

COLLECTIVE AGREEMENT

BETWEEN:

GILBERT CENTRE FOR SOCIAL AND SUPPORT SERVICES



- and -



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1813.14

The parties herein agree that the term of the Collective Agreement shall be from

March 18, 2022, and shall expire on March 31, 2025.

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ARTICLE 1 – PREAMBLE

- 1.01** The general purpose of this Agreement is to establish and maintain harmonious relations between the Employer and its Employees. To establish and maintain mutually satisfactory working conditions, hours of work, wages, and to provide procedures for the prompt and equitable disposition of grievances for all Employees who are subject to the provisions of this Agreement. To promote the morale, well-being and security of all the Employees in the Bargaining Unit. Both parties agree to act in a fair and reasonable manner.
- 1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

DEFINITIONS

- a) An Employee is any person employed by the Employer who is recognized under the Scope Clause Article 3.01.
- b) The Employer is the Gilbert Centre for Social and Support Services.
- c) A Probationary Employee is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- d) A Regular Full-time Employee is an Employee who has successfully completed the probationary period and who regularly works more than 21 hours of work per week.
- e) A Regular Part-time Employee is an Employee who has successfully completed the probationary period and who regularly works 21 hours of work or less per week or less.
- f) “Union” is the Canadian Union of Public Employees, Local 1813.14.
- g) A Gilbert Ambassador is an Employee with terms and conditions of employment and employment status as defined under Appendix A.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees of The Gilbert Centre for Social and Support Services working in and out of the City of Barrie, the County of Simcoe, and the District Municipality of Muskoka, Ontario, save and except Supervisors and persons above the rank of Supervisor.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of instruction, experimenting, emergencies, or while awaiting the arrival of a Regular Employee.

It is understood that on occasion an amount of unscheduled work of the Bargaining Unit is being performed by managers, but at no time would it amount to enough time worked that could justify an additional P-T or F-T position being created.

3.03 No Contracting Out

The Employer will not contract out any work regularly performed by members of the Bargaining Unit to a contractor or sub-contractor, with the exception of arrangements between partnered agencies who collaborate in a multi-agency bid to secure funding. The union will be advised of the arrangement as part of the bid.

3.04 Employment Assistance Placements and Volunteers

It is understood that employment placements and volunteers are unpaid workers and are for the sole purpose of providing a workplace experience and training for the individual in such placement. They may accompany a Bargaining Unit Employee in the delivery of performing the work of the Bargaining Unit but at no time will the Employer use persons available through employment assistance programs to perform work of the Bargaining Unit whereby it reduces the work available of Bargaining Unit Employees.

3.05 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.06 Crossing of Picket Lines During a Strike

An Employee covered by this Agreement will have the right to refuse to cross a picket line, refuse to do the work of striking or locked out Employees, and refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line, to perform the work of striking or locked out employees, or to handle goods from an employer where a strike or lockout is in effect by a member of this Union, will not be considered a violation of this Agreement. It is not grounds for disciplinary action, other than loss of wages for the period involved. Any Employee who exercises their right under this Article will notify the Employer immediately.

3.07 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

It shall be the responsibility of the Employee to keep the Employer informed of the employee's current address or primary contact information. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

3.08 Union Orientation Sessions

a) Potential Employees

During the interview process, the Employer will advise potential Employees that a Collective Agreement is in effect , union dues will be deducted from all regular earnings, and the Employer agrees to inform them of the local Executive name and contact information.

b) New Employees

On commencing employment in a position within the Bargaining Unit, the employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

c) Notification of New Hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual which ever is applicable), start date, and work location of all Employees hired into the Bargaining Unit.

3.09 Access to Work Site

a) Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union, after working hours, and pending approval by the Employer.

b) Work Site Access

The Representative designated by the Union will request in advance to be given access to work sites to meet with Employees covered by this Agreement. The Employer will not withhold approval unreasonably.

c) Regular Staff Meetings

During any all-agency staff meeting, the Union can request an opportunity to make Union announcements with the Employees in the Bargaining Unit at the conclusion of that meeting for up to one half hour (30 minutes) for this purpose, without loss of pay to those in attendance. Those Employees outside of the Bargaining Unit may be asked to not be present during the Union's meeting.

3.10 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement and upon notification to the Employer. The Union will advise the Employer prior to entering the workplace.

3.11 Bulletin Boards

The Employer will provide a Union bulletin board in each work site. In multi-floor buildings, a Union bulletin board will be located on each floor. These boards will be located in areas that are visible to Employees. The bulletin boards will be used solely for postings related to the local Union. The boards will have a glass or other locking cover and the Union and Employer will have a key. The union agrees not to post any disparaging information or communications about the employer.

3.12 Copies of the Agreement

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

ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, gender identity, gender expression, substance use, criminal history, pregnancy, physical disability, mental disability, illness, or disease, ethnicity, nationality, or aboriginal origin, family status, marital status, income or source of income, political belief, affiliation or activity, membership in a professional association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

The Employer agrees to develop, jointly with the Union, a policy against harassment, bullying and violence in the workplace and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of harassment, bullying, and violence in the workplace in staff or management training sessions.

4.03 Sexual Harassment

a) Sexual Harassment by an individual: Sexual harassment may occur irrespective of gender and is:

- i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.
- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
 - c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
 - d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
 - e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
 - f) No information relating to the grievor's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
 - g) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- a) To maintain order, discipline, and efficiency and to make, alter, and enforce reasonable rules and regulations to be observed by the employees.
- b) To hire, lay-off, direct, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that they have been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided.
- c) These rights remain subject to the grievance and arbitration procedure.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

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

ARTICLE 7 – UNION SECURITY

7.01 Union Security

All persons hired by the Employer will apply to the Union to become members, thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present Employees who are now members of the Union and, those Employees who subsequently become members of the Union, will remain members of the Union as a condition of employment, provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

7.02 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.

b) Dues supporting documentation

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.
- The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) T-4 slip

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 8 – LABOUR MANAGEMENT RELATIONS

8.01 Representation

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

8.02 Union-Management Committee

a) Union-Management Committee

A Union-Management Committee will be established consisting of representatives of the Union and representatives of the Employer. The Committee will enjoy the full support of both parties in the interest of improved service to the public, and job security for the Employees.

b) Function of Committee

The Committee will concern itself with the following general matters:

- i) Considering constructive criticisms of all activities so that better relations will exist between the Employer and the Employees.
- ii) Improving and extending services to the public.
- iii) Promoting safe and sanitary practices.
- iv) Reviewing suggestions from Employees, questions on working conditions and service (but not grievances concerned with service).
- v) Correcting conditions causing grievances and misunderstandings.
- vi) Any other matters mutually agreeable to the parties.

c) Meetings of Committee

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

d) Chairperson of the Meeting

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings.

e) Minutes of Meeting

Minutes of each meeting of the Committee will be prepared and signed (which includes e-mail approval) by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative, and the Employer will each receive two (2) signed copies of the minutes within one (1) week following the meeting.

f) Jurisdiction of Committee

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee will not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Bargaining Committee

A Bargaining Committee will be appointed or elected and consist of no more than three (3) members of the Union and two (2) alternates as representatives of the Union. The Union will advise the Employer of the Union nominees to the Committee. All regular hours spent attending meetings of the Bargaining Committee, up to and including conciliation and mediation, shall be considered as time worked.

Time off with pay shall be granted to the three (3) representatives of the Union upon application to the Employer for preparation meetings for collective bargaining.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages, sick time, flex time, overtime, float days and any other supplementary pay and deductions.

9.02 Payroll Error

A payroll error made by the Employer resulting in underpayment will be rectified by the Employer within three (3) working days of being notified.

ARTICLE 10 – HOURS OF WORK

10.01 Hours of Work

The hours of operation for the Gilbert Centre will be from 8:00 am – 9:00 pm Monday to Friday. Hours outside of these times will be subject to overtime and or premium pay subject to Article 10.05 & 10.06.

The normal daily hours of work for employees will not exceed 10 consecutive hours of work in a 5-day period for a maximum of forty (40) hours per week.

In the event that an employee 's hours are outside of the normal hours of work it will be identified in their Letter of Employment provided upon their hire.

10.02 Paid Breaks

Employees who work 5+ hours will be entitled to a 30-minute paid break.

Employees who work 7+ hours will be entitled to an hour paid break.

Employees who work 10 hours will be entitled one forty-five minute (45) paid break plus a second thirty minute (30) paid break.

10.03 Notice of Schedule

For employees with set schedules, the hours of work for each employee will be posted at least two (2) weeks in advance.

Employees with flexible schedules will submit their schedule to their supervisor two weeks in advance.

The schedule will not be changed without mutual consent.

10.04 Overtime Defined

If required by the Employer, all time worked outside the normal workday, the normal workweek, or on holiday shall be considered as overtime.

10.05 Overtime Rates

If required by the Employer, overtime work shall be paid at the rate of time and one half (1 1/2) for time worked over the Employee's regularly scheduled work week.

10.06 Weekend Premium

Any employee required by the Employer to work outside of the normal work hours from Monday to Friday they will be entitled to premium of \$.50 per hour of work. There will be no pyramiding of premiums.

ARTICLE 11 – OVERTIME

11.01 Lieu time

All time worked outside the normal workday which was determined two (2) weeks in advance will be banked at straight time the hourly rate. An employee can bank a maximum of thirty-five (35) hours of flex time.

Once an employee's Lieu Bank exceeds thirty-five (35) hours they will be required to make arrangements with their supervisor or designate to schedule time off until they reduce their bank to thirty-five (35). If the employee cannot be granted such time off within one two (2) *months* of such request, then the Employer will pay the lieu time at straight time the hourly rate until the bank is reduced to thirty-five (35) hours max.

11.02 Reporting Pay

An Employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked, with a minimum of four (4) hours pay, unless the employee volunteers to leave work in less than four (4) hours.

11.03 No Lay-Off to Compensate for Overtime

There shall be no layoff of regular hours to equalize any overtime which the Employee has worked.

ARTICLE 12 – EMPLOYEE BENEFITS

12.01 Disclosure of Information

The Union shall be provided with a current copy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all Employees.

12.02 Benefit Coverage - Canada Life, policy number 414215

The Employer shall pay sixty-five (65) percent of the cost of the following benefit plans for all Employees and their dependants. Benefits include the following categories:

- a) Employer Health Tax
- b) Group Life Insurance
- c) Dependant life Insurance
- d) Prescription Drug Plan
- e) Dental Benefits Plan
- f) Vision Care Plan
- g) Health Benefits Plan

12.03 Changes to Benefits

The parties agree that the benefit plans may only be altered or amended by the mutual agreement of both parties.

12.04 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

12.05 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer will provide to them the full Benefit Plan contracted for and in effect for Employees covered herein.

12.06 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

12.07 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

- i) While on paid leave of absence
- ii) While on pregnancy and parental leave
- iii) While absent due to illness

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of twenty-four months (24 months), following the death of a full-time Employee, other than a retiree.

12.08 Improvements from Savings

The Employer agrees to discuss with the Union, any savings such as any dividend, premium reduction, experience rebate, or other savings from the benefit plan, including as a result of legislative action.

ARTICLE 13 – SICK LEAVE

13.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay or without because of illness, an accident, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

For the purpose of this Article, the word "month" means a calendar month, and the word "sick leave" includes injury and/or any other physical or mental incapacity.

13.02 Amount of Sick Leave

Each employee will be entitled to fifteen (15) days of sick time prorated to their regularly scheduled shifts.

Sick time may be used in hourly increments and for preventative or proactive interventions in supporting one's physical or mental health and wellbeing.

13.03 Sick Bank

At the end of the calendar year, any unused sick time may be banked up to a maximum of five (5) days. Unused sick time in excess of five (5) days will have no cash value and are forfeited at the end of the calendar year.

When an employee exhausts their current years sick entitlement, they will be entitled to access their sick bank.

13.04 Proof of Illness

Following ten (10) consecutive days of illness, an Employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

13.05 Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave or lay-off.

13.06 Sick Leave Record

Any Employee is to be advised on application, of the amount of sick leave accrued to their credit.

13.07 Accumulation and Payment of Sick Leave

If an Employee dies, the value of the Employee's sick bank, as well as a payment for unused sick credits will be paid to the Employee's estate.

The Employer will provide, to each Employee, once a year, the total of their sick leave accumulation.

13.08 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

13.09 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 14 – LEAVES

14.01 Compassionate Leave

Employees will be granted a leave without pay of twenty-eight (28) weeks in a fifty-two (52) week period to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave, Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue all benefits and seniority.

14.02 Adoption, Pregnancy and Parental Leave

Adoption, pregnancy, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy, and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an Employee is off work on adoption, pregnancy, and parental leave, the employee and Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy, and parental leave will return to their former position.

14.03 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), sibling, child, or parent, the Employee will be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, the Employee will be entitled to leave of absence without loss of pay for four (4) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece, or nephew or any other second degree relative, the Employee will be entitled to leave of absence without loss of pay for three (3) days.
- d) Bereavement leave requests for other relationships are to be made to the ED and a decision will be made on a case-by-case basis.
- e) Where the burial occurs at a locale in excess of 350 miles, such leave will include reasonable travelling time, the latter not to exceed two (2) days with pay. Additional days without pay may be granted. The Employee will be paid for scheduled hours during the leave, which they otherwise would have worked. The Employee will be allowed to save one (1) day to attend the memorial service.

14.04 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding subpoenaed by the Crown, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties, the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that they will be required to attend at court;
- b) Present proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

14.05 Unpaid Leave of Absence

Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employer will make every effort to comply with an Employee's request for such leave. The response of the Employer will be given in writing; if refusal, the reasons for the refusal must be stated.

Such leave will not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave.

However, vacation entitlements, sick leave credits, and seniority will not accumulate during an unpaid leave of absence. Medical, dental, and other insurance coverage under this Agreement will continue if the Employee pays the full premium for such coverage. If payment is not received from the Employee within thirty (30) days of being notified of the amount the coverage will be terminated.

14.06 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Employer will provide a detailed invoice of such costs to the Union and the Union will endeavour to reimburse the Employer within 30 days but no later than 45 days of receipt of the invoice.

14.07 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay. The Employer will provide a detailed invoice of such costs to the Union and the Union will endeavour to reimburse the Employer within thirty (30) days but no later than forty-five (45) days of receipt of the invoice.

ARTICLE 15 – Duty to Accommodate/Return to Work

15.01 The Parties recognize the Ontario Human Rights Code as the pre-eminent piece of legislation in Ontario and is fully applicable in all matters involving WSIB, STD, LTD, return to work, accommodation, modification, permanent and temporary disability.

The Parties recognize that to ensure that accommodation, modification, or graduated return to work plans are reviewed and validated by qualified medical professionals where there is any concern about the placement based on the interpretation of medical reports or assessments.

The Parties recognize that accommodation requests and return to work plans will be conducted in a timely manner to expedite the arrangement of appropriate accommodation to minimize unnecessary absenteeism.

15.02 It is the responsibility of persons with disabilities to:

- Inform the Employer of their needs, submit a request for accommodations to Employer, and advise their Union.
- Cooperate in obtaining necessary information including medical and other expert opinions.
- Participate in discussions about solutions, and
- Work with the Employer and the Union on an ongoing basis to manage the accommodation process.

15.03 The Union must:

- Take an active role as a partner in the accommodation process.
- Share joint responsibility with the Employer to promote accommodation, and
- Support accommodation measures regardless of the Collective Agreement.

15.04 The Employer is required to, up to the point of undue hardship:

- Accept accommodation requests in good faith.
- Request only information that is required to make the accommodation.
- Obtain expert advice or opinion where necessary.
- Take an active role in ensuring that all possible solutions are examined.
- Maintain the confidentiality of persons with disabilities.
- Deal with accommodation requests in a timely way.
- Bear the cost of any required medical information or documentation.

15.05 The Employer, Union, and Employee will meet to discuss accommodation options within a reasonable period of time, for the request to be accommodated.

15.06 Accommodation and return to work plan will be reviewed on an ongoing basis.

ARTICLE 16 – Vacation

16.01 Length of Vacation

Every regular Employee will be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:

- a) An Employee will be allowed three (3) weeks paid vacation (or 6% of gross earnings) from the date of hire until their third (3rd) anniversary falls.
- b) An Employee will be allowed four (4) weeks paid vacation (or 8% of gross earnings) in the calendar year in which their fourth (4) anniversary falls.
- c) An Employee will be allowed five (5) weeks paid vacation (or 10% of gross earnings) in the calendar year in which their eighth (8) anniversary falls.

- d) An Employee will be allowed six (6) weeks paid vacation (or 12% of gross earnings) in the calendar year in which their tenth (10) anniversary falls.

Note: It is understood that in addition to the vacation allotment above, the Employer exercises a 1 week paid shut down between December 24th until January 2nd of each year. The Union agrees that December 27, 28, 29, 30, 31 are not considered to be a Statutory holiday in case an employee elects to work.

16.02 Carry-Over of Vacation

Employees will be allowed to carry forward paid vacation time into the next calendar year to a maximum of one (1) week.

16.03 Vacation Schedule

Preference of scheduling for vacation will be based on the following criteria:

- i) seniority and; (in the case of equal seniority, the first submitted will be given preference).
- ii) First come first serve basis, and;
- iii) The efficient operation of the organization, and;
- iv) While ensuring adequate program coverage, and;
- v) No request will be unreasonably denied.

Vacation requests must be submitted by December 1st for seniority to be considered in the following calendar year (January 1st and December 31st) and will be approved/posted by January 1st of the following year. Once Vacation is approved, it may not be cancelled without mutual agreement of the Employee and the Employer.

Vacation requested for within the same calendar year, will be granted on a first come first serve basis and will take into consideration the efficient operation of the organization, and adequate program coverage.

By August 1st of each year the Employer will provide the Employees who have outstanding vacation entitlement beyond the five (5) days carry over, a reminder to submit a vacation request. If the Employer does not receive vacation request by August 31st the Employer may schedule the vacation for such Employee.

16.04 Unbroken Vacation Period

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

16.05 Approved Leave of Absence During Vacation

Where an Employee qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation displaced will either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

16.06 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 17 – PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	Boxing Day
Civic Holiday	

17.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the Employee must work their scheduled working day immediately preceding or the working day following the holiday unless on a leave of absence or absent due to illness.

17.03 Payment for Holidays

The Employer agrees to pay the Employee holiday pay for the days listed in Article 17.01 at the rate determined by the following formula: the total amount of regular wages earned plus the vacation pay payable in the four (4) work weeks preceding the work week in which the holiday falls, divided by twenty (20).

In addition to the holiday pay, an Employee who is has not made their own schedule and works on any days in Article 17.01, will receive compensation at the rate of one and a half (1.5) times the Employee's regular hourly rate for every hour worked, or the Employee may be granted an alternate day off (lieu day), at a mutually agreeable time.

17.04 Holidays for Days Off

When any of the above noted holidays fall on an Employee's scheduled day off, the Employee will receive another day off with pay at a time mutually agreed upon between the Employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

Employees may take lieu time off during the period two (2) months in advance or following the holiday at a time mutually agreed. If an Employee takes paid time off before the holiday and their employment then ends before the holiday occurs, any pay they may have received is an offset against any wages or vacation pay owed them.

17.05 Paid Holidays During Vacation or Leave

If a paid holiday falls or is observed during an Employee's vacation period the Employee will be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time. If a paid holiday falls or is observed during an Employee's authorized leave period, that day shall count as a paid holiday and not as a day of leave.

17.06 Float Days

Each Employee will be entitled to five (5) days of float time prorated to their regularly scheduled shifts. Unused float time does not hold cash value and cannot be carried forward.

Float days can be used in hourly increments and for example, religious observances, family's birthdays, family illness, etc. Such requests for time off shall not be unreasonably denied. Float days are not to be used for sick or vacation requests unless those banks are fully depleted for the remainder of the calendar year.

ARTICLE 18 – FEES AND ALLOWANCES

18.01 Education and Professional Fees

The Employer agrees to pay all wages and costs of any upgrading or courses that are required to be taken by any Employee. In addition, Employees will receive pay for any lost wages. Such approval will not be unreasonably withheld.

Where an Employee is required to maintain a certification that pertains to their position, the Employer will pay for the fees associated with that certification. This will not be interrupted by a temporary reassignment or secondment.

18.02 Mileage Allowance

- a) When Employees are required by the Employer to use their own vehicles in the performance of their duties, they will be reimbursed for all distance driven for Employer business purposes at the current CRA rate.
- b) When calculating the distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.

18.03 Equipment and Tools

The Employer will supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

18.04 Personal Protective clothing

The Employer will make available the following personal protective equipment to Employees as required for their work:

- Rubber gloves
- Work gloves (sharps gloves)
- Tongs
- Biohazard containers
- Any other PPE that is required for safety as deemed reasonable under the Health & Safety act while performing their duties.

The Employer agrees to reimburse Harm Reduction Employees who are required to do street-based outreach for the purpose of engaging people who are experiencing houselessness and/or using drugs, up to \$200 per calendar year with proof of receipt for the following items:

- Appropriate footwear
- Appropriate outdoor clothing

Definitions of appropriate footwear and outdoor clothing will be determined between the reporting manager and/or Executive Director (ED) and the Health & Safety Committee.

ARTICLE 19 – POSTING OF POSITIONS

19.01 Job Postings

- a) When a vacancy occurs or a new position is created within the Bargaining Unit, seven (7) calendar days of the vacancy, the Employer will post a notice on the Employer's main bulletin boards with a copy to the Union.
- b) The position will be posted for a period of seven (7) day's so that interested Employees can apply.
- c) The name of the successful applicant will be posted on the Employer's main bulletin board and e-mailed to all Employees within three (3) days of the acceptance of the successful applicant .
- d) The successful applicant for a permanent vacancy will fill the vacancy within seven (7) calendar days from the date the Employee was awarded the vacancy.

19.02 a) Temporary Vacancies

Temporary vacancies anticipated to be less than thirteen (13) weeks duration will not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

A vacancy that occurs for more than thirteen (13) weeks will be posted stating that the position is temporary and will indicate the estimated duration of the temporary job. In any event, the temporary job will not exceed six (6) months unless mutually agreed to between the Employer and the Union. Upon termination of a temporary vacancy, the Employee filling the vacancy will be returned to the classification and job location in which they last worked. In the event that a part-time Employee is a successful applicant, the said Employee will retain their part-time status during the temporary full-time period.

The successful applicant for a temporary full-time vacancy will fill the vacancy within seven (7) calendar days from the date the Employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

b) Temporary Employees

A temporary Employee, under this agreement, means those employed for a specific job of less than thirteen (13) weeks duration and shall be entitled to all benefits of this agreement, except where prevented by the carrier, at which time will receive 6% hourly wage in lieu of benefits. Notice will be given to the Union of all temporary Employees, the reason, and the approximate duration of employment. The thirteen (13) weeks may be extended by mutual agreement with the Union.

Temporary Employees as defined in Article 10.02 (a) shall have seniority for bidding purposes for positions covered under the Collective Agreement as follows:

- i) If service worked from the original date of hire provided there has not been a break in service of more than 120 calendar days.
- ii) In the event there is a break in service of 120 calendar days or less, such time shall be considered as continuous service.
- iii) If there is a break in service over 120 calendar days, such time will not contribute to service, and seniority date will be adjusted accordingly.

19.03 Appointments

In making staff changes, transfers, or promotions, within the Bargaining Unit, the appointment will be made of the senior applicant provided they have the qualifications and ability to perform the requirements of the job. Appointments from within the Bargaining Unit will be made within three (3) weeks of posting.

19.04 Trial Period

The successful applicant will be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion will become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and salary without loss of seniority. Should their position no longer be available, they will reserve the right to bump another Employee as per Article 22 of the Collective Agreement. An Employee deemed unsatisfactory in the trial period by the Employer shall have the right to grieve. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and salary without loss of seniority.

19.05 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls, and terminations of employment. Notices of such appointments with the exception of termination will also be posted. The Union will be supplied a copy of each posting and notices of termination.

19.06 Classifications

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the

Union, it will become the rate for the job. If the rate is not acceptable to the Union, the parties agree negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 20 – SENIORITY

20.01 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunities should increase in proportion to length of service providing they have the qualifications and abilities to perform the position.

20.02 Seniority Defined

Seniority is defined as the length of service with the Employer in the Bargaining Unit. Notwithstanding the above, a part-time Employee cannot accrue more than one (1) year's seniority in a twelve (12) month calendar period.

Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee has the qualifications and ability to perform the requirements of the job. Seniority will operate on a bargaining-unit-wide basis.

20.03 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

Regular Full-time Employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, including all previous service prior to Certification. Seniority will operate on a Bargaining Unit wide basis.

Regular Part-Time Employees will accumulate seniority on the basis of one (1) year's seniority for each eighteen hundred and twenty (1820) hours paid in the Bargaining Unit as of the last date of hire, including all previous service prior to Certification. Seniority will operate on a Bargaining Unit wide basis.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.

For the purpose of this Article, time away from work that is protected by the Employment Standards Act or the Ontario Human Rights Code will be deemed to be hours accumulated for seniority.

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

and layoffs, the seniority list will be updated to which the job was posted, or the notice of layoff was given.

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

20.04 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the Bargaining Unit. The Employer will appoint, and an Employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the Bargaining Unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 19. Upon return to the Bargaining Unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other Bargaining Unit member will also revert back to their original positions. Upon return to the Bargaining Unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

20.05 Loss of Seniority

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

An Employee will only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind resignation within twenty-four (24) hours.
- c) An Employee's contract ends, and they are not recalled elsewhere within eighteen (18) months.
- d) They fail to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given.
- e) On receipt of a recall notice sent by registered mail, (or another method of communication which is agreed to in writing.) If the Employee fails to notify the Employer in writing, of the Employee's intentions within seven (7) calendar days and fails to report for work within fourteen (14) calendar days.
- f) They are absent from work for five (5) days without providing a reason satisfactory to the Employer.
- g) At the conclusion of employment as defined in 19.02 b) Temporary Employee.

20.06 Transfer from Full-Time or Part-Time status

If an Employee transfers from full-time to part-time, or part-time to full-time the following method will be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1820 hours paid.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Probationary Employees

Newly hired Full-Time Employees will be considered on a probationary basis for a period of three (3) calendar months. The probationary period for Regular Part-Time Employees shall be 420 hours worked from the date of hire. During the probationary period, Employees will be entitled to all rights and privileges of this Agreement unless otherwise specified. A probationary Employee may not grieve their release from employment provided the release is not done in bad faith or for exercising their rights under any legislation. After completion of the probationary period, seniority will be effective from the original date of employment.

ARTICLE 22 – LAYOFFS AND RECALLS

22.01 Definition (Lay-Off)

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

22.02 Layoff Notice

In the event of a layoff, Employees with on or more years of service will receive two weeks notice of layoff, except for circumstances beyond the Employer's control prevents providing advance notice.

Notice of layoff will be writing, with a copy to the Union.

Employees who are laid off and subsequently recalled within one (1) year, will be credited with previous seniority at the time of layoff.

Employees who are laid off can agree to receiving their termination pay at the time of lay off, calculated at the ESA standard in exchange for agreeing to forfeit their recall rights and being terminated at the time of lay off. This election would be agreed to in writing and binding on all parties. This election must be received by the Employer within ten (10) calendar days of lay-off.

22.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff or be entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications and ability to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed fifteen (15) working days.

22.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they have the qualifications and ability are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment.

Employees will not lose recall rights if they refuse a temporary position of two (2) weeks or less duration.

ARTICLE 23 – GRIEVANCE PROCEDURES

23.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Committee and/or the Steward may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Committee Member or Steward.

23.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer will be required to recognize them.

23.03 Grievance Committee

The Grievance Committee will be composed of up to two (2) members of the Union plus the Union Steward directly involved with the grievance.

23.04 Permission to Leave Work

Union Officers and Committee Members will be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent performing such Union duties, including work performed on various Committees, will be considered as time worked.

23.05 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

23.06 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, or union administration, or alleged violation of the Collective Agreement or a case where the Employer or Union has acted unjustly, improperly, or unreasonably.

23.07 Settling of Grievance

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

Step 1 If an Employee believes they have a grievance, they are encouraged to first give their immediate supervisor or Manager the opportunity of adjusting their complaint and will first seek to settle the dispute verbally with the Employee's Supervisor and at any time reserves the right to request to have a steward present.

Step 2 Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Steward or Chief Steward will submit to the Department Head a written statement of the particulars of the grievance and the redress sought.

The Department Head will render their decision within five (5) working days after receipt of such notice.

Step 3 Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Executive Director or their designate, who will render their decision within five (5) working days after receipt of such notice.

Step 4 Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

23.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

23.09 Policy Grievance

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

23.10 Union May Institute Grievance

a) The Union and its Representatives will have the right to originate a grievance on behalf of the local as a policy grievance and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance will commence at Step 2.

Employer May Institute Grievance

b) The Employer and its Representatives will have the right to originate a grievance on behalf of the Employer as a policy grievance and to seek adjustment with the Union in

the manner provided in the Grievance Procedure. Such a grievance will commence at Step 2 with the Union.

23.11 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union.

23.12 Grievance on Safety

An Employee, or a group of Employees, who is requested to work under unsafe or unhealthy conditions will have the right to file a grievance in the third step of the grievance procedure for preferred handling.

23.13 Replies in Writing

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

23.14 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

23.15 Failure to Act Within Time Limits

If the Grievor, the Union, or the Employer is unable to meet the prescribed timelines, they will advise the parties of the timeline extension that they require. The timeline may be extended with mutual agreement.

23.16 Referral to Arbitration

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

23.17 Definition of Working Days

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

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration. A Notice of Intent to Arbitrate will be forwarded to the other party within the time limits set out in Article 23.07 and such notice will contain proposed names of three (3) arbitrators to select from. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn select or propose alternate name of 3 arbitrators. Should the parties fail to agree on a single Arbitrator within five (5) working days from the date the lists were exchanged,

then either party will request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment of a single arbitrator.

24.02 Payment for Arbitration

Each of the parties hereto will jointly bear equally the expense of the arbitration, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

24.03 Powers of Arbitrator

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

24.04 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Arbitrator.

24.05 Single Arbitrator

The Arbitrator will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the Arbitrator will govern.

The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

25.02 Union Representation

An Employee who is called to a meeting by Management for the purpose of receiving a written warning that will form part of an Employees record, disciplinary action, a disciplinary suspension or discharge will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. Any and all discipline provided to the Employee will be deemed null and void unless a Union representative is present.

25.03 Adverse Report

The following procedure will be followed only if such expression of dissatisfaction will become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters.

The Employer will notify an Employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event or when the Employer became aware of the event, whichever is later and will provide copies to the Union. This notice will include particulars of the work performance, which led to such dissatisfaction.

This Article will be applicable to any complaint or accusation, which may be detrimental to an Employee's advancement or standing with the Employer whether or not it relates to their work. The Employee's reply to such complaint, accusation, or expression of dissatisfaction will become part of their record.

Whenever the Employer or a representative of the Employer deems it necessary to ensure an Employee who is past their probationary period in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such Employee fails to bring their work up to a required standard, the Employer will, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

25.04 Disciplinary Action

The Employer may take disciplinary action against an Employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of the disciplinary action.

The record of the suspension, disciplinary action, letter or reprimand, or adverse report of an Employee will not be used against them at any time after eighteen (18) months following such suspension or disciplinary action, letters of reprimand or adverse report.

25.05 Access to Personnel File

An Employee will have the right during normal business hours of the administration office to have access to a copy of and review their personnel file. The Employee will endeavor to provide two (2) weeks' notice of such request.

The Employee is entitled to receive a copy of the file if requested.

25.06 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to ensure an Employee who is past their probationary period in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such Employee fails to bring their work up to a required standard, the Employer will, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

25.07 Discipline Procedure:

When an Employee is disciplined, the Employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 1 of the grievance procedure with the exception of Suspension or Discharge which will be filed at Step 2 of the grievance procedure.

25.08 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee will be immediately reinstated in their former position, without loss of seniority. The Employee will be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a sole Arbitrator if the matter is referred to a sole Arbitrator.

25.09 Right to have Steward Present

An Employee will have the right to have their Steward present at any discussion with supervisory personnel, which will be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor will notify the Employee in advance of the purpose of the interview. The Employer will also notify the Employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a CUPE Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

25.10 Political Action

No Employee will be disciplined for participating in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates, or subordinate bodies. Such Employees agree to provide notice to the Employer and approval will be granted if there is no disruption to planned Gilbert Centre services or activities. The Employee(s) absence(s) will be deemed to be applied for a leave of absence without pay for the duration of such political action(s).

ARTICLE 26 – HEALTH AND SAFETY

26.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the Ontario Occupational Health and Safety Act and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the Employer, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

26.02 Health and Safety Committee

- a) A joint management and Employees Health and Safety Committee will be established according to the Occupational Health and Safety Act of Ontario (“OHSA”). The committee will normally meet at least every three (3) months or more often as may be required and determined by the Committee. Scheduled time spent in such meetings is

to be time worked and will be paid according to the Collective Agreement. Minutes will be taken of all meetings and copies will be sent to the Employer and to the Union.

- b) At least two (2) members of the Committee will be selected by the Union, and both will be trained to be a certified member as defined under the OHSA. Training will be provided with full costs paid by the Employer (including keeping pay whole).

26.03 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. Employees shall be instructed and trained in its care, use, and limitations before wearing or using it for the first time and at regular intervals thereafter and the Employee will participate in such instruction and training.

26.04 Work Refusal under Health and Safety

No Employee will be disciplined for refusal to work on a job, which, in the opinion of the Employee is not safe, provided that their refusal to work was made in good faith.

26.05 Union Notification

A Union member of the Health and Safety Committee shall be notified, as promptly as possible, of any reported work-related accident(s), incident(s), or illness(es) that are work-related and require a Committee investigation. The member shall be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an accident(s), incident(s), illness(es) or the recommendations, both views will be recorded in the written report.

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.01 Technological Change

The Employer reserves the right to make technological changes in its operations, processes, equipment, and systems, provided that such changes do not result in any significant adverse impact on the wages, benefits, or working conditions of the Employees covered by this agreement.

For the purposes of this clause, technological changes include modifications, updates, replacements, or additions to equipment, software, or systems that do not require significant retraining of Employees or substantial changes in their job duties.

The Employer shall provide reasonable notice to the union and affected Employees of any technological changes that will have a significant adverse impact on their work and shall provide training or support as necessary to enable the Employees to reasonably adapt to the changes.

27.02 Electronic Monitoring, Surveillance, Employee Confidentiality

The Parties agree:

- i) That surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee safety.

- ii) The Employer agrees to notify the Union and affected Employees in writing of any monitoring in the workplace, including the purpose of such activities, the types of information that will be collected, and the methods that will be used.
- iii) At no time will there be any equipment placed in the workplace that is equipped with audio/video and intended to be used to record audio/video for the purpose of Employee surveillance and/or discipline.
- iv) Should the Employer require to gather evidence in support of a complaint investigation, the Employer will advise the Employee of their intent to investigate and such Employee along with their Union representative may be present during such investigation.

ARTICLE 28 – GILBERT CENTRE AMBASSADORS

28.01 Ambassadors

Ambassadors constitute a distinct employment class separate from other Employees, characterized by their primary role in fostering intentional development of social and general work-related skills through their employment engagement. Unlike the primary focus of other Employee roles, which centers on achieving specified goals and deliverables within programs or funding streams for the Gilbert Centre, Ambassadors prioritize skill enhancement and experiential learning. The intent is to augment community engagement and overall vocational preparedness for designated demographics. All roles within this category are hired on a Part-Time basis.

28.02 Performance Expectations

Due to the distinct nature of Ambassadorial roles, a flexible approach to corrective actions and disciplinary procedures shall be applied. A heightened emphasis on coaching and skill development is envisaged, recognizing that Ambassadors' selection is not predicated on their proficiency in task-specific assignments, but rather on their potential to cultivate such proficiencies. The Ambassador will not be required to deliver the same outcomes as a Regular Employee.

28.03 Terms and Conditions

The Parties agree that the Gilbert Centre Ambassadors shall enjoy all the terms, conditions, rights, privileges, obligations, and benefits of the Collective Agreement unless otherwise defined or altered below:

The Employer shall meet to discuss and provide the Union with a copy of the employment contract for all Gilbert Centre Ambassadors. The Employer agrees to a cap not to exceed a total of 15% of the total Bargaining Unit Employees' hours of work which is classified as an Ambassador.

Should the Employer receive additional funding that will result in exceeding the 15% cap of Ambassador, the Union agrees to discuss and consider increasing the percentage of the cap on temporary without prejudice basis. This agreement will be made in writing and signed by both parties.

To monitor that the cap of 15% has not exceeded, the Employer agrees that by the fifteenth (15th) of each month they will provide to the Union, a monthly report for the month preceding, of total regular hours worked by a Regular Employee and a total of hours worked by an Ambassador.

28.04 Seniority and Advancement

- a) Layoff and recall rights for Gilbert Centre Ambassadors, as well as other seniority rights, shall be applied only within the Gilbert Centre Ambassador seniority list and shall not have impact on any of the seniority rights of Regular Employees. Seniority accrual shall be confined exclusively within the Ambassadorial classification.
- b) A Gilbert Ambassador will accumulate seniority on the basis of one (1) year's seniority for each eighteen hundred and twenty (1820) hours paid in the Bargaining Unit as of the last date of hire, including all previous service prior to Certification.
- c) Internal applications for all vacant Ambassador positions, will be appointed in accordance with Article 19.03 (appointments) amongst the Ambassador cohort.
- d) Where a vacancy for a Regular position is posted and is not filled internally by a Regular Employee, Gilbert Centre Ambassadors shall then be provided the opportunity to apply for and receive full consideration for the position prior to the posting being advertised externally. The selection process will be subject to Article 19.03 (appointments) of the Collective Agreement.
- e) Should an Ambassador be successful in advancing to a Regular position, they will be credited their seniority which they attained as an Ambassador.

Seniority list

The Employer shall maintain a separate seniority list for Gilbert Centre Ambassadors that does not intersect with the seniority list for full-time and part-time Employees.

ARTICLE 29 – TERM OF AGREEMENT

29.01 Agreement Term

This Agreement shall be binding and remain in effect from **March 18, 2022** until **March 31, 2025** and shall continue in full force and effect from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other party not more than ninety (90) days and not less than thirty (30) days before the date of its termination.

29.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

For the Employer

Dale Boyle
Dale Boyle (Jul 9, 2024 15:25 EDT)

Mike Salveta
Mike Salveta (Jul 9, 2024 15:25 EDT)

Sarah Tilley
Sarah Tilley (Jul 23, 2024 11:27 EDT)

For the Union

R. Madrid

EM
Evan McCraney (Jul 9, 2024 15:42 EDT)

Jehan Michaud

SCHEDULE A – CLASSIFICATION AND WAGES

NOTE: the union can agree to reduce the wage of the GMSH classification which was being paid at the rate of \$29.12 at the time of certification with the understanding that should a pay equity review determine the initial wage was appropriate for the role it the wage will be honoured on retroactive basis from the date of the job was filled.

Job Classification	Job Title	Department	Employee Wage (March 2024)	Retro adjustment Applied prior wage increase as of Mar 18, 2022	Retro Increase Mar 18, 2022 to Mar 31 2023	Retro Increase Apr 1, 2023, to Mar 31, 2024	General Increase from Apr 1, 2024 to Mar 31, 2025
					1.25%	1.75%	2.8%
Ambassador	Cleaner	Admin	\$ 22.00	\$23.63	\$23.93	\$24.35	\$25.03
Ambassador	Youth Peer Support Worker	Queer and Trans	\$ 23.00	\$23.63	\$23.93	\$24.35	\$25.03
Ambassador	Gen Q Peer Support Worker	Queer and Trans	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Team Lead	Harm Reduction Team Lead	Harm Reduction	\$ 26.27	\$26.27	\$26.60	\$27.07	\$27.83
Team Lead	Peer Engagement Coordinator	Harm Reduction	\$ 24.73	\$24.73	\$25.04	\$25.48	\$26.19
Worker	Cooling / Warming Centre Worker	Harm Reduction	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Harm Reduction Worker	Harm Reduction	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Office Administrator	Admin	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Safer Space Administrator	Safer Spaces	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	LGBT F&Y Education Coordinator	Queer and Trans	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Seniors Program Coordinator	Queer and Trans	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Youth Connection Worker	Queer and Trans	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Safer Spaces Program Coordinator	Safer Spaces	\$ 23.90	\$23.90	\$23.93	\$24.35	\$25.03
Worker	GMSH Coordinator (Vacant)	Sexual Health	\$ 29.12	\$23.63	\$23.93	\$24.35	\$25.03
Worker	Care Co-ordinator	Sexual Health	\$ 23.63	\$23.63	\$23.93	\$24.35	\$25.03

- Safer Spaces Position does not receive the wage increase on March 18, 2022; however, it is agreed that they will receive 1.25% of their total earnings in a retroactive lump sum amount.
- Year 1 retro will be made on the second payroll after ratification. Year 2 retro will be made by the second payroll after March 31st, 2024.

LETTER OF UNDERSTANDING #1

BETWEEN

THE GILBERT CENTRE
(hereinafter called the "Employer")

And

Canadian Union of Public Employees - Local 1813.14
(hereinafter called the "Union")

Re: Pay Equity

The parties acknowledge their joint pay equity obligations and will fulfill those obligations with consideration of the Terms of Reference for the Joint Job Evaluation Committee and the Ontario Pay Equity Act. The parties will meet within one hundred and twenty (120) of ratification to discuss the terms of reference and the selection of a Gender-Neutral Evaluation Tool. It is understood that any financial adjustments, if any, to classifications will be retroactive to the date of Union certification.

For the Employer

Dale Boyle
Dale Boyle (Jul 9, 2024 15:25 EDT)

Mike Salveta
Mike Salveta (Jul 9, 2024 15:25 EDT)

Sarah Tilley
Sarah Tilley (Jul 23, 2024 11:27 EDT)

For the Union

R. Madrid

Evan McCranev
Evan McCranev (Jul 9, 2024 15:42 EDT)

Julian Michaud

LETTER OF UNDERSTANDING #2

BETWEEN

THE GILBERT CENTRE
(hereinafter called the "Employer")

And

Canadian Union of Public Employees - Local 1813.14
(hereinafter called the "Union")

The Employer agrees that if at any point during the term of the Collective Agreement any of the Employer's funding agencies, including government funders, announce an increase in the amount of funding provided to the Employer for wages of any position in the Bargaining Unit, or if there are unspent personnel funds which can be awarded to Bargaining Unit members, the Employer will notify and meet with the Union to discuss the implementation of such wage increases or one time stipends.

This letter of understanding will expire at the conclusion of the term of the Collective Agreement and will be open to including a similar letter of understanding in future terms of the Collective Agreement.

For the Employer

Dale Boyle
Dale Boyle (Jul 9, 2024 15:25 EDT)

Mike Salveta
Mike Salveta (Jul 9, 2024 15:25 EDT)

Sarah Tilley
Sarah Tilley (Jul 23, 2024 11:27 EDT)

For the Union

R. Spadid

Evan McCraney
Evan McCraney (Jul 9, 2024 15:42 EDT)

Julian Michaud
