b) the term "Temporary Worker" when used in this Agreement means a person who is employed on a temporary basis, for a period not in excess of eighteen (18) consecutive months, in order to:

(i) fill a permanent vacancy in a bargaining unit position until an Employee can be permanently placed or hired to fill the vacancy;

or

(ii) deal with emergencies;

or

- (iii) deal with vacation, suspension, compensatory time off, or professional development.
  - (b) Subject to Article 2.04(a), the term "Temporary Worker" when used in this Agreement means a person who is employed on a temporary basis, for a period not in excess of eighteen (18) consecutive months, in order to fill a temporary vacancy in a bargaining unit position caused by an Employee's or Employees' absence(s) on sick leave, long-term disability, pregnancy leave, or leave of absence.
  - (c) Temporary Workers will receive such entitlements as are provided under the Employment Standards Act only, unless specifically stated otherwise. The following Collective Agreement provisions do not apply:
    - 11 - Discipline and Discharge
    - 13 - Seniority
    - 14 - Layoff and Recall
    - 21 - Sick leave
    - 22 - Leaves of Absences
    - 26 - Employee Benefits
- 2.05 Subject to 2.04 (a) (ii) the Employer agrees that it shall not employ Contract Workers or temporary workers in order to avoid filling an existing permanent vacancy in a bargaining unit position or to avoid filling a newly created bargaining unit position.
- 2.06 Home Support Workers in this Collective Agreement shall include Personal Support Workers and Home Help Workers.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that the management of West Neighbourhood House and the direction of the Employees rests exclusively with the Employer except as expressly modified or restricted by a specific provision of the Agreement. These rights and management functions include but are not limited to: the right to reprimand, suspend, discharge or otherwise discipline Employees for just cause; select and hire, direct, promote, retire, demote, transfer, layoff and recall Employees to work; determine the requirements of a job, the qualifications of an Employee to perform the work required, starting and quitting times, and the number of hours and shifts to be worked; maintain the efficiency of the Employees; utilize the services of volunteers; employ contract workers and temporary workers; close down West Neighbourhood House or any part thereof, or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment or other property of the Employer; to contract out work, to determine the assignment of work, the size and composition of the work force; make or change rules, policies and practices not in conflict with the provisions of this Agreement, introduce new or improved methods and equipment and otherwise generally manage the Agency, direct the work force and establish terms and conditions of employment.
- 3.02 The Employer's failure to invoke discipline in one instance shall not affect its right to

invoke discipline (or a different discipline) for another or later infraction.

- 3.03 If at any time West Neighbourhood House decides to contract out any bargaining unit work that would result in the elimination of a bargaining unit position or a lay-off, the parties shall schedule a meeting with the majority of members of the Union/Management Relations Committee at least sixty (60) days prior to the contracting out of the position.

Within ten (10) working days following the initial meeting a subsequent meeting will be held with a majority of the Union/Management Relations Committee to provide the Union with an opportunity to discuss and propose other reasonable alternatives.

For the purposes of this agreement a 'working day' is defined as Monday through Friday and does not include Saturdays, Sundays or Holidays.

#### **ARTICLE 4 - UNION DUES CHECK-OFF**

- 4.01 The Employer shall deduct an amount equivalent to the regular monthly Union dues from the wages of all Employees as per Article 2.02, as a condition of employment. Such deduction shall be made from the first pay and remitted to the Secretary Treasurer of the Union by the 15<sup>th</sup> day of the month following the month for which the dues were deducted, accompanied by a list of names of Employees from whose wages deductions have been made. The Employer shall deduct any dues, initiation fees, or assessments levied by the Union from all Bargaining Unit members beginning with first pay.
- 4.02 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an Employee or Employees for amounts deducted from pay as provided by this Article.
- 4.03 The Employer shall include on the T4 slip for each Employee the amount of Union dues paid by that Employee in the previous year.

#### **ARTICLE 5 - CORRESPONDENCE**

- 5.01 All correspondence between the Parties to this Agreement shall pass to and from the Executive Director of the Employer and the Recording Secretary or President or designate of the Union.
- 5.02 The Employer shall supply:
- (a) The Recording Secretary and President or designate of the Union in writing, monthly on the 15<sup>th</sup> of the following month, from the time of commencement of employment, the names, addresses, personal email addresses, and telephone numbers of all Employees covered by this Agreement;
  - (b) and shall provide updated names, addresses, personal email addresses, and telephone numbers at every Union/Management meeting;

- (c) and agrees to inform the Union, upon being informed, of the name of any Employee covered by this Agreement who completes probation, whose contract ends, goes on long-term disability, tenders their resignation, is laid off or is dismissed.

## **ARTICLE 6 - UNION/MANAGEMENT RELATIONS**

- 6.01 The Parties agree to form a Union/Management Relations Committee, which shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union and additionally the CUPE National Representative. The Committee shall meet every third (3<sup>rd</sup>) month, but may meet, upon consensus, more frequently if necessary. Such consensus shall not be unreasonably withheld.
- 6.02 The Committee shall concern itself with matters of mutual interest concerning the administration of this Agreement and to facilitate productive discussion the Parties will agree to an agenda prior to each meeting.
- 6.03 Chairing of meetings shall rotate between the Union and the Employer. Minutes of these meetings shall be prepared jointly, and copies provided to Committee members within two (2) weeks of the conclusion of the meeting provided that such minutes or their contents shall be entirely on a without prejudice basis.
- 6.04 Committee members shall be paid for time spent in attendance at Committee meetings convened under Article 6.01.
- 6.05 There will be no Union activity conducted during working hours on the Employer's premises except in connection with the handling of grievances, during contract negotiations as agreed to by the Employer and other activities as approved by the Employer.
- 6.06 The Employer shall recognize three (3) joint committees: the Joint Health and Safety Committee, the Job Evaluation Committee and the Joint Union/Management Relations Committee which will deal with all other issues not related to health and safety and job evaluation.
- 6.07 Upon written request, signed by an official Representative of the Union, no more than five (5) members at any one time may be granted absences without pay for the purposes of attending union sponsored events. Such absences shall not exceed in total fifteen (15) working days per such Employee per calendar year. Requests must be received in writing by the Executive Director at least two (2) weeks in advance of the planned date for commencement of the leave. Requests made less than two (2) weeks in advance may be granted at the sole discretion of the Employer. It is understood that authorization will be conditional upon maintaining a high standard of service and efficiency in the operation of the Employer.

## **ARTICLE 7 - PROPER ACCOMMODATION**

- 7.01 The Union shall have reasonable access to bulletin boards existing in the premises of the Employer for the posting of Union notices pertaining to matters relating to Employees covered by this Agreement. A copy of all notices shall be sent to the Human Resources Director or designate prior to posting.
- 7.02 The Employer shall ensure that Employees have reasonable accommodations for lunch and rest periods, and inclusion of space for prayer and meditation (where the Employer determines space is available).

## **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.
- 8.02 National Representatives of the Union shall have reasonable access to the workplace in order to attend meetings at the request of either the Employer or the Union.
- 8.03 The selection of the Stewards is the function of the Union and the Union shall notify the Employer in writing of the names of the Stewards and Lead Steward.
- 8.04 It is understood that Stewards will not absent themselves from their work unreasonably in order to deal with grievances. In accordance with this understanding, a Steward or an individual griever will not suffer loss of pay for reasonable time spent by the Steward and the individual griever in the investigation and the processing of an individual Employee grievance through the grievance procedure. No Steward will be absent from work in dealing with any individual Employee grievance without first notifying the supervisor with reasonable notice.
- 8.05 The Employer agrees to recognize a Union Grievance Committee comprised of a Lead Steward or designate, Union President or designate and six (6) Stewards, and the names of these individuals shall be supplied by the Union to the Employer.
- 8.06 Employees who are on the Union's Negotiating Committee shall be entitled to take compensatory time off equivalent to the number of hours they attend at negotiating sessions between the Union and the Employer for the renewal of this Agreement where such negotiating sessions take place during other than their regular working hours. Such compensatory time off shall be taken in accordance with Article 18.02 (a) of this Agreement and its provision shall be limited to a maximum of four (4) Employees per negotiating session.

## **ARTICLE 9 - NO STRIKES/NO LOCKOUTS**

- 9.01 The Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words

"lockout" and "strike" shall be as defined in the Labour Relations Act, R.S.O. 1995 c. 1 Sch A, as amended.

- 9.02 The Employer reserves the right to discharge or otherwise discipline any Employee who participates in activity in violation of this Article and the Union agrees to repudiate any such activity forthwith and do all in its power to ensure that its members resume their employment obligations.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 Should differences arise as to the interpretation, application, administration, or alleged violation of the provisions specifically mentioned in this Agreement, such differences shall be adjusted according to the following steps in the order named. Any adjustments so made shall be final and binding upon both Parties and the Employee concerned. The term "grievance" as used in this Agreement shall mean a complaint by any Employee or the Union against the Employer alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the grievance or arbitration procedures.

### Step #1

It is the mutual desire of the Parties hereto that grievances of Employees shall be resolved as quickly as possible, and it is understood that an Employee shall not be considered to have a grievance unless they have first given their immediate supervisor an opportunity to resolve their complaint. The Employee shall send a complaint to their immediate Supervisor requesting a meeting within ten (10) working days of occurrence. The supervisor shall respond within ten (10) working days. Failing settlement then:

### Step #2

Within seven (7) working days after the supervisor's response to the grievor, the Employee with the assistance of their Union Representative, if desired, may submit a grievance in writing, signed by both the grievor and a Union Representative, to the Unit Director. A meeting shall be scheduled within five (5) working days with the grievor, the grievor's supervisor, a Unit Director or a designate, the Human Resources Director and up to two (2) Union Representatives. The Unit Director will deliver their decision in writing within two (2) working days thereafter. Failing settlement then:

### Step #3

Within seven (7) working days following receipt of the Unit Director's written decision, the grievor through a representative of the Union's Grievance Committee may request in writing that the Executive Director arrange, within seven (7) working days, for a meeting with the grievor, Representative of the Union's Grievance Committee, and Union Representative, and the Supervisor, Executive Director or their designates. The Party responding to the grievance shall reply in writing within seven (7) working days of the meeting. The Parties shall attempt to resolve the grievance and no discussions at the meeting or during the grievance procedure may be used against the other Party at any subsequent arbitration hearing except where either Party alleges that an agreed settlement has not been affected. Failing settlement, the grievance may then be submitted to grievance mediation or arbitration within thirty (30) working days following the reply as outlined in Article 12.

- 10.02 (a) The Union may submit a written policy grievance affecting substantially all of the Employees in the Bargaining Unit in regard to which an individual Employee could not grieve where substantially all the evidence affecting such Employees will be the same. Such a grievance may be filed with the Executive Director or their designate at Step #3 of the grievance procedure within twenty (20) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the Union.
- (b) The Employer may submit a written grievance to the Union at Step #3 of the grievance procedure within twenty (20) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the Employer.
- 10.03 Time limits contained in the grievance procedure shall be considered mandatory. Should the Employer fail to observe the time limit specified, the grievance shall be automatically advanced to the next step. The time limits set forth in this Article may be extended by mutual written agreement, provided that such extension for any one (1) grievance shall not be a precedent or waiver of the time limits for any subsequent grievances.
- 10.04 A grievance filed pursuant to this Article shall state the nature of the grievance, when the incident(s) occurred, the identity of the Employee who claims to be grieved, the specific Article or Articles of this Agreement that the Employee claims the Employer has violated and the remedy they seek.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

- 11.01 (a) No Employee, other than a probationary Employee, will be discharged or disciplined without just cause. Such cause will be provided in writing immediately upon discharge or discipline. A copy will also be provided to any Union Officer(s) present at the meeting as well as the Union President or designate and Lead Steward.
- (b) Employees covered by the Collective Agreement, called before a Supervisor to be interviewed concerning any matter that might reasonably be anticipated to result in disciplinary action may request representation by the Union be present at the meeting. The Supervisor shall notify the Employee of this right. Up to two (2) union officers may attend the meeting.

Employees may request and be entitled to the presence of a Union Representative at a meeting with Management when the meeting is in regard to problems or concerns about an Employee's work or work performance. Employees shall be notified of this right in advance of any such meeting.

Entitlement to Union representation is not intended for regular supervision meetings, planning, meetings, or program development meetings.

- (c) Reasonable notice shall be given to the Employee and the Union. Such notice shall be in writing and shall include the reason for the meeting.

- (d) In order to rely on a complaint to impose discipline on or discharge an Employee, the Employer shall ensure that the complaint has been put into writing. It is understood that the complaint does not necessarily have to be put into writing by the complainant.
  - (e) A copy of a written complaint shall be provided to the Employee and the Union if the Employer relies on the complaint to impose discipline on or discharge an Employee.
- 11.02 Any Employee, other than a probationary Employee, who believes that a discharge or discipline without just cause has occurred may submit a written grievance signed by both the griever and a Union Steward at Step #3 of the grievance procedure within ten (10) working days of the discharge or discipline. Notwithstanding the foregoing, a probationary Employee who alleges discharge in violation of Article 15 of this Agreement may submit a written grievance signed by both the griever and a Union Steward at Step #3 of the grievance procedure within ten (10) working days of the discharge.

## **ARTICLE 12 - MEDIATION AND ARBITRATION PROCEDURE**

- 12.01 Upon mutual consent by the Union and the Employer, grievances not resolved at Step #3 may proceed to a grievance mediation process prior to arbitration within twenty (20) working days of receiving the Employer's reply to the Step #3 grievance. The grievance mediator will be mutually agreed to between the parties and the cost shall be shared equally between the Union and the Employer. Should the parties not agree to a settlement following mediation the issue may be forwarded to arbitration within twenty (20) working days.
- 12.02 Where a difference arises between the Parties relating to the interpretation, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that any Employee has been unjustly disciplined, either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and at the same time submit the names of three (3) possible arbitrators. If the parties are unable to agree on the selection of a single arbitrator within ten (10) working days, either party may make an application to the Minister of Labour for the Province of Ontario to appoint a single qualified arbitrator.
- 12.03 The arbitrator shall be without jurisdiction to substitute its judgement for that of management where management's rights are not specifically restricted by the Agreement save where specifically permitted to do so and the arbitrator will be without jurisdiction to make any decisions inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement or substitute any new provisions in lieu thereof.
- 12.04 The parties will jointly bear the expenses, if any, of the arbitrator.

## **ARTICLE 13 - SENIORITY**

- 13.01 (a) A newly hired Full-time Employee will be considered on probation and therefore subject to discharge for reasons of unsuitability as determined by the Employer in its sole discretion until they have worked six (6) months in the bargaining unit, provided that a probationary Employee may not be disciplined or discharged for reasons which are in violation of Article 15 of this Agreement. Upon satisfactorily completing the probationary period, an Employee, other than a Long-Term Contract Worker will be placed on a seniority list as per Article 13.02.
- (b) A newly hired Part-time Employee will be considered on probation and therefore subject to discharge for reasons of unsuitability as determined by the Employer in its sole discretion until the newly hired Employee has been employed for a period of six (6) consecutive months, provided that a probationary Employee may not be disciplined or discharged for reasons which are in violation of Article 15 of this Agreement. Upon satisfactorily completing the probationary period an Employee will be placed on a seniority list as per Article 13.02.
- (c) The Employer and the Union acknowledge that the purpose of the probationary period is to afford an Employee the opportunity to meet the Employer's standards. Therefore, at any time the Employer has reason to believe that a probationary Employee's performance is in question, the Employer will advise the Employee and bring the weakness or weaknesses to their attention along with suggestions for correction.
- 13.02 Seniority shall consist of an Employee's accumulated service with the Employer in the bargaining unit. An updated seniority list shall be posted in each workplace every four (4) months, no later than January 31<sup>st</sup>, May 30<sup>th</sup>, and September 30<sup>th</sup> of each year; indicating the name of each Employee, date of hire, present classification, program and the number of hours worked to the end of the previous month. In addition, it shall be copied to the Union Secretary Treasurer.

### **13.03 Job Postings**

- (a) In cases of hiring the Employer shall be guided in its discretion by the following factors:
- (i) seniority;
  - (ii) the requirements of the job;
  - (iii) skill, ability, efficiency, education, qualifications and related experience as these relate to requirements of the job.
- (b) Only where two (2) or more Employees are relatively equal on the basis of the factors set out in 13.03 (a) (iii) shall seniority prevail.
- (c) The successful applicant will be placed in the position and will be considered to be "on trial" for a period of forty (40) days worked. If during that time in the opinion of the Employer, the Employee is unsatisfactory, or if the Employee requests, they shall be returned to their former position. Any other affected staff

shall be returned to their former position(s) also.

- 13.04 (a) If it becomes necessary for the Employer to fill either a permanent vacancy, or a temporary vacancy for a period longer than ninety (90) working days, then such vacancy shall be posted for five (5) full working days to provide Employees with an opportunity to apply for the vacant position, which must be done in writing to the Employer.
- (b) The internal notice shall be dated and shall contain a summary of the requirements of the job and the salary grade.
- (c) The application shall be dated and the Employer shall only be required to consider applications, which are received by the Employer during the period the internal notice is posted.
- (d) The Employer shall not interview outside applicants unless there are no successful internal candidates.
- 13.05 The Recording Secretary and President or designate of the Local Union shall receive copies of all bargaining unit postings and any assignments subsequently made in respect of such postings. The name(s) of Employees fulfilling temporary assignments shall also be provided to the Recording Secretary and President or designate of the Local Union.

### **13.06 Temporary Assignments**

- (a) Temporary assignments of Employees of up to ninety (90) working days may be made to cover needs such as vacancies due to periods of disability, sick leave, leaves of absence, vacations, emergencies, sudden increases or decreases in work load and similar absences or manpower needs without regard to the seniority provisions of this Agreement. The Employer shall advise the Union President or designate no later than one (1) day prior to the start date.
- (b) All temporary assignments in excess of ninety (90) working days shall be posted pursuant to Article 13.04.
- (c) In making such assignment of an Employee, the Employee's Unit Director will consult with the Employee's supervisor and the Employee to determine the feasibility of such assignment in regard to the work priorities of the Employee's position and the Employee's willingness to take the assignment.
- (d) Employees who are temporarily fully assigned by the Employer hereunder to a position which is paid at a higher rate than their normal position shall be paid at the higher rate.

Employees who are temporarily assigned by the Employer to the partial responsibilities of another position (which is paid at a higher rate) in addition to their regular position for a period of more than fifteen (15) consecutive working days shall receive a premium for the time worked in the position equivalent to the difference between salary grades with the maximum no higher than the salary

grade of the position being replaced.

- (e) Employees who are temporarily assigned hereunder to a position which is paid at a lesser rate than their normal position shall continue to receive the rate of pay for their normal position for such time as they are so assigned.
- (f) At the termination of the temporary assignment the Employee shall be returned to their original assignment.

### **13.07 Transfer Out of the Bargaining Unit**

- (a) No Employee shall be transferred to a position outside of the bargaining unit without their consent.
- (b) An Employee transferred to a temporary position outside of the bargaining unit shall not continue to accumulate seniority while outside of the bargaining unit. In the event the Employee is returned to the bargaining unit within twenty-four (24) months of leaving the bargaining unit, they shall retain their previously accumulated seniority. After twenty-four (24) months, the Employee shall lose all bargaining unit seniority.
- (c) In the event an Employee accepts a permanent position outside of the bargaining unit, the Employee shall not continue to accumulate seniority.

If, within forty (40) working days, the Employee is returned to their former position by the Employer, or if the Employee requests to be returned, the Employee shall retain their previously accumulated seniority. After forty (40) working days in the non-bargaining unit position, the Employee will permanently lose all accumulated bargaining unit seniority.

### **13.08 Loss of Seniority**

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

- (a) if they resign in writing;
- (b) if they are discharged and such discharge is not reversed through the grievance or mediation procedure;
- (c) if they fail to notify the Employer of their intention to resume work for the Employer within five (5) calendar days following the date on the written notice of recall from the Employer sent by registered mail to the Employee's last known address or fails to report for work within five (5) calendar days from such notification or fourteen (14) calendar days where it is necessary for the Employee to provide their notice of resignation from a job with another Employer, except for reasonable cause;

- (d) if they overstay a leave of absence or vacation without reasonable cause;
  - (e) if they are laid off for eighteen (18) consecutive months or off work by reason of illness or injury for eighteen (18) consecutive months, subject to the provisions of the Ontario Human Rights Code or the Workplace Safety and Insurance Act;
  - (f) if they are employed for an agreed term of employment, at the end of such agreed term but shall maintain seniority as per Article 13.02 for six (6) consecutive months thereafter.
- 13.09 An Employee who absents themselves from work without notifying the Employer may be subject to disciplinary measures, unless reasonable cause is established for both the absence and lack of notification.
- 13.10 An Employee must keep the Employer advised as to the reason for any absence from work and make arrangements with the Employer for their return to work.
- 13.11 It shall be the duty of Employees to notify the Employer promptly of any change of their address. If an Employee shall fail to do this, the Employer will not be responsible for failure of a notice to reach such Employee.

## **ARTICLE 14 - LAYOFF AND RECALL**

- 14.01 A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work of an Employee as defined in this Agreement.
- 14.02 The Employer shall as soon as possible, prior to laying off any Employee or group of Employees for any period, make its management representatives available to meet with Union representatives to discuss how layoffs may be avoided and/or the selection of Employees to be laid off. The foregoing shall not, however, prevent the Employer from giving notice of layoff as may be required to Employees prior to any such discussion, which may take place with representatives of the Union.
- 14.03 In the event of a layoff, the following procedure will apply:
- (a) No Permanent Employee shall be laid off prior to Temporary Employees and Contract Workers provided that the Permanent Employee is fully qualified and willing to perform the work, which remains available. This provision shall not apply to a Temporary Employee replacing a Permanent Employee on a leave of absence, or in cases where the Temporary Employee or Contract Worker is performing work, which no Permanent Employee is fully qualified and willing to satisfactorily perform.
  - (b) The layoff of Permanent Employees must begin with the least senior Employee in their pay grade based on the seniority in effect as of that date with the Employer, and take place in reverse order of seniority provided that the remaining Employees are fully qualified and willing to satisfactorily perform the work which is available. It is understood that part-time employees shall not be able to displace full-time employees.

- (c) Any employee who is laid off has the right under this clause to displace the least senior employee in their pay grade or the next lower pay grade for whose job they possess the necessary qualifications to perform. In the event the employee does not possess the necessary qualifications of their same or one lower pay grade they shall be considered laid off.
- (d) Employees shall be recalled in order of seniority provided that they are qualified to satisfactorily perform the duties of the positions to be filled.
- (e) Notice of recall shall be sent by registered mail to the Employee's last known address. The Employer and the Employee shall negotiate a return-to-work date which will be no later than fifteen (15) working days from the date of mailing indicated on the Canada Post mailing receipt. An Employee may choose to remain on layoff, with full recall rights, if they are offered recall to a position other than their own.

If the Employee fails to appear for the return date, recall rights shall be forfeited, unless the Employee has rescheduled the return date with the Employer's consent.

- (f) An Employee who is laid off shall be notified of all job postings for a period of eighteen (18) months from the date of layoff. Employees who are laid off are eligible to apply as internal candidates in response to internal job postings.
- (g) Where an Employee has been laid off in accordance with this Article and recalled within eighteen (18) months, the period of time on layoff shall not be included in determining the length of continuous service.
- (h) An Employee who has been on layoff for more than eighteen (18) months shall lose right of recall and seniority.
- (i) Severance Pay  
All Employees with five (5) or more years of service who are laid off shall have the option to receive an amount equal to two (2) week's pay for each year of services to a maximum of forty (40) week's pay, thereby forfeiting their recall rights. Alternatively, Employees may, at any time during the layoff period, choose to exhaust their recall rights and then receive their severance pay.

## **ARTICLE 15 - NON-DISCRIMINATION**

- 15.01 (a) There shall be no discrimination, interference, restriction or coercion exercised or practiced by either of them with respect to any Employee in the matter of hiring, wage rate, training, upgrading, promotion, transfer, lay-off, recall, discipline, or otherwise, by reason of age, race, creed, colour, place of origin, ethnic origin, ancestry, citizenship, political or religious affiliation, sex, sexual orientation, gender identity, gender expression, marital status, family status, number of dependents, disability, place of residence, garnishees, nor by reason of their membership or activity or lack of activity in the Union.

- (b) Notwithstanding Article 15.01 (a)

The Employer may withhold employment or advancement in employment in matters of hiring, promotion, transfer and recall, to a person or Employee where an actual or potential conflict of interest may arise as a consequence of any relationship between that person or Employee and another person whose relationship is that of mother, father, spouse, common-law spouse, same-sex partner, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother or sister-in-law.

- 15.02 Employees shall be entitled to make reasonable rearrangements of their duties upon due notice to their immediate supervisor to permit them to observe the religious obligations and practices of their faiths.

## **ARTICLE 16 - ENTIRE AGREEMENT**

- 16.01 This Agreement supersedes and cancels all prior practices and agreements between Employees and the Employer, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently with (or after) this Agreement constitutes the complete and entire Agreement between the Parties and concludes collective bargaining for its term.

## **ARTICLE 17 - WORK OF THE BARGAINING UNIT**

- 17.01 Management Employees, volunteers and students will not regularly perform work that normally falls within the scope of the duties of members of the bargaining unit. However, such restriction shall not apply in the case of emergency, or in such situations where maintenance of the necessary level of service and program operation or training of bargaining unit Employees requires such work.
- 17.02 The Employer agrees not to contract out existing bargaining unit work to the extent that such action would result in the lay-off or downgrading of an Employee.

## **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

### **Full-time Permanent Employees, Full-time Long-term Contract Workers and Full-time Short-term Contract Workers**

- 18.01 The normal hours of work shall be thirty-five (35) hours per week excluding meal breaks. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or week, or of days of work per week.
- 18.02 (a) It is recognized that due to the nature of the Employer's operation as a Social Service Agency, overtime work may be required. An Employee who is authorized by their supervisor to perform work exceeding thirty-five (35) hours per week shall be compensated by receiving an equivalent amount of time off

("compensatory time off"). After forty-four (44) hours an Employee shall be compensated an equivalent amount of time at a rate of time and one half (1 ½).

This time shall be banked to a maximum of thirty-five (35) hours and shall be taken by the Employee as time off during regular working hours at a time mutually agreeable between the Employee and their supervisor, provided that any compensatory time off banked by the Employee in excess of thirty-five (35) hours must be taken by the Employee within six (6) calendar months following the calendar month in which it is earned. Should an Employee not take their accumulated compensatory time off within six (6) calendar months following the calendar month in which it is earned, their supervisor will schedule a meeting with the Employee to determine a mutually agreeable time when the compensatory time off will be taken.

An Employee may use up to thirty-five (35) hours of their compensatory time banked in any one (1) year to be added to vacation for that year. Scheduling of such compensatory time off to be added to vacation shall be in accordance with Article 20.06 of this Agreement.

- (b) Should an Employee resign from their employment or be discharged by the Employer where such discharge is not reversed through the grievance procedure, such Employee shall be entitled to pay out of their accumulated compensatory time off at their regular rate.

- (c) Flex and Telecommuting

Employees may request to start or finish work at times other than their regularly daily scheduled start and finish times. The Employer shall review and consider all such requests on a case by case basis, which shall include consideration of program needs and requirements. The Employer may change any Employee's "flex" start or finish times established under this Article in response to program needs and requirements and with two (2) weeks' notice or such other lesser time as may be agreed to between the Employer and the Employee.

Employees may request to telecommute and may be permitted to do so once the Employee has received the approval of the Employer.

- (d) Work schedules shall be posted one month in advance for a 2-month period. Changes may occur based on operational need, and will be communicated to staff in advance, taking into account any staff concerns about such change(s) which will be reasonably addressed.

### **Permanent Part-Time, Part-Time Long-Term Contract Workers and Part-Time Short-term Contract Workers**

- 18.03 The normal hours of work shall be up to twenty-four (24) hours per week excluding meal breaks. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week, or of days of work per week.

It is recognized that due to the nature of the Employer's operation as a Social Services Agency, overtime work may be required. An Employee who is authorized by the supervisor to perform work exceeding the regularly scheduled hours of work per week shall be compensated in accordance with the provisions of the ESA.

### **Home Support Workers**

- 18.04 The normal hours of work shall be up to forty (40) hours per week excluding meal breaks. The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day or per week, or of days of work per week.
- (a) It is recognized that due to the nature of the Employer's operation as a Social Service Agency, overtime work may be required. An Employee who is authorized by the supervisor to perform work exceeding the regularly scheduled hours of work per week shall be compensated in accordance with the provisions of the ESA.
  - (b) When developing schedules for Home Support Workers the clients' needs, the program priorities and the Home Support Worker's preferences will be taken into consideration.
  - (c) The Employer shall post all of the shifts for Home Support Workers.

### **18.05 Daily Rest Period For Certain Employees**

All Employees scheduled to work seven (7) or more hours in a day, except Home Support Workers shall be permitted two (2) paid daily rest periods of fifteen (15) minutes each, to be taken at a mutually agreeable time.

### **18.06 Definition Of "On The Active Payroll"**

The phrase "on the active payroll" when used in this Agreement means the status of being entitled to the receipt of wages as provided in Article 24 and Schedule "A", or as provided under Article 21.05 by use of sick leave credits or in receipt of vacation entitlements under Article 20.

If there is any disagreement between the parties about whether a particular instance is captured by the definition of "active payroll", the Parties will discuss the matter at a Union Management Committee meeting.

- 18.07 Without limiting the foregoing, an Employee is not "on the active payroll" as that phrase is used throughout this Agreement when the Employee is:
- (a) absent on sick leave where their sick leave credits accumulated as provided in Article 21.02, 21.04 and 21.05 have run out; or
  - (b) receiving supplemental sick leave allowance as provided in Article 21.03; or

- (c) on long-term disability as provided under Article 26.01; or
- (d) on lay-off; or
- (e) on strike; or
- (f) under suspension without pay; or
- (g) absent and receiving benefits under the Workplace Safety Insurance Act, S.O. 1997, c. 16, Sch.A, or
- (h) absent on pregnancy/parental leave as provided in Article 22.05; or
- (i) absent on an authorized leave of absence without pay in excess of four (4) weeks.

**18.08 On-Call: Home Support Program**

Employees in the Home Support Program are required to be on-call, whereby they are accessible by phone in the case of an emergency and shall receive two hundred dollars (\$200.00) for every week they are required to be on-call.

**ARTICLE 19 - HOLIDAYS**

- 19.01 When a holiday falls on a Saturday or Sunday, the Employer shall observe the holiday on either Friday or Monday, in keeping with the general practice of the community.
- 19.02 An Employee on the active payroll at the time of a holiday shall be paid for the holiday at their regular rate.

**Permanent Full-Time Employees and Full-Time Long-Term Contract Workers**

- 19.03 (a) There shall be eleven (11) public holidays each year as follows:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada (Dominion Day)
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

- (b) An Employee who is not scheduled to work on the above public holiday shall receive the day off with pay, provided the Employee works their regularly scheduled shift before and after the holiday, unless they can show reasonable cause for failing to work.
- (c) An Employee who is scheduled to work on the above public holiday shall receive

two times (2x) their regular rate of pay for hours worked plus an alternative day off with pay, mutually scheduled between the Employee and their supervisor.

- (d) The Employer shall schedule three (3) paid days at Christmas. In lieu of three (3) paid days at Christmas, up to three (3) paid days at other times for recognized religious and/or cultural holiday observances consistent with their bonafide religious and/or cultural practices. Such Employee must give the Employer written notice at least one (1) month in advance of their request to take such a holiday for religious and/or cultural observances. It is understood, however, that the Employer retains the right to decide which of its programs shall continue to operate during Christmas holidays (as well as other times) and to schedule and reassign Employees to perform work as is required and available.

**Permanent Part-Time, Full-Time Short-Term Contract Workers, Part-Time Short-Term Contract Workers and Home Support Workers**

19.04 (a) There shall be nine (9) public holidays each year as follows:

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

- (b) An Employee who is not scheduled to work on the above public holiday shall receive the day off with pay, provided the Employee works their regularly scheduled shift before and after the holiday, unless they can show reasonable cause for failing to work.
- (c) An Employee who is scheduled to work on the above public holiday shall receive two times (2x) their regular rate of pay for hours worked plus an alternative day off with pay, at a time mutually scheduled between the Employee and their supervisor.
- (d) The formula to determine the hours for the public holiday for the above Employees is:

Total earnings for the four (4) weeks immediately prior to the holiday divided by twenty (20).

**ARTICLE 20 - VACATIONS**

**Permanent Full-Time Employees and Full-Time Long-Term Contract Workers**

- 20.01 (a) An Employee with less than ten (10) years of service shall accumulate annual vacation at the rate of one and two-thirds (1 2/3rd) days per month for each month where the Employee is on the active payroll for a minimum of seventy (70) hours, to a maximum accumulation of twenty (20) days annual vacation leave which shall be paid at the Employee's regular rate.

- (b) An Employee with ten (10) years or more of service shall accumulate annual vacation at the rate of two and one-twelfths (2 1/12th) days of service for each month where the Employee is on active payroll for a minimum of seventy (70) hours; to a maximum accumulation of twenty-five (25) days annual vacation leave which shall be paid at the Employee's regular rate.

20.02 An Employee's annual vacation leave shall be calculated in accordance with Article 20.01, as of August 31<sup>st</sup> of each year.

#### **Full-time Short-Term Contract Workers and Part-time Short-Term Contract Worker**

20.03 An Employee shall accumulate annual vacation at the rate of point eight three (.83) days per month for each month where the Employee is on the active payroll for a minimum of seventy (70) hours, to a maximum accumulation of ten (10) days annual vacation which shall be paid at the Employee's regular rate or can elect to be paid in lieu of time at a rate of four percent (4%) of their gross salary, payable at the Employer's year end.

#### **Permanent Part-Time Employees and Home Support Workers**

20.04 An Employee shall accrue up to twelve and a half (12.5) days of vacation time per year and receive annual vacation pay at the rate of five percent (5%) of their gross salary. At any time during the year an Employee may request to be paid their vacation pay accumulated to the date of the request, which shall be paid out on the next regularly scheduled pay day.

Any accrued vacation pay remaining shall be paid out at the Employer's year-end.

20.05 An Employee's annual vacation leave shall be calculated in accordance with Article 20.04, as of August 31<sup>st</sup> of each year.

20.06 Vacations shall be granted to Employees in order of seniority. Requests must be made in writing to the direct supervisor or designate on or before March 1<sup>st</sup> for the period from April to March. Requests made after March 1<sup>st</sup> shall be considered on a first come first served basis. The Unit Director or designate shall take into consideration program and unit specific quotas prior to approving the vacation schedule. The approved vacation schedule shall be posted within the Unit by March 15<sup>th</sup>.

20.07 Vacation must be fully taken by January 1<sup>st</sup> of the year following the vacation year in which it was accumulated (September 1<sup>st</sup> - August 31<sup>st</sup>). Employees with three (3) years continuous service may, however, bank one (1) week's vacation every second year to be taken during the following calendar year.

Carry over of vacation time to the next calendar year shall be permitted in circumstances where management has requested an Employee to defer their vacation and it is not possible for the Employee to use their accumulated time prior to January of the following year.

- 20.08 Should a holiday fall within an Employee's vacation period, an extra day at regular rate will be added to vacation time.
- 20.09 Should an Employee be on sick leave or on Workplace Safety Insurance benefits prior to a scheduled vacation period and the illness or period of benefits extend into the vacation period, the Employee shall be entitled to re-schedule vacation to a later time authorized by the supervisor.
- 20.10 Should an Employee resign, sufficient notice must be given to the Employer to permit scheduling of any vacation owing under this Article during the period of notice failing which the Employee shall forfeit any vacation owing in excess of two (2) weeks' vacation and shall only be entitled to receive a payment in lieu of taking the balance of such vacation not forfeited up to a maximum payment of two (2) weeks vacation pay.
- 20.11 Should an Employee become hospitalized or seriously ill during their vacation, they may elect to use their accrued sick leave credits. A medical certificate must be provided upon return to work.
- A medical certificate must be provided upon return to work.
- 20.12 Should an Employee's scheduled vacation be interrupted due to bereavement, the Employee shall be entitled to use bereavement days in accordance with Article 22.03 in place of vacation time.

## **ARTICLE 21 - SICK LEAVE**

- 21.01 It is the Employer's policy that Permanent Full-time Employees, Full-time Long-term Contract Workers and Home Support Workers shall be entitled to continuation of regular pay in accordance with the provisions of this Article when absent due to illness, injury, disability, doctor's appointments or illness of an immediate family member (immediate family member is defined as spouse including common law spouse or gay/lesbian spouse), and dependent children, parents, parents-in-law, or grandparents of the Employee.

### **Permanent Full-Time Employees**

- 21.02 (a) Sick leave credits with pay at regular rate shall accumulate for an Employee only while the Employee is on the active payroll, at a rate of one and one-half (1½) working days per month service while on the active payroll and shall accumulate from the date of hire to a maximum accumulation of sixty-five (65) working days. Sick leave credits used up will be deducted from the total credits accumulated.
- (b) An Employee who is absent on sick leave and has used all of their sick leave credits prior to being able to return to work shall, for each working day thereafter that they remain absent and would otherwise be entitled to sick leave credits with regular pay, be entitled to receive supplemental sick leave allowance in accordance with the following, subject to the provisions of the Employment Insurance Act, S.C. 1996, c.23 and the Regulations thereunder respecting SUB plans and provided that Employees shall have no vested right to payments of

supplemental sick leave allowance except to payments during a period of unemployment and payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits shall not be reduced or increased by payments of supplemental sick leave allowance:

- 21.03 (a) An Employee shall be eligible for supplemental sick leave allowance during the period of a continuous absence as described in Article 21.01 commencing on the first working day after their sick leave credits run out and ending on the last day of the thirteenth (13<sup>th</sup>) week following the date on which the Employee was first eligible to use sick leave credits.
- (b) Subject to Article 21.03 (a), supplementary sick leave allowance shall be paid:
- (j) during the first week of the period described in Article 21.03 (a) in an amount equal to sixty-six and two thirds percent (66 2/3%) of their regular non-overtime pay as of the last day prior to the commencement of such period; and
  - (ii) during the balance of the period described in Article 21.03 (a) an amount equal to six and two-thirds percent (6 2/3%) of their regular non-overtime pay as of the last day prior to the commencement of such period.
- (c) As a condition of the payment under Article 21.03 (b) the Employee shall first provide the Employer with evidence satisfactory to the Employer that they have applied for and is eligible to receive Employment Insurance Benefits under the Employment Insurance Act as a consequence of the absence referred to in Article 21.03 (a).
- (d) As a condition of payment under Article 21.03 (b), the total amount of SUB, Employment Insurance gross benefits and any other earnings received by the Employee will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings.
- (e) As a condition of the payment under Article 21.03 (b) the Employee shall provide the Employer with a written declaration of the gross sum of such employment insurance benefits on a bi-weekly basis if requested.
- (f) An Employee who has not yet completed their probationary period at the time of going on sick leave shall not be entitled to receive such supplemental sick leave allowance.

#### **Full-Time Long-Term Contract Workers**

- 21.04 Sick leave credits with pay at regular rate shall accumulate for an Employee only while the Employee is on the active payroll, at a rate of one and one-half (1½) working days per month of service while on the active payroll and shall accumulate from the date of hire to a maximum accumulation of eighteen (18) working days. Sick leave credits used up will be deducted from the total credits accumulated.

## **Home Support Workers**

- 21.05 For Employees regularly working more than twenty-four (24) hours per week, sick leave credits with pay at the regular rate shall accumulate for an Employee only while the Employee is on the active payroll, at a rate of seven (7) hours per month of service while on the active payroll, and shall accumulate from date of hire to a maximum accumulation of forty-eight (48) hours. Sick leave credits will be deducted from the total credits accumulated.

## **21.06 Proof of Sickness and Other Issues**

Sick leave shall be granted on the oral statement of the Employee, however, the Employer may require that an Employee provide a medical certificate after three (3) days of absence as a precondition to the use of sick leave credits or the payment of supplemental sick leave allowance for an absence due to the Employee's personal illness, injury or disability. In addition, should an Employee have absenteeism due to personal illness, injury or disability which has become excessive relative to the average absenteeism for members of the bargaining unit or should there be any question of an Employee's eligibility to use sick leave credits, receive supplemental sick leave allowance or as to the Employee's fitness to attend work, the Employer may require the Employee to undergo an independent medical examination, whereby the Employer will provide a list of physicians taking into consideration any human rights criteria provided by the Employee, from which the Employee will select one of their choosing. The Employer shall pay for the cost of this assessment.

- 21.07 In situations where illness or crisis occurs in the immediate family as defined in Article 21.01 which requires an Employee to be absent, the Employee may use their sick leave credits to a maximum of ten (10) working days per occurrence. In such situations, an Employee shall in no event be entitled to receive the supplemental sick leave allowance provided for in Article 21.03.
- 21.08 An Employee on Workplace Safety Insurance may request the difference between the allowance paid by Workplace Safety Insurance and their regular net pay to be paid to them out of their accumulated sick leave banked and such difference shall be subtracted from their accumulated sick leave banked.
- 21.09 Accumulated sick leave credits cease upon the termination of employment and no Employee has a claim to cash out on accumulated sick leave banked.

## **ARTICLE 22 - LEAVES OF ABSENCE**

### **22.01 General Leave**

- (a) A leave of absence with or without pay may be granted at the discretion of the Employer. A request for such leave of absence must be submitted to the Employee's Supervisor or designate in writing with reasons in support thereof.

- (b) The Employer and the Union recognize that Employees may sometimes be faced with difficult situations in their personal lives, including but not limited to domestic violence, domestic abuse, or family crises. An Employee faced with such a difficult situation in their personal life may request a leave of absence, and the Employer will consider such a request even if an Employee has not completed the requisite period of full-time employment set out in the "Leave Without Salary Policy" in the West Neighbourhood House Human Resources Policies and Procedures Manual. In appropriate circumstances the Employer may waive the notice requirements in the "Leave Without Salary Policy" and retroactively grant a leave of absence.

## **22.02 Union Leave**

Union members who are released for Union business shall be maintained on the payroll with all rights and benefits of the Collective Agreement. Wages for the time the Employee was released will be billed to the Union Secretary-Treasurer every two (2) months.

## **22.03 Bereavement Leave**

Employees on the active payroll will be granted up to five (5) days' time off with pay at their regular rate for bereavement at the time of the death of their mother, father (or, in the alternative, another person who has stood and stands in the relationship of mother or father to the Employee), spouse (including common law or gay/lesbian spouse), brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law provided that the Employee is not receiving pay for such day or days under any other provision of the Agreement and that the pay for such day or days of absence is limited to the day or days actually missed from work as per the Employee's scheduled working days.

Where Employees are required to travel more than two hundred (200) kilometres to attend the funeral/memorial service, upon request, the Employee shall be granted an additional two (2) days of paid bereavement leave.

Note: For the purposes of calculating pay for Part-Time Employees and Home Support Workers the following formula shall apply:

# of hours worked for the four (4) weeks prior divided by twenty (20) hours = pay for each day of bereavement leave.

It is understood that an Employee may take a leave without pay pursuant to the bereavement leave provisions of the Employment Standards Act 2000, following their bereavement leave.

## **22.04 Jury and Witness Duty**

Employees on the active payroll and who are required by law to serve as a juror or witness shall continue to be paid the regular pay which they would have earned for their scheduled hours of work provided that they are not receiving pay for such days

under any other provision of this Agreement and provided that they pay any fee, not including any allowances, received for jury duty to the Employer.

## **22.05 Pregnancy/Parental Leave**

### **Permanent Full-time Employees and Home Support Workers**

Pregnancy/Parental leave shall be granted in accordance with the provisions of the Employment Standards Act. In addition, subject to the Employment Insurance Act and the Regulations thereunder respecting Supplemental Employment Benefit (SEB) plans, female Employees shall be entitled to a pregnancy leave allowance. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits shall not be reduced or increased by payments of pregnancy leave allowance. Such allowance shall be in accordance with the following provisions, provided that such Employees shall have no vested right to payments of pregnancy leave allowance except to payments during a period of unemployment:

- (a) an Employee entitled to pregnancy leave under the Employment Standards Act who provides the Employer with evidence satisfactory to the Employer that they have applied for and are eligible to receive Employment Insurance benefits pursuant to Article 22 of the Employment Insurance Act, shall be paid a pregnancy leave allowance as follows:
  - (i) for the period of the first week immediately following commencement of the pregnancy leave, in an amount equal to eighty percent (80%) of the regular weekly non-overtime wages for their classification to which they were entitled as of the last day worked by them prior to their commencement of the pregnancy leave; and
  - (ii) for the period of the next sixteen (16) weeks immediately following the first week after the commencement of their pregnancy leave in an amount equal to eighty percent (80%) of the regular non-overtime weekly wages for their classification to which they were entitled as of the last day worked by them prior to the commencement of the pregnancy leave minus the sum of:
    - 1. the gross weekly employment insurance benefits which they are entitled to receive; and
    - 2. the gross amount of any other earnings which they are entitled to receive from any employment or self-employment.
- (b) As a condition of the payment under Article 22.05 (a) (ii) the Employee shall provide to the Employer bi-weekly a written declaration of the gross sum of such employment insurance benefits and such other earnings from employment or self-employment if requested.
- (c) An Employee shall be entitled to continued coverage under the health and welfare plans provided in Articles 26.01, 26.02 and 26.03 of this Agreement

during a period of pregnancy/parental leave provided that the premiums for the long-term disability shall continue to be paid by the Employee through payroll deduction. The Employee shall not be entitled to use accumulated sick leave credits or receive supplemental sick leave allowance as provided in Article 21 of this Agreement as a consequence of any illness, injury, disability or illness of immediate family member which occurs during any part of the Employee's pregnancy leave hereunder.

(d) An Employee must advise the Human Resources Director or designate in writing of the Employee's expected date of return from pregnancy leave.

22.06 A Parental Leave of absence of fifteen (15) days with pay shall be granted to an Employee who does not take pregnancy leave in accordance with Article 22.05. Such leave must be taken at any time in the period two (2) weeks before the birth of the child to five (5) weeks after the birth of a dependent child of the Employee or once the child has come into the care of the Employee, whichever is later. The taking of such leave shall not affect the Employee's eligibility for parental leave in accordance with Article 22.05.

22.07 Adoption leave of fifteen (15) days with pay shall be granted to Employees to be taken at any time in the period two (2) weeks before to five (5) weeks after the child has come into the care of the Employee.

### **22.08 Household Moving Day Leave**

An Employee shall be granted a leave of one (1) day with pay for the purpose of moving their household. This leave shall be limited to a maximum of one (1) day per year upon which an Employee actually moves their household.

Note: For the purposes of calculating pay for Part-Time Employees and Home Support Workers the following formula shall apply:

# of hours worked for the four (4) weeks prior divided by twenty (20) hours = pay for each day of household moving day leave.

### **22.09 Discretionary Leave**

The Employer shall grant to each Full-time Employee one (1) discretionary day leave of absence with pay each year. Part-time Employees shall receive three (3) discretionary days leave of absence with pay for each year. Such leave shall not be unreasonably withheld.

Note: For the purposes of calculating pay for Part-Time Employees and Home Support Workers the following formula shall apply:

# of hours worked for the four (4) weeks prior divided by twenty (20) hours = pay for each day of discretionary leave.

## **ARTICLE 23 - EXPENSE REIMBURSEMENT**

### **Permanent Full-Time, Permanent Part-Time and Contract Workers**

- 23.01 Employees shall be reimbursed by the Employer for all authorized transportation and meal expenses properly incurred in the carrying out of their duties in accordance with the following:
- (a) mileage incurred on Employee owned automobiles will be reimbursed at a rate per kilometer equivalent to the Canada Revenue Agency rate in effect as of January 1st of each year (currently at \$0.61).
  - (b) Each employee who requires it, shall be advanced by the Employer, no later than the first day of the month, a Presto Card or Presto Card payment, equivalent to the amount necessary for one (1) month of work related travel. (This provision will be implemented effective June 1<sup>st</sup>, 2022)
  - (c) Employees shall be reimbursed for meal expenses that they actually incur as a result of their attendance at a scheduled meeting outside of their regular working hours at the amount so incurred to a maximum of ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty dollars (\$20.00) for supper. No reimbursement shall take place for alcoholic beverages;
  - (d) Employees shall submit monthly statements to the Employer setting out the particulars of all expenses incurred and claimed together with receipts in the case of meal expenses prior to being reimbursed for the same.

### **Home Support Workers**

- 23.02 Home Support Workers shall be paid the single adult TTC Fare per trip between clients if the clients are not within walking distance of each other, unless the Employee is in possession of a Metro Pass or the Employee claims kilometer reimbursement.

## **ARTICLE 24 - JOB CLASSIFICATIONS AND SALARIES**

- 24.01 Schedule "A" attached hereto shows the classifications and annual salaries of the Employees within the bargaining unit with effect from the dates set out therein. The Parties agree that the said Schedule and contents thereof shall constitute part of this Agreement.

### **24.02 Coordinator Positions**

The Employer and the Union acknowledge the operating practices of the Employer with regard to the position of Program Coordinator, which has in the past, been required to exercise varying degrees of supervisory responsibility. This Article 24.02 is intended to define those responsibilities and to include all Coordinator positions, which have responsibility over the direction of the program staff on an ongoing basis.

- (a) The supervisory duties of the Coordinators will ensure the efficient delivery of program services, that the work of staff is properly performed and that there is adequate coverage of workload. Accordingly, it is agreed that:
  - i. Coordinators will be responsible for direct supervision of staff, which includes:
    - (a) assigning work;
    - (b) authorizing overtime in advance, for non-emergency purposes;
    - (c) approving and scheduling compensatory time, and vacation time, ensuring adequate coverage for program delivery;
    - (d) expending employer resources, where required;
    - (e) conducting performance reviews of staff;
    - (f) monitoring and reporting attendance of staff;
    - (g) recommending training for staff and supporting staff in their requests for training, where appropriate;
    - (h) supervise the implementation of the Employer's policies and advise the Unit Director of violation(s);
    - (i) supervision, training and ongoing support of all Employees including probationary Employees.
  - ii. Coordinators, under the direction of management, will also be responsible for:
    - (a) Participating in the hiring process including:
      - advising on the composition of the hiring committee in a accordance with this agreement
      - making recommendations to job postings,
      - reviewing and screening resumes,
      - interviewing applicants, as required;
    - (b) contributing to financial reporting and budgetary preparation, as required.
  - iii. Coordinators will be involved in the grievance and arbitration process as follows:
    - (a) assisting management in all steps of the grievance process, as outlined in Article 10.01.
  - iv. It is acknowledged that these functions shall be carried out in accordance with established Employer policies and practices.
- (b) The duties and responsibilities described above in 24.02 (a) do not comprise the full job description for the position of Coordinator.
- (c) Those Coordinators with direct responsibility over program staff agree to perform the duties and responsibilities described in Article 24.02 (a). Coordinators who fail to do so may be subject to disciplinary action.
- (d) Advice and direction regarding the handling of personnel issues shall be sought

from designated management sources.

## **ARTICLE 25 - PAY PERIODS**

25.01 All Employees will be paid by direct deposit when possible every second Friday or the last working day preceding that day for the previous two (2) weeks worked.

Employees shall, on request, be paid in advance for pay periods the payday for which occurs during absence due to vacation or professional development.

Upon request, the employer will provide current balance totals for overtime, vacation and sick leave.

## **ARTICLE 26 - EMPLOYEE BENEFITS**

### **Permanent Full-time Employees**

26.01 The Employer agrees to continue the health and welfare plans in force at the time of the signing of this Agreement provided that the Employer may discontinue any such plan and replace it with a new plan which provides the same or greater benefits. The Employer agrees to pay one hundred percent (100%) of the premiums for such plans in effect from time to time except premiums for the long-term disability plan which shall continue to be paid by each Employee covered by that plan through payroll deduction. Coverage of Employees under such health and welfare plan is, subject to the terms of such plans, compulsory for each Employee but such coverage shall not commence until an Employee has completed three (3) months' continuous service. The benefits available to Employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage.

26.02 Any dispute over payment of benefits under such plan or policies shall be adjusted between the Employee and the insurer concerned. The Employer will use its best efforts to adjust any such dispute, but the Employer is in no way liable to any individual Employee for payment of benefits under such plans or policies.

26.03 The health and welfare plans referred to in Article 26.01 are as follows:

- (a) Extended Health Care;
- (b) Group Life Insurance;
- (c) Dental; and
- (d) Long-Term Disability.

### **Multi Sector Pension Plan (MSPP)**

26.04 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

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible Employee" means all Permanent Full and Part-time Employees in the bargaining unit who have completed six (6) months of employment with the Employer. Contract Employees are eligible after twelve (12) months of employment with the Employer.

2. Commencing June 1, 2009, each Eligible Employee shall contribute for each pay period an amount equal to 3% of Applicable Wages to the Plan.

Commencing April 1, 2009, the Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3% of Applicable Wages to the Plan.

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 4 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 (for the purpose of calculating past service credit);
- 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<sup>st</sup>

- 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.

### **6.06 Part-time Employees**

An Employee shall accrue six percent (6%) of their regular gross salary in lieu of benefits, payable on each cheque.

## **ARTICLE 27 - PROFESSIONAL DEVELOPMENT**

27.01 The Employer recognizes the need for the Employees to enhance and develop their professional competencies and work skills. The Employer shall endeavour to provide Employees with educational and developmental opportunities at its own expense, subject to financial constraints. The Employer shall endeavour to accommodate the schedules of Employees who wish to take courses for professional development. Accommodation shall be at the discretion of the Employer, based on the impact of the program and the number of Employees requesting professional development per program area.

The identification of educational and developmental opportunities can be initiated by Employees, supervisors or the Executive Director. Decisions regarding staff participation in educational and developmental opportunities will reside solely with the Executive Director in consultation with the supervisors and affected Employees. Where consent for educational and development opportunities is denied by the Employer the Employer shall provide the reasons to the Employee concerned in writing.

## **ARTICLE 28 - HEALTH AND SAFETY**

28.01 The parties agree to comply with the Occupational Health and Safety Act of Ontario, as it may be amended from time to time.

28.02 Time off work, without loss of seniority or earnings, shall be granted to not more than three (3) union members of the Health and Safety Committee annually. This is for the purpose of attending educational courses and seminars, sponsored by government agencies or the Union for instruction and upgrading on health and safety matters. Such leaves of absence shall not exceed five (5) working days duration per Employee at any one (1) time and shall not exceed one (1) such course or seminar per year per Employee. Requests must be received in writing by the Executive Director at least two (2) weeks in advance of the planned date for commencement of the leave. It is understood that authorization for leaves of absence under this Article will be conditional upon maintaining a high standard of service and efficiency in the operation of the Agency.

## **ARTICLE 29 - RESPECTFUL WORKPLACE**

29.01 Every Employee has the right to a respectful and safe workplace. All Employees are entitled to a workplace that is free of behaviours such as discrimination, harassment, disruptive workplace conflict, disrespectful behaviour and violence in the workplace.

The principle of fair treatment is fundamental. Both the Employer and the Union will support Employees who find themselves in a position that could jeopardize their well-being or undermine work relationships and productivity.

## **ARTICLE 30 - EMPLOYEE FILES**

- 30.01 (a) Upon reasonable notice to the Employer the Employee, accompanied by a Union Representative if the Employee so desires, shall be permitted to review their personnel file maintained by the Human Resources Director in the presence of the Human Resources Director. Subject to 30.01 (c), where the Employee finds a letter(s) of warning, reprimand or discipline or a letter(s) of complaint that have been issued eighteen (18) months prior, the Employer shall remove such letter(s) from their file.

An Employee may request a copy of any document that has been placed in their personnel file maintained by the Human Resource Director, and the Employer shall not unreasonably refuse such a request.

- (b) An Employee who is the subject of a complaint, which the Employer is investigating, shall be advised of the complaints and its nature in writing and shall have the right to comment in writing in response. Should the letter of complaint be in writing and be placed on the Employee's file maintained by the Human Resource Director, a copy of the Employee's response shall also be placed on the file.
- (c) For purposes of discipline and discharge, the parties agree that the Employer will not be entitled to rely on any letter of warning, reprimand or discipline, or letter of complaint or any response to such complaint by the Employee, after eighteen (18) months have passed since the Employer issued such a letter of warning, reprimand or discipline, or received such a letter of complaint.

This provision will not apply to any letters of warning, reprimand, discipline, or any letters of complaint or responses to such complaints by the Employee where the subject of such letters of warning, reprimand, discipline or complaint involves allegations of violence, harassment or discrimination and where the allegations have been found to be valid or have not been grieved.

## **ARTICLE 31 - DURATION OF COLLECTIVE AGREEMENT**

- 31.01 This Agreement shall become effective as of the date that execution by both of the parties has been completed and shall continue to be in effect until the 31<sup>st</sup> day of March 2025 and shall continue to be in effect for one (1) year thereafter unless either the Employer or the Union gives written notice to the other party of its intention to enter into negotiations for the purpose of revising or terminating this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused their names to be subscribed by their duly authorized Signing Officers and Representatives.

Signed this 17 day of June, 2022

West Neighbourhood House Canadian Union of Public Employees and its Local 3393

*Moussier*

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*Amy*

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*Tracy Watson*

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*Sign*

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*J Madras*

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**Schedule "A"**

**SALARY SCALE  
April 1, 2022 to March 31, 2025**

<b>POSITION TITLE</b>	<b>Grade</b>	<b>Original Rate</b>	<b>1% Apr 1, 2022</b>	<b>1% Apr 1, 2023</b>	<b>1% Apr 1, 2024</b>
<b>Grade 2</b>	<b>2</b>	<b>18.23</b>	<b>18.41</b>	<b>18.59</b>	<b>18.78</b>
Cleaner	2	18.23	18.41	18.59	18.78
Child Minder	2	18.23	18.41	18.59	18.78
Program Support Worker, Adult Day Services	2	18.23	18.41	18.59	18.78
Relief Cleaner	2	18.23	18.41	18.59	18.78
<b>Grade 3</b>	<b>3</b>	<b>19.08</b>	<b>19.27</b>	<b>19.46</b>	<b>19.66</b>
Driver, Meals on Wheels	3	16.22	16.38	16.54	16.71
Home Help Workers	3	16.30	16.46	16.63	16.80
Junior After School Program Worker	3	15.00	15.15	15.30	15.45
Relief Receptionist	3	19.08	19.27	19.46	19.66
<b>Grade 4</b>	<b>4</b>	<b>20.91</b>	<b>21.12</b>	<b>21.33</b>	<b>21.54</b>
Building Maintenance/Security	4	19.99	20.19	20.39	20.59
Evening Receptionist 248 Ossington	4	20.91	21.12	21.33	21.54
Finance Assistant	4	20.91	21.12	21.33	21.54
Peer Worker, Community Development	4	20.91	21.12	21.33	21.54
Program Aide, Adult Day Services (Direct Care)	4	21.22	21.43	21.64	21.86
Program Aide, Adult Day Services	4	19.68	19.88	20.08	20.28
Program Assistant	4	20.91	21.12	21.33	21.54
Receptionist 248 Ossington	4	20.91	21.12	21.33	21.54
Secretary, Older Adult Centre	4	20.91	21.12	21.33	21.54
Secretary/Receptionist 1033 King	4	20.91	21.12	21.33	21.54
Senior After School Program Worker	4	15.16	15.31	15.46	15.62
<b>Grade 5</b>	<b>5</b>	<b>21.90</b>	<b>22.12</b>	<b>22.34</b>	<b>22.56</b>
Activity Worker, Adult Day Services	5	21.90	22.12	22.34	22.56
Driver, Adult Day Services & Transportation	5	17.73	17.91	18.09	18.27
Personal Support Worker (Direct Care)	5	20.45	20.65	20.86	21.07
Personal Support Worker	5	17.79	17.97	18.15	18.33
Lead After School Program Worker	5	17.86	18.04	18.22	18.40
Music School Teacher	5	21.90	22.12	22.34	22.56
Senior Home Support Worker	5	21.07	21.28	21.49	21.71
Youth Worker	5	21.90	22.12	22.34	22.56

<b>POSITION TITLE</b>	<b>Grade</b>	<b>Original Rate</b>	<b>1% Apr 1, 2022</b>	<b>1% Apr 1, 2023</b>	<b>1% Apr 1, 2024</b>
<b>Grade 6</b>	<b>6</b>	<b>24.04</b>	<b>24.28</b>	<b>24.52</b>	<b>24.77</b>
Coordinator, Building Maintenance	6	24.04	24.28	24.52	24.77
CPOP Worker	6	24.04	24.28	24.52	24.77
Family Support Worker	6	24.04	24.28	24.52	24.77
Peer Worker, Meeting Place	6	24.04	24.28	24.52	24.77
Peer Worker, Eviction Prevention*	6	24.04	24.28	24.52	24.77
Program Worker, Adult Day Services	6	24.04	24.28	24.52	24.77
Program Worker, Bang the Drum	6	24.04	24.28	24.52	24.77
Program Worker, Community Learning Network	6	24.04	24.28	24.52	24.77
Program Worker, Home at Last	6	24.04	24.28	24.52	24.77
Program Worker, Meals on Wheels	6	24.04	24.28	24.52	24.77
Program Worker, Transportation	6	24.04	24.28	24.52	24.77
Project Worker, Parkdale Meeting Place	6	24.04	24.28	24.52	24.77
Relief Paint Site Supervisor	6	24.04	24.28	24.52	24.77
Volunteer Developer	6	24.04	24.28	24.52	24.77
Weekend Drop-In Worker, Meeting Place	6	24.04	24.28	24.52	24.77
<b>Grade 7</b>	<b>7</b>	<b>25.19</b>	<b>25.44</b>	<b>25.69</b>	<b>25.95</b>
Academic Upgrading Instructor	7	25.19	25.44	25.69	25.95
Activities Planner	7	25.19	25.44	25.69	25.95
Community Financial Worker	7	25.19	25.44	25.69	25.95
Community Support Outreach Worker, Meeting Place	7	25.19	25.44	25.69	25.95
Coordinator, Parkdale Youth Space	7	25.19	25.44	25.69	25.95
Coordinator, Property Maintenance	7	25.19	25.44	25.69	25.95
Employment Specialist/Job Developer	7	25.19	25.44	25.69	25.95
Intake Worker	7	25.19	25.44	25.69	25.95
Learning Coach, Adult Learning Programs	7	25.19	25.44	25.69	25.95
Placement Supervisor	7	25.19	25.44	25.69	25.95
Pre-Placement Supervisor	7	25.19	25.44	25.69	25.95
Program Worker, Adult Learning Programs	7	25.19	25.44	25.69	25.95
Program Worker, Adult Literacy Program	7	25.19	25.44	25.69	25.95
Program Worker, Meeting Place	7	25.19	25.44	25.69	25.95
Program Worker, Personal Support Worker Lead*	7	25.19	25.44	25.69	25.95
Program Worker, Seniors CD (HATS)	7	25.19	25.44	25.69	25.95
Program Worker, Visiting & Health Promotion	7	25.19	25.44	25.69	25.95
Community Animator, Meeting Place *	7	25.19	25.44	25.69	25.95
Settlement Worker, Newcomer Youth Settlement	7	25.19	25.44	25.69	25.95
Transitional and Housing Support Worker	7	25.19	25.44	25.69	25.95
Vocational Coach/Life Skills Facilitator (TYJC)	7	25.19	25.44	25.69	25.95

<b>POSITION TITLE</b>	<b>Grade</b>	<b>Original Rate</b>	<b>1% Apr 1, 2022</b>	<b>1% Apr 1, 2023</b>	<b>1% Apr 1, 2024</b>
<b>Grade 8</b>	<b>8</b>	<b>26.34</b>	<b>26.60</b>	<b>26.87</b>	<b>27.14</b>
Assistant Coordinator, Adult Day Services	8	26.34	26.60	26.87	27.14
Caregiver Trainer	8	26.34	26.60	26.87	27.14
Children's Program Worker	8	26.34	26.60	26.87	27.14
Counsellor, Seniors and Caregivers	8	26.34	26.60	26.87	27.14
Program Worker/Bldg. Maintenance, Meeting Place	8	26.34	26.60	26.87	27.14
Program Worker, Immigrant & Refugee Services Program	8	26.34	26.60	26.87	27.14
Program Worker, Newcomer Settlement Outreach Program	8	26.34	26.60	26.87	27.14
Program Worker, Woman Abuse	8	26.34	26.60	26.87	27.14
Team Leader, Children, Youth and Family Services	8	26.34	26.60	26.87	27.14
Team Leader, Home Support	8	26.34	26.60	26.87	27.14
Team Leader, Parkdale Meeting Place	8	26.34	26.60	26.87	27.14
Team Leader Newcomer Youth Settlement	8	26.34	26.60	26.87	27.14
Community Engagement Coach, Meeting Place *	8	26.34	26.60	26.87	27.14
Volunteer Coordinator	8	26.34	26.60	26.87	27.14
<b>Grade 9</b>	<b>9</b>	<b>27.51</b>	<b>27.79</b>	<b>28.07</b>	<b>28.35</b>
Coordinator, Community Engagement (Greenest City)*	9	27.51	27.79	28.07	28.35
Mental Health and Addictions Case Mgr & Counsellor	9	27.51	27.79	28.07	28.35
Team Leader, Home Support**	9	27.51	27.79	28.07	28.35
<b>Grade 10</b>	<b>10</b>	<b>28.82</b>	<b>29.11</b>	<b>29.40</b>	<b>29.69</b>
Coordinator, Community Relations	10	28.82	29.11	29.40	29.69
Coordinator, Data*	10	28.82	29.11	29.40	29.69
Coordinator, Financial Empowerment & Problem Solving	10	28.82	29.11	29.40	29.69
Coordinator, Immigrant & Refugee Services Program	10	28.82	29.11	29.40	29.69
Coordinator, Meals on Wheels & Transportation	10	28.82	29.11	29.40	29.69
Coordinator, Music School	10	28.82	29.11	29.40	29.69
Coordinator, Home at Last & Quality Improvement	10	28.82	29.11	29.40	29.69
<b>Grade 11</b>	<b>11</b>	<b>30.16</b>	<b>30.46</b>	<b>30.77</b>	<b>31.08</b>
Coordinator, Adult Day Services	11	30.16	30.46	30.77	31.08
Coordinator, Adult Learning Programs	11	30.16	30.46	30.77	31.08
Coordinator, Career Pathways & Adult Learning Programs*	11	30.16	30.46	30.77	31.08
Coordinator, Children, Youth & Family Services	11	30.16	30.46	30.77	31.08
Coordinator, Client & Family Services	11	30.16	30.46	30.77	31.08
Coordinator, Community Development	11	29.69	29.99	30.29	30.59
Coordinator, Employment Services	11	30.16	30.46	30.77	31.08
Coordinator/Trainer, Financial Empowerment & Prob Solv*	11	30.16	30.46	30.77	31.08
Coordinator, Home Support Services	11	30.16	30.46	30.77	31.08
Coordinator, Meeting Place Adult Drop In	11	30.16	30.46	30.77	31.08
Coordinator, Parkdale Community Programs	11	30.16	30.46	30.77	31.08

<b>POSITION TITLE</b>	<b>Grade</b>	<b>Original Rate</b>	<b>1% Apr 1, 2022</b>	<b>1% Apr 1, 2023</b>	<b>1% Apr 1, 2024</b>
Coordinator, Seniors Community Development	11	30.16	30.46	30.77	31.08
<b>Grade 12</b>	<b>12</b>	<b>31.48</b>	<b>31.80</b>	<b>32.12</b>	<b>32.44</b>
Coordinator, Employment Services**	12	31.48	31.80	32.12	32.44
Community, Engagement Leader, Meeting Place *	12	31.48	31.80	32.12	32.44
Coordinator, Children Youth and Family Services**	12	31.48	31.80	32.12	32.44
Coordinator, Home Support Services**	12	31.48	31.80	32.12	32.44
Coordinator, Adult Day Services**	12	31.48	31.80	32.12	32.44
*Currently under evaluation by the Joint Job Evaluation Committee (JJE) **Existing position rate, exclusive of new hires					

# LETTER OF UNDERSTANDING #1

## Re: Temporary Assignments

The parties agree to meet through Union Management Committee during the term of this Collective Agreement to address the concerns raised by the Union with regard to temporary assignments. The purpose will be to develop a selection process that is more timely, transparent and equitable and which will benefit both parties.

Signed this 17 day of June, 2022

West Neighbourhood House

Canadian Union of Public Employees  
and its Local 3393

*Maurice*

*Amy*

*Tracy Watson*

*[Signature]*

*[Signature]*

## LETTER OF UNDERSTANDING #2

### Re: Implementation of Internal Equity Rates

Positions with pay rates which are above the applicable Internal Equity Rate will be posted with the new pay rate in accordance with the Internal Equity Rate for new and vacated positions.

It is understood that no incumbent Employee in their current position will have their pay rate affected as a result of this letter.

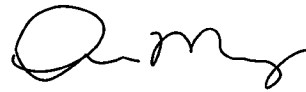
Signed this 17 day of June, 2022

West Neighbourhood House

Canadian Union of Public Employees  
and its Local 3393



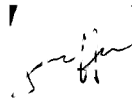
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## LETTER OF UNDERSTANDING #3

### Re: Multi Sector Pension Plan (MSPP) and Individual Registered Retirement Savings Plan (RRSP)

#### **Permanent Full and Part-time Employees hired on or after January 1, 2009**

Contributions for eligible Employees shall be made by the Employer to the MSPP at a rate of 3% of Applicable Wages.

#### **Permanent Full-time Employees hired between April 1, 2003 and December 31, 2008**

Contributions for eligible Employees shall be made by the Employer to the MSPP at a rate of 3% of Applicable Wages.

The Employer shall also contribute into the individual RRSP of each Employee 2% of Applicable Wages of the Employee during the calendar year or part thereof.

Note: All RRSP contributions for the calendar year shall be calculated at the rates prescribed effective April 1 of each year for gross salary earned by an eligible Employee. The Employer shall make the contributions provided in this Article for each calendar year or part thereof on December 31.

#### **Permanent Full-time Employees hired before April 1, 2003**

Contributions for eligible Employees shall be made by the Employer to the MSPP at a rate of 3% of Applicable Wages.

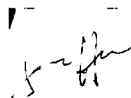
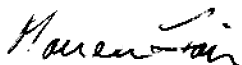
The Employer shall also contribute into the individual RRSP of each Employee, 5% of Applicable Wages of the Employee during the calendar year or part thereof.

Note: All RRSP contributions for the calendar year shall be calculated at the rates prescribed effective April 1 of each year for gross salary earned by an eligible Employee. The Employer shall make the contributions for each calendar year or part thereof on December 31.

Signed this 17 day of June, 2022

West Neighbourhood House

Canadian Union of Public Employees  
and its Local 3393



*J. Madman.*

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# LETTER OF UNDERSTANDING #4

## Re: PSW Handbooks

The parties agree to establish a Joint Committee, which shall be comprised of no more than two (2) representatives from the Union and no more than two (2) representatives from the Employer. The Joint Committee will be co-chaired. Representatives appointed to the Joint Committee by the Union shall not suffer any losses and all committee related work, as approved by the co-chairs will be considered time worked for all purposes.

The Joint Committee will have its first meeting within one hundred and twenty (120) days following ratification and will continue to thereafter as required and times agreed upon by the co-chairs.

The Joint Committee is mandated to review both the "Procedures Handbook Home Support Workers" and the "PAL Personal Support Worker Handbook" with the view of recommending changes as may be needed. The Joint Committee's recommendations will be provided to the Employer and the Union for implementation.

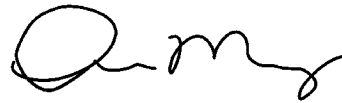
Signed this 17 day of June, 2022

West Neighbourhood House

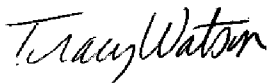
Canadian Union of Public Employees  
and its Local 3393



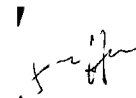
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# LETTER OF UNDERSTANDING #5

## Re: Home Support Workers

The parties agree to establish a Joint Committee, which shall be comprised of no more than three (3) representatives from the Union and no more than three (3) representatives from the Employer. The Joint Committee will be co-chaired. Representatives appointed to the Joint Committee by the Union shall not suffer any losses and all committee related work, as approved by the co-chairs will be considered time worked for all purposes.

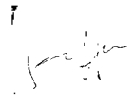
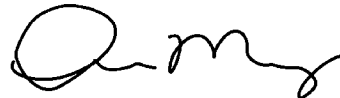
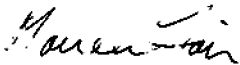
The Joint Committee will have its first meeting within one hundred and twenty (120) days following ratification and will continue to thereafter as required and at times agreed upon by the co-chairs.

The Joint Committee will identify and discuss issues pertaining to the nature of Home Support work. The issues discussed will include, but not be limited to, how work is assigned, including the assignment of new clients; schedules and scheduling and the role of seniority; rest periods; travel between clients; worker availability and professional development. The Committee will develop recommendations as may be agreed upon to address any or all of the issues it identifies and will report back to the Employer and the Union. Recommendations that do not affect increased monetary costs for the Employer, or as otherwise agreed, will be implemented. Any remaining recommendations will be referred to the next round of contract negotiations.

Signed this 17 day of June, 2022

West Neighbourhood House

Canadian Union of Public Employees  
and its Local 3393



## LETTER OF UNDERSTANDING #6

### Re: Job Experience Placement

The Union agrees and supports programs that help the Community and people that live in the Community. A Job Experience Placement (or other placement pursuant to training) shall not be used to displace any paid employment at West Neighbourhood House including:

1. Duties currently held by an Employee
2. Duties performed by an Employee who has been laid-off and has recall rights under the Collective Agreement
3. Duties of an Employee who is on leave of absence.

The Employer shall provide the Union with all job descriptions of the proposed placement opportunities. If a third party requires approval from the Union, the Union shall respond within ten (10) working days from receipt of required information.

Signed this 17 day of June, 2022

West Neighbourhood House

Canadian Union of Public Employees  
and its Local 3393

*Maurice*

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*Amy*

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*Tracy Watson*

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*Sign*

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*D. Madman*

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*[Signature]*

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# LETTER OF UNDERSTANDING #7

## Re: Full-time Personal Support Worker Positions

The Employer agrees to create a minimum of two (2) full-time Personal Support Workers positions each and every year of the agreement. The first position shall be posted on the first business day following June 1<sup>st</sup> and the second on the first business day following October 1<sup>st</sup> pursuant to Article 13 of the Agreement and the normal hours of work shall be thirty-five (35) hours per week, excluding meal breaks. The Employer agrees to provide the Union with a copy of the posting prior to its being posted.

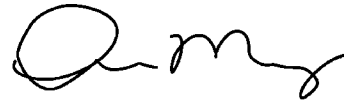
Signed this 17 day of June, 2022

West Neighbourhood House

Canadian Union of Public Employees  
and its Local 3393



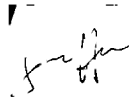
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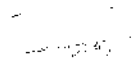


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