

# **COLLECTIVE AGREEMENT**

**Between**

**The Neighbourhood Group  
Association of Employees**

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*(Hereinafter referred to as the "Employer")*

**and**

**Canadian Union of Public Employees  
Local 7797-00**

*(Hereinafter referred to as the "Union")*

**Expiring December 31<sup>st</sup> 2024**

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## **ARTICLE 1 – PREAMBLE**

**1.01** It is the purpose of both parties to this Agreement:

- a) To promote and maintain mutual understanding, cooperation, and respect;
- b) To promote and recognize the value of equity, diversity, inclusiveness and its importance in our workplace;
- c) To establish an orderly and harmonious collective bargaining relationship;
- d) To improve relations between the Employer and the Union;
- e) To provide settled and just conditions of employment;
- f) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- g) To promote morale, well-being, and security of all employees while providing quality service to clients.

## **ARTICLE 2 – SCOPE**

### **2.01 Scope**

The Employer recognizes the Canadian Union of Public Employees, Local 7797 (referred to as “the Union”) as the sole and exclusive bargaining agent for all Employees of The Neighbourhood Group (referred to as “the Employer”) save and except Supervisors/Managers, Finance and Human Resources Staff, Executive Assistant, persons hired on contracts of less than ninety (90) days duration, and persons above the rank of Supervisor/Manager.

### **2.02 No Other Agreements**

Unless specifically permitted by this Agreement, no Bargaining Unit Employee will be required, and no Employee is permitted to negotiate or make an agreement with the Employer which may conflict with the terms of this Agreement.

### **2.03 Union Membership**

All employees per Article 2.01 (Scope) will as a condition of employment become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union.

### **2.04 Union Dues**

The Employer will deduct Union dues for all Employees who come within the bargaining unit, including initiation fees and/or assessments, as compulsory and as established by the Union.

Unless otherwise directed by the Union in writing, the Employer will:

- a) Deduct Union dues from every Employee’s bi-weekly pay.

- b) Forward the dues to the Union by the fifteenth (15) of the following month;
- c) Forward the dues by cheque to the National Secretary-Treasurer of the Union, along with a list of Employees from whose wage's dues were deducted including the classification, wages earned, and dues deducted for each Employee, with a copy to the Union's Secretary -Treasurer.
- d) Record, on each T-4 slip issued, the total amount of Union dues deducted during the subject year from the Employee's wages as per this Article.

## **2.05 Bulletin Boards**

The Employer will provide the Union with a bulletin board at each work site owned or controlled by the employer, which will be placed in a mutually agreed location so that all Employees have access to them and upon which the Union has the right to post notices of meetings and such other notices as may be of interest to the Employees. The Employer may post only job postings, notices of successful candidates, and seniority lists on the Union bulletin board.

## **2.06 Union Activity**

The Union is entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non- working hours, when available, upon request. Such meetings will be at no cost to the Employer. The Union may also access the Employer's email system, with the Employer's assistance, for transmission of messages such as upcoming meetings and events. Such requests will be at no additional cost to the Employer and will not be unreasonably denied.

## **2.07 New Employees**

- a) Within ten (10) working days of the employee's hire, the new hire will be informed of their union steward and be given a copy of the Collective Agreement. The Employer will assist the union steward to arrange a mutually convenient time and location with the employee's supervisor to meet with the new employee during regularly scheduled working hours for a period of thirty (30) minutes. The purpose of this meeting is to acquaint new employees with the role of the Union and the terms of the collective agreement.
- b) Orientation meetings, including the Union meeting time, will be paid time for all participants. Union stewards are required to request leave from their manager to provide individual or group Union orientation. The Union will provide the Employer with an attendance list for each orientation session.

## **2.08 Union Stewards**

The Employer recognizes the right of the Union to designate Employees as Union Stewards. The Union will notify the Employer in writing of the names of the Stewards within fifteen (15) working days after the date of signing of this Agreement, and the Union will inform the Employer of any changes in the list of Stewards within ten (10) days of change. The Employer is not required to recognize any Steward until the notification has been sent.

The Union shall elect or appoint a combination of Stewards, four (4) of whom the Union shall designate Chief Stewards as well as Vice Presidents. The number of Stewards shall be calculated by one Steward for each location, plus an additional Steward for each location that employs more than 25 employees or has employees regularly scheduled past 9:00pm.

The Employer will not appoint a Steward for representation of an Employee. A meeting with an employee will not be unreasonably delayed by the inability to arrange the attendance of the union's preferred Steward.

Stewards will not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties as provided in this Agreement.

Stewards will not absent themselves from their work unreasonably in order to deal with grievances or meetings with the Employer. Stewards or individual grievors will suffer no loss of pay for scheduled hours for a reasonable time period when dealing with the investigation and processing of grievances through the grievance procedure or meetings with the Employer. Permission to leave work during working hours for such purposes will first be obtained from the immediate Supervisor.

## **2.09 Information to the Union**

### **a) Employees' Information**

The employer will provide to the Union, along with the Dues Remittance per 2.04 (c), names, home addresses, home phone numbers, classification, and employment status of all employees.

### **b) Employment Information**

The Employer will notify the Union in writing of all lay-offs and recalls, transfers, promotions, resignations, retirements, and deaths within two (2) weeks of each occurrence.

## **ARTICLE 3 – UNION SECURITY**

### **3.01 Bargaining Unit Work**

Persons whose jobs (paid or unpaid) which are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, unless agreed to by the Parties in writing. It is understood that this clause does not apply to volunteers, in the roles that they have traditionally been used, provided that no bargaining unit employee loses their job or suffers a reduction in hours of work or pay while such volunteers are used.

Persons who do not possess the required qualifications will not perform the duties of qualified employees.

### **3.02 Scheduling by Bargaining Unit Members**

As a charity the employer and union acknowledge that serving the community is a team approach of union and non-union personnel that includes the community as active participants. All union members will be working closely with volunteers, placement students, peer workers, interns, trainees, and summer students in the normal course of their job. Union roles include recruiting, orienting, training, directing, scheduling, supporting, and managing the safety and performance of these volunteers and paid or unpaid trainees.

Some union positions will have specific duties written in their job description to schedule other members of the bargaining units.

No unit member will perform the role and duties of a supervisor with respect to other unit members unless they are an acting supervisor.

### **3.03 Contracting Out**

The Employer will not contract out any work normally performed by Employees, unless agreed to by the Parties in writing.

### **3.04 Full-Time and/or Permanent Employment**

The Parties are committed to providing regular full-time employment wherever possible. In keeping with this commitment:

- a) Where the job is being done by relief staff and can be combined into a regular position, it will be done.
- b) Where regular part time hours can be combined to make full time, it will be done.
- c) The Employer will not utilize the Relief Pool in order to avoid filling a temporary vacancy expected to last for more than ninety (90) calendar days.

## ARTICLE 4 – DEFINITIONS

### 4.01 Definitions

Throughout this Agreement and unless clearly specified otherwise, the following definitions apply:

a) Singular and Plural

Where the singular is used, it is deemed to also mean the plural, and vice versa, within the appropriate context.

b) Gender Identity and Gender Expression

Where the feminine or masculine is used, it is deemed to also mean all forms of gender identity and gender expression, within the appropriate context.

c) Days

The word “days” means Monday to Sunday, excluding paid holidays as per Article 17 (Paid Holidays).

d) Spouse

All reference to “spouse” in this collective agreement shall include common-law and same-sex partner in a relationship of some permanence.

e) Employment Status

A Part Time Employee is any Employee who works less than twenty-one (21) hours per week.

A Full Time Employee is any Employee who works at least twenty-one (21) hours per week.

A Regular Employee is any Employee who has successfully completed their probationary period. Employees are required to complete only one (1) probationary period.

f) Legislation

References to legislation include the legislation as amended or succeeded. Where legislation and this Agreement conflict, the superior right and/or provision prevails.

## **ARTICLE 5 – NO STRIKE OR LOCKOUTS**

### **5.01 No Strike or Lockouts**

There will be no strikes or lockouts during the term of the Collective Agreement.

### **5.02 No Harassment or Discrimination**

The Employer and the Union are committed to ensuring that there will be no discrimination or harassment exercised against any Employee. This commitment includes a commitment to the Ontario Human Rights Code, the Ontario Health and Safety Act, and the Ontario Labour Relations Act as amended from time to time.

Every Employee has the right to freedom from harassment in the workplace. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

There will be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any Employee in any matter concerning the application of this Agreement by reason of Age, Ancestry, Race, Colour, Ethnic Origin, Place of Origin, Creed, Disability (whether visible or invisible), Family Status, Marital Status (including single status), Gender Identity or Gender Expression, Record of Offences (except where such a record is reasonable and bona fide ground for discrimination because of the nature of the employment), Sex (including pregnancy and breastfeeding), or Sexual Orientation, nor by reason of their membership or activity in the Union, or the exercise of any of the rights under this Agreement, or any other prohibition of the Ontario Human Rights Code as amended from time to time.

### **5.03 Accommodation for Religious Observances**

Employees are entitled to observe the religious obligations and practices of their creed. Absence from work for such purpose will be granted upon written request to the Employee's immediate supervisor at least two (2) weeks prior to the date of the religious observance. Employees may use available float days, compensatory time, or vacation, or may take unpaid leave without loss of seniority on such days.

It is recognized that some programs operate on Saturdays and Sundays and employees are required to work rotationally on these days on an ongoing basis. Where this is a job requirement, it will be clearly stated in job descriptions and in interviews.

### **5.04 Picket Lines**

In the event that any Employee in the course of their work encounters strike or lockout action that has resulted in a picket line, Employees have the right to refuse to cross such picket line, provided the individual Employee advises the Employer of the situation. The affected Employee will be offered available work and where possible such work will be reasonably comparable or related to the work the Employee regularly

performs. Should the Employee refuse the work offered to them, the shift would be unpaid or covered by available accruals, with the exception of sick.

Wherever possible, the Union and the Employer will meet prior to any potential strike or lockout of a building and/or location that impacts on programs operated by the Employer to discuss the protocol for these situations.

The above is not intended to limit the right to refuse unsafe work under the Occupational Health and Safety Act.

## **ARTICLE 6 – UNION REPRESENTATION**

### **6.01 Union and Employer Representatives**

The Parties recognize each other's right to designate employees of the Employer as representatives. The Parties will advise each other in writing of the names of their respective representatives with whom they may be required to transact business. This list will be revised as changes occur and neither Party is required to recognize any such representative until it has been notified of such.

Union Representatives are entitled to leave their work during working hours in order to carry out their functions under this Agreement, including but not limited to joint committees. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor.

Employees who are selected or appointed by the union to be part of a joint and/or Agency committee, and for any other meetings with management, will not suffer any loss of pay for scheduled hours missed during these meetings. Such meetings do not include arbitration.

As Union Representatives, Stewards will not be hindered, coerced, restrained or interfered with in any way in the performance of their functions under this Agreement. Stewards will not absent themselves from their work unreasonably in order to deal with grievances or meetings with the Employer. Stewards or individual grievors will suffer no loss of pay for scheduled hours for a reasonable time period when dealing with the investigation and processing of grievances.

### **6.02 National Union Representative or other Advisors to the Union**

The Union has the right at any time to have the assistance of National Union Representatives or any other advisors when dealing or negotiating with the Employer. Upon prior notice to the CEO, such representative/advisor will have access to the Employer's premises in order to deal with any matters arising out of this Agreement.

### **6.03 Correspondence**

Unless clearly specified otherwise by this Agreement, all official correspondence between the Parties arising out of this Agreement shall pass to and from the Union's Vice President and the Employer's Vice President, People, Talent & Culture and Senior Manager, Human Resources (or designate) with a copy to the Local's President.

### **6.04 Labour Management Committee**

The Parties will establish a Joint Labour Management Committee (LMC) consisting of five (5) Union Representatives and five (5) Employer Representatives. An Employer Representative and a Union Representative will act as Co-Chairpersons. The Co-Chairpersons will alternate in acting as Chairpersons of the meetings.

The LMC will meet bi-monthly, or more frequently if either Party requests. In the latter case, a meeting will be convened within five (5) working days after written request by either Party. Such written request shall contain the proposed agenda.

LMC meetings will be scheduled at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the Parties or Employees, excluding grievances or matters pertaining to Collective Agreement negotiations.

For the regular bi-monthly meetings, the Co-Chairpersons will agree on an agenda and will submit the agenda to all LMC members at least two (2) working days in advance of each meeting. Matters will be placed on the final agenda upon agreement of the Co-Chairpersons that the items fall within the terms of reference of the LMC as described here.

The Parties will alternate in providing a note-taker for the LMC. Minutes will be prepared and signed by the Co-Chairpersons as soon as possible after the close of each meeting and will be provided to all LMC members. Once signed by the Co-Chairpersons, the minutes will also be posted in the workplace on the Union bulletin boards and electronically with any private individual information removed.

Policies that impact on the working conditions of Employees will be brought to the LMC for review and recommendations.

### **6.05 Joint Bargaining Committee**

The Parties will establish a Joint Bargaining Committee. Committee meetings will be scheduled at a mutually agreed upon time and place. The Parties will notify each other in writing of their respective representatives. Up to five (5) Union representatives who are Employees, will suffer no loss of pay or benefits for up to seven (7) sessions spent in negotiations with the Employer.

#### **6.06 New or Revised Policies**

The Employer will post new or revised policies one (1) month in advance or as soon as is possible prior to the policy coming into effect, with a copy sent to the Union. The Employer will provide the union with 1 month to review revised policies. Extensions may be granted with permission.

### **ARTICLE 7 – MANAGEMENT RIGHTS**

#### **7.01 Management Rights**

The Union acknowledges that the right of the management of the Agency's operations are fixed exclusively with the Agency, and without limiting the generality of the foregoing; the exclusive functions of the Agency shall include the following:

- a) Maintain order, discipline and efficiency;
- b) Hire, classify, transfer, assign, layoff, recall, promote, demote, and to discharge, suspend or otherwise discipline employees for just cause, provided that a claim by an employee that they have been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as herein provided;
- c) Make, enforce, and alter from time-to-time reasonable rules and regulations governing the conduct of the employees;
- d) To determine the types of services which the Agency is engaged, including the right to plan, direct, and control service, facilities, programs, courses, procedures, methods, staffing, location, and classification of personnel required from time to time, working assignments and scheduling thereof, standards of performance, supervision and control of programs.

7.02 The Agency agrees that in exercising its rights as set out above it will not act in a manner that is arbitrary, discriminatory, or inconsistent with the terms of this Agreement and that it shall exercise its rights in a fair and reasonable manner.

7.03 It is agreed that the exercise of any of these rights that are in conflict with the express provision of this collective agreement shall be subject to the grievance procedure contained herein.

## **ARTICLE 8 – GRIEVANCES**

### **8.01 Definition of Grievance**

A grievance is any difference between the Parties related to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable. The following grievance procedure will apply.

### **8.02 Complaint**

The parties wish to resolve grievances fairly and promptly. In this regard, Employees are encouraged to attempt to settle the dispute informally with their immediate Supervisor.

### **8.03 Attendance**

The grievor has the right to be present at all steps of the Grievance Procedure. Such time spent is paid time, up to one (1) hour per meeting, and is not considered work time for the purpose of travel or overtime calculation.

### **8.04 Step 1**

The Union may file a grievance on behalf of an Employee (“the grievor”) to the Senior Human Resources Manager (or designate) within fourteen (14) days after the circumstances giving rise to the grievance have occurred, or the date the Employee ought reasonably to have become aware of the circumstances. The grievance will be in writing on a grievance form, signed by the grievor and/or a Union Representative, and will include the nature of the grievance, the Articles of the Agreement allegedly violated, and the remedy sought. A Union Representative and the Employee’s Supervisor (or designate) will meet within fourteen (14) days of the grievance being filed, within fourteen (14) days after which a written response will be provided to the Union President and the grievor with a copy to the Steward of record. The Supervisor (or designate) may be accompanied by a second Employer Representative.

### **8.05 Step 2**

Failing settlement at Step 1 the Union may submit the written grievance to the Senior Human Resource Manager (or designate) within fourteen (14) days of the written response. The Senior Human Resources Manager (or designate) will meet with a Union Representative within fourteen (14) days following the meeting and the Employer will render their decision in writing to the Union President and the grievor with a copy to the Steward of record. Vice President, People Talent & Culture and Senior Manager, Human Resources (or designate), and an additional Union Representative may also attend the Step 2 meeting.

### **8.06 Step 3**

Failing a satisfactory settlement at Step 2, the Union may refer the grievance to mediation or arbitration.

### **8.07 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where the Union has a grievance, it will be filed at Step 2 of the Grievance Procedure. The Union will submit such grievances in writing to the Senior Human Resources Manager (or designate) within fourteen (14) days of the circumstances giving rise to the grievance or the date the Union ought reasonably to have become aware of the circumstances.

### **8.08 Group Grievance**

The Union has the right to initiate a grievance on behalf of a group of Employees (grievors). Such a grievance may be filed at Step 2. The Union will submit such grievances in writing to the Senior Human Resources Manager (or designate) within fourteen (14) days of the circumstances giving rise to the grievance or the date the Employees ought reasonably to have become aware of the circumstances.

### **8.09 Other Grievances which may be filed at Step 2**

Grievances related to harassment and/or discrimination, job postings, layoff and/or recall, suspension, and termination may be filed at Step 2. The Union will submit such grievances in writing to the Senior Human Resource Manager within fourteen (14) days of the circumstances giving rise to the grievance or the date the Employee ought reasonably to have become aware of the circumstances.

### **8.10 Deviation from Grievance Procedure**

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

### **8.11 Replies in Writing**

Replies to grievances will be in writing at all stages and will include reasons which the response is based on.

### **8.12 Time Limits**

The Parties may extend the time limits of the Grievance Procedure through mutual consent. Such consent will not be unreasonably withheld. The Grievance is considered to be closed if the time limit is not extended.

### **8.13 Mediation Procedure**

Within thirty (30) days of a referral to arbitration, the Parties may agree to use the services of a mutually agreeable mediator. If the grievance is not resolved through mediation, the grievance will proceed to arbitration as outlined below. Each Party will bear one-half (1/2) the fees and expenses of the mediator.

#### **8.14 Arbitration Procedure**

When either Party wishes to refer a grievance to arbitration, it will inform the other Party within 30 Calendar days of the receipt of the written decision at Step 2. The Parties may agree to the use of a Sole Arbitrator and the provisions of this Article will then apply with any appropriate revisions.

The Arbitrator will be mutually agreed upon. Where no agreement is reached the Arbitrator shall be appointed by the Ministry of Labour. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. Each Party will bear one-half (1/2) the fees and expenses of the Arbitrator. The decision of the Arbitrator will be final and binding on both Parties. The Arbitrator has no power to alter or change any of the provisions of this Agreement.

### **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

#### **9.01 Discipline Procedure**

In the event the Employer initiates a disciplinary action against an Employee which may result in the suspension or discharge of the employee, the following procedure shall be followed.

Unless the Employee presents a danger to the safety of others on the premises or the reason for discipline is due to fighting, theft, fraud or refusal to perform assigned work, the Employee will continue their employment with all rights and benefits while the grievance is being processed.

The presumption of neutrality is basic to the procedures outlined in this Article and in Articles 10.01 and 10.02.

#### **9.02 Disciplinary Meetings**

Employees are entitled to Union representation at a meeting with Management when the meeting might reasonably be expected to lead to discipline. Employees are entitled to Union representation for all investigation meetings, where the Employee is the subject. Employees shall be notified of this right in advance of any such meeting. Employees shall also be informed of the nature of the incident(s) which are the basis for the meeting. Where discipline is imposed, the Employee will be given the reasons for such discipline in writing with a copy to the Union, either at the meeting or within seven (7) calendar days.

Union Representatives have the right to consult with a National Union Representative and to have them present at any discussion with the Employer which might be the basis of disciplinary action.

#### **9.03 Suspension or Termination**

If the Employer is considering suspension or termination of an Employee, a discussion will occur between the Employer and the Union prior to any formal meeting to impose

discipline. For the purpose of such discussion, the Employer will provide verbal reasons for such formal discipline meeting for the Union Representative.

Where an Employee is a danger to themselves or others, the Employer may order them to leave the workplace without such action being considered discipline.

Where an Employee has been placed on a paid leave, pending investigation, the Union President, Vice President and Chief Steward will be informed of such action and the Employee will be on leave with pay until the investigation is completed.

#### **9.04 Burden of Proof**

In case of discharge and/or discipline, the burden of proof of just cause rests with the Employer. In the subsequent Grievance and Arbitration Procedure, evidence will be limited to the grounds stated in the discharge or discipline notice to the Employee, unless the Employer discovers evidence pertinent to the grievance that could not reasonably have been available at the time of discharge.

#### **9.05 Political Action**

No Employee will be disciplined for participation in any political action called for by the Canadian Labour Congress, its affiliates, or subordinate bodies subject to the limits of the Ontario Labour Relations Act as long as the employee is representing themselves as a private citizen and not an employee of The Neighbourhood Group.

### **ARTICLE 10 – EMPLOYEE FILES**

#### **10.01 Disciplinary Record**

No evidence from an Employee's personnel file, of which the Employee has not been made aware at the time of placing it in the file, may be introduced as evidence in any hearing.

Sixteen (16) months following disciplinary action, the Employer will remove any documentation related to such action from the Employee's personnel file, and such documentation and disciplinary action will not be used against them provided no other incidents requiring discipline occur during that sixteen (16) month period.

#### **10.02 Access to Employee File**

Each employee giving the Employer four (4) calendar days' notice shall have reasonable access to the employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Senior Human Resources Manager (or designate). Upon request an employee will receive a copy of the record of any disciplinary action in the personnel file.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance and Arbitration Procedure and the eventual resolution thereof will become part of the Employee's personnel file.

Employees have the right to request and receive copies of any material contained in their personnel file.

The Employer will not share personnel files of Employees or former Employees in any manner with any other employer or agency, without the prior written consent of the Employee concerned, except as required by law.

### **10.03 Performance Appraisals**

Performance appraisals will be completed no more often than once every twenty-four (24) months. This does not include probationary evaluations or the performance evaluation follow-up.

Performance appraisal forms will include a section where Employees may provide input and the signature section will include the following options for Employees:

- to sign and agree; or
- to sign in recognition of opportunity to discuss their performance

Employee signature does not imply they agree with the review or its contents.

A copy of the completed appraisal will be provided to the employee. It is agreed and understood that performance appraisals are non-disciplinary in nature. Where a performance appraisal results in an employee being given a performance improvement plan, the term of the plan will not exceed three (3) months. The term of a performance improvement plan will be pro-rated for part-time and relief employees based on hours of work.

### **10.04 Confidentiality**

The Employer is responsible for storing personnel files in a safe and secure manner, for protecting the confidentiality of the files' contents, and for ensuring that access to personnel files will only be given to employer personnel who require such access in the course of their duties for the Employer.

## **ARTICLE 11 – SENIORITY**

### **11.01 Seniority Defined**

**Seniority shall be defined as the date of hire for regular full-time and part-time staff.**

## **11.02 Relief Staff**

- a) Seniority is earned based on hours worked annually
- b) 500 hours worked in a calendar year = 1 year of seniority. No relief employee will earn more than 1 year of seniority per year of employment
- c) For relief staff hired prior to January 1, 2022, seniority will be calculated based on total hours worked since hire, divided by 500 hours, with the resulting calculated date not to be a date earlier than date of hire. For example, an employee who has worked 2200 total hours will have 4.4 years of seniority or the date of hire if the date of hire is less than 4.4 years.
- d) Relief staff hired as of January 1, 2022 will accrue seniority based on hours worked each calendar year as described in b., prorated per date of posting of seniority list.
- e) Relief staff who transfer to aRFT or RPT position will maintain their current years of seniority on the seniority list and going forward will accrue 1 year of seniority consistent with other RFT/RPT staff.
- f) RFT or RPT staff who transfer to a Relief position will maintain their current years of seniority on the seniority list and going forward will accrue seniority consistent with other relief staff per c. above.
- g) Casual Employees previously employed by St. Stephen's shall be converted to Relief and will accumulate seniority as per Article 11.02 (d).

## **11.03 Seniority List**

An up-to-date seniority list showing the Employee's current classification and their seniority date will be sent to the Union and posted on all bulletin boards and in an electronic format by the end of March and September of each year. The lists shall be calculated based on accrued seniority at December 31st (year-end) and June 30th (mid-year) respectively. Where there is a layoff the Employer shall update the seniority list for purposes of the layoff, this list shall include probationary Employees.

Employees who have worked at least two hundred and fifty (250) hours between January 1st and June 30th will appear on the mid-year list as having accrued six (6) months of seniority. Employees who have worked less will show as having pro-rated seniority as per 11.01. However, an employee who has worked less than 250 hours during the first half of the year, but who works 500 hours during the entire year, shall be credited with a full year of seniority at year-end.

Employees will not be placed on the seniority list until they have successfully completed their probationary period. After an Employee has successfully completed their probationary period, they will be placed on the seniority list and they will be credited with seniority accrued during the probationary period.

## **11.04 Loss of Seniority**

Seniority will continue to accrue during ESA job-protected leaves of absence, pregnancy, parental, personal emergency, declared emergency, family caregiver, family medical, critical illness, organ donor, domestic or sexual violence, child death or

crime-related child disappearance leave, paid or unpaid leave due to illness or injury, and during layoff. Seniority will continue to accrue during other approved leaves to a maximum of 3 months. An employee will lose all seniority and their employment, or the Employee will be deemed to have been terminated for any of the following reasons:

- a) Voluntary resignation, unless rescinded within twenty-four (24) hours, or retirement;
- b) Discharge for just cause without reinstatement under the terms of this Agreement;
- c) Expiry of a layoff period which is equal to the Employee's seniority to a maximum of fifteen (15) months;
- d) Absence from work for more than three (3) days without notifying the Employer in accordance with the current call-in practices and without providing a reasonable explanation for the absence;
- e) Failure to report to work within seven (7) days of receipt of a recall offer issued to the Employee's last known email address, or, if email is not acknowledged within forty-eight (48) hours, registered mail to the Employee's last known mailing address. For this Article, Employees will keep the Employer informed of their current address, email and phone number;
- f) Failure to report to work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the Employee to the Employer within three (3) days from the date the Employee should have returned to work.

#### **11.05 Transfers Outside the Bargaining Unit**

Employees who accept a regular position outside of the bargaining unit shall have a 2-month window to return to the bargaining unit. If the bargaining unit position no longer exists, the Employee shall be entitled to layoff rights excluding bumping.

Employees who accept a contract position outside of the bargaining unit shall be entitled to their former position in the bargaining unit at the end of the contract. Contracts should not extend beyond one year unless to cover an ESA protected leave or a sick leave. The Union shall be notified of all contracts extending past 1 year. If the bargaining unit position no longer exists at the end of the non-bargaining unit contract, full layoff rights will apply.

No Employee shall accrue seniority while outside the bargaining unit.

### **ARTICLE 12 – PROBATION**

#### **12.01 Probationary Period**

All newly hired employees shall be employed on a probationary basis for a period of ninety (90) calendar days or 300 hours, whichever comes last.

During the probationary period, employees shall be entitled to all rights and benefits of this Agreement.

On or before the completion of probation, the employee will undergo evaluation in accordance with the TNGCS evaluation procedures. The Employer may extend the probation period for up to a further two (2) months at its discretion and will notify the employee and the Union in writing.

Upon successful completion of the probationary period, the Employer will confirm this to the employee in writing, copied to the Union. The employee's seniority shall be effective from the original date of employment.

The probationary period for full-time and part-time employees will be extended by any paid or unpaid absences of more than 2 weeks from work.

## **ARTICLE 13 – JOB POSTINGS**

### **13.01 Definition of Vacancy**

For the purpose of this Article, a vacancy shall be defined as any bargaining unit position which becomes vacant whether through layoff, discharge, temporary leaves of absence, resignation, or retirement, or any bargaining unit position created by the Employer which is yet to be hired for the first time.

### **13.02 Job Posting Procedure**

In the event that a new bargaining unit position is created, or when a regular full-time or regular part-time bargaining unit vacancy occurs which the Employer intends to fill, or when a temporary vacancy is expected to last for more than ninety (90) calendar days, the Employer will post such positions internally for a period of seven (7) calendar days both in an electronic format which is easily accessible and at all worksites in a place accessible to all bargaining unit Employees. The job posting procedure will not apply until those laid off have been given the opportunity of recall.

If a job posting is not filled within four (4) weeks of the internal process being completed, the Employer will inform the Union of the anticipated completion date and the reason for the delay. The Employer will not unreasonably delay the process.

Employees hired under the ninety (90) day exclusion period above are not entitled to apply as internal applicants for any job posting while employed in such position. To clarify, this does not apply to any regular full-time or regular part-time Employee who accepts such temporary position. Existing Employees who accept such a position will suffer no loss of benefits as a result of accepting such a position. Upon expiry of the position, the Employee will be returned to their former position. If that former position no longer exists, the Employee may exercise Layoff and Recall rights as per Article 14.

The Employer will not consider, interview, or make an offer to external applicants for any job posting until after the job posting status of all internal applicants has been determined.

### **13.03 Job Postings**

Each job posting will include the classification, location, qualifications, hours of work, and wage rate, and will be copied to the Union. Postings for temporary positions will also indicate the anticipated end date where known.

### **13.04 Promotion and Transfer**

In matters of promotion and transfer, the Employer will appoint the senior applicant, as of the date of the job posting, who is qualified and can perform the normal requirements of the position.

Employees are deemed qualified for and able to perform the normal requirements of a position once they have successfully completed the Trial Period for the same classification. Such Employees will not be required to demonstrate such qualification or ability to perform the normal requirements of the position for the purposes of transfers, job postings, layoff, or recall and are required to submit only a transfer request for such job postings.

In matters of employment in the After-School Program and the Summer Camp Program, Employees returning to either program have first priority. Employees who wish to continue employment by moving from one program to another have second priority. All other Employees have third priority.

The Employer will first appoint transfer requests by seniority and will then repost the original posting with the necessary adjustments to reflect the newly available position. Transfer requests will not be used for gains in employment status (such as Relief to Part-Time, Part-Time to Full-Time).

### **13.05 Successful Applicants**

The Employer will advise the successful applicant, either internal or external, in writing of the details of their appointment no later than their first day of work, with a copy to the Union. Such details will include the start date, classification, location, hours of work, wage rate, job description, and benefits, where applicable. The Employer will also advise successful applicants to temporary positions of the anticipated end date.

An internal applicant who is successful in a temporary job posting will maintain and continue to accrue all benefits as per their previous employment status. For clarity, no Employee will suffer any loss of benefits as a result of accepting a temporary position with the exception of benefits prorated based on hours of work. Upon expiry of the

position, the Employee will be returned to their former position. If that former position no longer exists, the Employee may exercise Layoff and Recall rights as per Article 14 where known.

### **13.06 Unsuccessful Applicants**

Upon written request by an unsuccessful applicant, the Employer will provide the reason(s) for the denial.

### **13.07 Change of Location – Temporary**

The Agency agrees that the goal is to maintain responsive programming in all departments based on continuity of service and minimal disruption to employees and clients while keeping up to date with the changing needs of the community members we serve.

In case of emergencies or where short-term location changes of not more than sixty (60) days are required, the Employer may temporarily transfer an Employee to a different location, including moving an Employee between rooms or sites in Child Care settings.

The Employer shall exhaust Part Time and Relief list before transferring employees. Change of location will be offered in seniority order by classification. In the event no employee agrees, the change of location will be assigned in ascending order of seniority by the classification.

Change of location shall not create undue hardship.

Such changes will not be done in a discriminatory manner and the Employer will attempt to return the effected Employees to their primary location as soon as possible, where it is within their means to do so.

### **13.08 Change of Location – Permanent**

Vacancies will first be posted by the Employer.

Management will be available to meet with the union to discuss permanent transfers. Employees will be given 30 days' notice of permanent transfers. Permanent change of location shall be offered in seniority order within the job Classification. Firstly, in the same location, secondly in the region, and thirdly for all locations. In the event no employee agrees to the offered transfer, the change of location will be assigned in ascending order of seniority by the job classification.

The Employer will endeavor to avoid creating undue hardship due to a change of location.

### **13.09 Trial Period**

A successful applicant for a transfer into a different job class or for a promotion will serve a trial period of two (2) months. The job rate will apply during the trial period.

On or before the expiry of the trial period, the Employer will confirm to the Employee, in writing and copied to the Union, the decision to:

- Confirm that the Employee has successfully completed the trial period; or
- Extend the trial period by no more than one (1) month, provided that the reasons for the extension are provided in writing to the Employee and the Union; or
- Return the Employee to their former position without loss of seniority, giving the reasons for doing so, subject to the Employee's right to grieve.

At any time during the trial period, an Employee has the right to return to their former position without loss of seniority, upon written request.

If the Employee's former position no longer exists, the Employee may exercise bumping rights as per Agreement.

Trial periods will be extended by any paid or unpaid absences from work.

### **13.10 Changes to Classifications**

The Employer will prepare a new job description whenever a job is created or whenever the duties of a job change significantly and/or qualifications of a classification change significantly. When the duties of any job are changed or increased, or where the Union, feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change to job duties.

### **13.11 Joint Job Evaluation**

The Employer believes in Pay Equity and equal pay for work of equal value. The employer will continue to ensure that employees will receive equal pay for work of equal value, regardless of gender.

A Joint Job Evaluation Steering Committee (JJESC) shall implement a Joint Job Evaluation (JJE) Plan for the organizing as mandated by Terms of Reference. These terms of reference may be amended by mutual agreement. The parties agree to meet

within sixty (60) days of ratification of this agreement to review, amend and finalize the terms of reference.

The Parties agree to meet within one (1) year of ratification of this Collective Agreement to discuss, negotiate and implement a Joint Job Evaluation Plan. This would include participating in JJE Education, reviewing jobs and maintenance.

This plan shall include all jobs under the collective agreement periodically. The date of the next JJE review shall be in accordance with the JJE Terms of Reference. The plan will also include an annual process to evaluate and classify all new job descriptions created and all job descriptions that have been modified.

It is agreed that if an evaluation in the process indicates a lower grade/classification is required, the current salary for the incumbent will continue (red circled) until the position becomes vacant. In the event the Employer changes the qualification of any classification, employees who occupy the relevant classification at the time of the change will be deemed qualified for that classification or will be supported to meet the new requirement.

If the rating of any job results in an increased wage rate shall be retroactive to the date the Job Evaluation Reconsideration Form was received by the Human Resources Department. When newly established jobs are rated per JJE that result in an increased wage rate, the increased wage rate shall be retroactive to the date the new position was established.

As noted in the terms of reference, individual job rating decisions as determined by the JJE process shall be final and binding on the employee, but in the event that a decision cannot be reached, a conflict resolution process with arbitration as a final and binding result shall be applied as outlined in the terms of reference.

## **ARTICLE 14 – LAYOFF AND RECALL**

### **14.01 Proposed Layoffs**

The Agency and the Union share the goal of maintaining the same level of staffing and services. If due to a loss or reduction of funding the Agency is required to consider a reduction in the regular hours of work or the elimination of a position within the bargaining unit, where the Agency deems it appropriate, the Agency will undertake every reasonable effort to secure alternate funding through funding proposals and /or fundraising to avoid layoffs and/or elimination of bargaining unit work.

In the event of a proposed layoff, including a reduction in the regular hours of work or the elimination of a position within the bargaining unit that results in a reduction of Employees, the Employer will provide at least ninety (90) calendar days advance notice to the Union. Following such notice, the Employer will meet with the Union within fourteen (14) calendar days to discuss the circumstances which led to the decision, the Employees likely to be

affected by a layoff, and to discuss suggestions and alternatives to avoid the layoff including but not limited to working with the Union and other allies to advocate for reinstatement of funding for programs and/or services.

It is agreed that situations may occur where the ninety (90) calendar days' notice cannot be given. Where this is the case, the Employer will inform the Union as soon as the information becomes available to it.

For positions that have a normal fluctuation in hours of work (e.g. Community-based Personal and Home Support Workers) a reduction in hours will not be considered a layoff for the purpose of this Article.

The layoff of seasonal or contract employees at the end of their normal period of employment and the seasonal layoff of LINC Instructors, are not considered a layoff for the purposes of this Article.

#### **14.02 Emergency Layoffs**

In the event of an Emergency Layoff, the regular notice and bumping provisions of the Collective Agreement do not apply. Employees laid off under this provision will be entitled to twenty-one (21) calendar days pay in lieu of notice and will have the option of taking paid float time, vacation time or compensatory time while displaced due to layoff, if their accrual banks allow.

For the purpose of this Article, an Emergency is defined as a situation preventing the operation of programs that arises suddenly, is not easily foreseen, and that lasts or is expected to last less than eight (8) weeks. The Employer may request one (1) extension of up to an additional eight (8) weeks, and the Union will not unreasonably refuse this request.

The Employer will exhaust all options to avoid an emergency layoff, such as relocating staff as per article 13.08 (Change of Location Temporary), or allowing Employees to work from home, or renting new/shared workspaces. Where an emergency layoff takes place, the Employer will layoff the junior Employee within the classification.

If the layoff period extends beyond eight (8) weeks, or an agreed upon longer period of up to sixteen (16) weeks as above, Employees laid off under this provision will have the ability to exercise all rights under Article 14.04 (Layoff Process) including bumping. Employees who do not exercise their bumping rights will be entitled to an additional fifteen (15) calendar days pay in lieu of notice.

#### **14.03 Notice of Layoff**

Any Employee being laid off will receive a minimum of four (4) weeks' notice, notice as required by the Employment Standards Act in effect at that time, whichever is greater, or pay in lieu of such notice. Such notice will be copied to the Union. The Employer will

endeavor in all circumstances of layoff to provide additional written notice where reasonably possible.

#### **14.04 Layoff Process**

In the event of a layoff, the process will be as follows:

Employees who have been given notice of layoff, have the following options:

Full-Time Employees may elect to:

- Bump a full-time or part-time Employee less senior to them, provided they are qualified and can perform the normal requirements of the job; or
- Accept the layoff and maintain recall rights; or
- Accept the layoff and receive severance in accordance with the *Ontario Employment Standards Act*, terminating employment.

Part-Time Employees may elect to:

- Bump a part-time Employee less senior to them, provided they are qualified and can perform the normal requirements of the job; or
  - Accept the layoff and maintain recall rights; or
  - Accept the layoff and receive severance in accordance with the *Ontario Employment Standards Act*, terminating employment.
- a) Bumping rights will be exercised within two (2) weeks of receipt of layoff notice. The two (2) week period will commence after the Employee has been advised in writing, copied to the Union, of their options under this agreement.
  - b) The Employee will be provided with access to the seniority list, job descriptions, and location for positions into which the Employee may desire to bump.
  - c) Employees may only bump into positions of equal or lower classification. Where multiple Employees work in the location and classification being bumped, it shall be the most junior Employee of that classification being bumped. This shall not result in a loss of hours, unless so chosen by the employee.
  - d) If an Employee does not exercise their bumping rights within the period, then any such Employee will lose their right to bump unless the Employee is able to establish extenuating circumstances to the satisfaction of the Employer, or elect

other options under article 14.04 (a).

- e) Employees who, as a result of the above processes have no hours in the relevant classification may then choose to bump more junior Employees in other classifications provided, they are qualified and can perform the normal requirements of the job.
- f) Employees shall be recalled during the prescribed time period in Article 11.04 (Loss of Seniority) to available openings in order of seniority, provided that they are qualified and able to meet the normal requirements of the job. The posting procedure shall not apply until persons on recall who are qualified and can meet the normal requirements of the job have been contacted and assessed for the opening. For the purposes of recall, a part-time Employee is not entitled to recall to a full-time vacancy.
- g) As an alternative to bumping, an Employee may choose to accept placement in a vacant position of equal or lower classification prior to the vacant position being posted for the consideration of other Employees.
- h) In the event of a lay-off, members of the Executive Board, Grievance Committee Representatives and Location Stewards shall be the last to be laid off, regardless of where they may be employed. The union shall keep the Employer informed of the names of the members of the Board, Grievance Committee Representatives and Location Stewards and in the event of any dispute, the latest list of names as received by the Employer shall govern.

#### **14.05 Seniority while on Layoff**

Employees will continue to accumulate seniority while on layoff.

#### **14.06 Access to Temporary Vacancies, Job Postings, and Relief Work while on Layoff**

Employees on layoff have seniority-based preference for temporary vacancies that are expected to exceed fourteen (14) days for which they are qualified and can perform the normal requirements of the job. An employee who has been offered recall to such temporary vacancy is not required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their layoff and recall rights.

The job posting procedure will not apply until those laid off have been given the opportunity of such temporary recall.

Once an Employee accepts layoff, the Employer will advise them of their right to perform Relief Work and will enroll qualified Employees on any Relief List requested. Relief Work

will not reduce any rights under this Article and will not affect the layoff and recall rights. Laid off Employees who are on a Relief List will be prioritized for Relief Work in seniority order and over actively employed Employees.

#### **14.07 Access to Regular Vacancies while on Layoff**

Employees will be offered recall in order of seniority to available regular vacancies in and in the classification, they occupied at the time of layoff. The job posting procedure will not apply until those laid off have been given the opportunity of recall. It is understood that non-Full-Time Employees will not be eligible for recall to Full-Time vacancies. Employees on layoff will be notified of all vacancies. When an Employee accepts a Regular position, all layoff rights cease after 72 hours.

#### **14.08 Limitations on Layoff for Full-Time Employees**

No Full-Time Employee will be laid off by reason of their duties being assigned to one or more Part-Time Employees.

#### **14.09 Layoff Grievances**

Grievances concerning layoff and recall may be initiated at Step 2 of the Grievance Procedure.

#### **14.10 Benefits while on Layoff**

For any Employee on layoff and providing the carrier permits, the Employer will pay its share of insured benefits premiums for one (1) month after the month in which the layoff occurs, or for such further period as may be required by the Employment Standards Act. The Employer will connect the Employees to the benefit company to discuss options for independent plans with the benefit provider to arrange individual coverage.

#### **14.11 Layoff Transition Support**

Prior to a layoff of more than three (3) Employees, a full day workshop will be provided on a date to be agreed between the Employer and the Union on issues arising from the layoff. The workshop will be held during regularly scheduled working hours for Employees who have received notice of layoff. One half (1/2) day will be utilized by the Employer and one half (1/2) day will be utilized by the Union. The Employer and the Union will advise each other of the agendas for their respective workshops and will work together to coordinate their workshops. The Union Workshop will be provided by a person(s) outside the Local Union and will utilize external resources available within the labour movement and will be focused on assisting Employees in transitioning to other employment. Employees will not suffer loss of pay for hours spent at these workshops, but the Employer is not responsible for paid travel.

Prior to a layoff of three (3) or less Employees, any Employees who have received notice of layoff will be provided with four (4) hours paid time at a time to be approved

by the Employer to access external resources available within the labour movement to assist them in transitioning to other employment. The Employer is not responsible for paid travel time or expenses if the Union chooses to hold its session off-site.

## **ARTICLE 15 – HOURS OF WORK**

### **15.01 Hours of Work and Schedules**

#### **a) Full-Time Employees**

The normal workweek for all Full-Time staff shall consist of twenty-one (21) to thirty-five (35) hours per week, excluding meal periods. The starting and finishing times will be flexible and will not be spread over a period longer than twelve (12) hours.

Future requests for reduced hours or job shares will be considered on a case-by-case basis.

The Employer will give thirty (30) days' written notice to affected Employees and forty (40) days' written notice to the Union of any change in a Full-Time Employee's regular schedule.

Where rotation between shifts, such as a day shift, afternoon shift, or night shift, is a normal part of an existing regular schedule, such rotation does not constitute a change in schedule.

#### **b) Part-Time Employees**

The normal workweek for all Part-Time staff shall consist of less than twenty-one (21) hours per week, excluding meal periods. The starting and finishing times will be flexible and will not be spread over a period longer than twelve (12) hours.

The Employer will schedule Part-Time Employees in accordance with this Agreement. The Employer will give thirty (30) days' written notice to affected Employees and forty (40) days' written notice to the Union of any change in a Part-Time Employee's regular schedule.

Where rotation between shifts, such as a day shift, afternoon shift, or night shift, is a normal part of an existing regular schedule, such rotation does not constitute a change in schedule.

If an Employee's scheduled shift of 3 hours or more is cancelled less than twenty-four (24) hours before the start of the shift, Management will offer the affected Employee available work for that shift. Such work will be reasonably comparable or related to the work which was originally scheduled. If no such work is available, the Employee will be paid three (3) hours at the rate of pay for the work that was originally scheduled. This provision will not apply if the reason for cancellation falls within causes beyond Management control as defined by legislation in force at the time.

## **15.02 Consecutive Days Off**

Where possible within program demands and unless otherwise agreed between the Employer and the Employee, the Employer will schedule Employees for a minimum of two (2) consecutive days off.

The Employer will give thirty (30) days' written notice to affected Employees and forty (40) days' written notice to the Union of any change in an Employee's regularly scheduled consecutive days off – e.g. – Saturday and Sunday off changed to Sunday and Monday off.

Notice is not required for normal changes in consecutive days off that are part of an existing regular schedule.

## **15.03 Rest Periods and Meal Breaks**

Employees are entitled to one (1) paid rest period of fifteen (15) minutes for each four (4) hours of their shift. Employees who work a seven (7) hour shift will receive two (2) paid rest period of fifteen (15) minutes.

Employees are also entitled to a one-hour unpaid meal break during a seven (7) hour shift. In no case will an Employee be required to work more than five (5) consecutive hours without a meal break. Employees who work less than seven (7) hours will have their breaks pro-rated to hours worked.

Where an Employee is required to remain at the workplace or is required to be available for work during a meal period, they shall be paid their applicable rate for such period or compensated in lieu time.

Normally, rest periods and meal breaks will be scheduled separately unless mutually agreed upon by employer, team, and employee.

## **15.04 Shift Exchanges**

Employees within the same classification may exchange shifts with the prior approval of their immediate supervisor. Such requests shall not be unreasonably denied.

## **15.05 Community PSWS & Home Support Workers**

The hours of work and scheduling of assignments for Community-Based Home and Personal Support Workers who are not regularly scheduled and whose hours of work may fluctuate will be in accordance with Schedule B.

## **15.06 Relief Work**

a) Relief Lists

In filling vacant shifts as a result of sick leave, vacation or similar circumstances, Part-Time Employees may indicate their interest in being on a Relief List and will provide the Employer with their availability outside their regular working hours. The Employer will offer each shift that becomes available to qualified Part-Time Employees and qualified Relief Employees on the relevant Relief List on the basis of their seniority, in accordance with Article 11 (Seniority) and Article 14 (Layoff and Recall), and availability. No Part-Time or Relief Employee will normally be allowed to work more than thirty-five (35) hours per week or more than seven (7) hours per day where there are other Employees on the relevant Relief List who have availability. The Employer will not use the Relief Lists in order to avoid filling a permanent position or a temporary vacancy expected to last for more than ninety (90) calendar days. Relief Hours worked by Part-Time Employees will not count toward their becoming Full-Time in accordance with Article 4.01 (e).

Full-Time Employees may indicate their interest in being on an Emergency Relief List. Qualified Employees on this list will be called, in order of seniority, in the event that no one from the relevant Relief List (set out above) is available. These Employees cannot accept any hours that would take them beyond forty-four (44) hour in a week, without the Employer's authorization. Relief staff have the right to decline work, but will be removed from the relief list if they have not worked for a period of six (6) months, unless they are on an approved leave of absence. Upon written request from an Employee to the appropriate Supervisor /Manager and subject to possessing the required qualifications, Employees may be added to or removed from a Relief List.

Relief Lists exist for the following classifications and locations or programs: Reception; Early Childhood Educators, Early Childhood Assistants; Child Care Workers; Child and Youth Workers; Maintenance Workers; Cooks; Assistant Cooks; Client Care Coordinators; Activationists and Personal Support Workers in the ADP Program; and Personal Support Workers in Supportive Housing.

At least ten (10) days prior to establishing any additional Relief Lists, the Employer will notify the Union in writing-

b) Orientation

The Employer will ensure that each new Employee on a Relief List receives an orientation prior to their first Relief shift.

c) Cancelled Shift

If an Employee's scheduled relief shift is cancelled less than twenty-four (24) hours before the start of the shift, the Employer will offer the affected Employee comparable available work for that shift. If no such work is available, the Employee will be paid the applicable rate as defined by legislation in force at the time.

## **ARTICLE 16 – PREMIUM PAY**

### **16.01 Overtime**

Where an employee works for the Employer in excess of forty-four (44) hours in a work week, the employee shall be compensated for each authorized hour worked in excess of forty-four (44) hours overtime pay at an amount of one and one-half times the regular rate of the employee, in accordance with the Employment Standards Act (Ontario). Calculation of overtime will be averaged over the two-week pay period.

The Employer will first offer unplanned overtime work to the incumbent in the position where the work arises, then by seniority to other Employees in the relevant classification.

The Employer will first offer planned overtime work by seniority to Employees in the relevant classification, then by seniority to other qualified Employees.

Planned overtime is overtime work which is known five days or more in advance of date when the work is to be performed.

### **16.02 Compensatory Time**

Full-time, regularly scheduled Employees accumulate compensatory time for each hour, or fraction thereof, worked in excess of thirty-five (35) hours in a work week or seven (7) hours in a day at the rate of straight time (1.0x).

Compensatory time will be scheduled as requested, subject to operational needs and two (2) weeks' notice. Compensatory time may be accumulated up to fifty-five (55) hours and all other overtime worked will be paid as per Article 16.01 (Overtime).

Upon termination for any reason the Employer will pay to each Employee all compensatory time accumulated to date.

### **16.03 Call Back**

Call Back work is voluntary. Where an Employee accepts an offer to be called back to work within eight (8) hours of completing a shift, and prior to the commencement of their next shift, they will receive a minimum of three (3) hours of work or three (3) hours pay at their regular hourly rate, unless overtime rates apply per Article 16.01. This provision shall not apply when an employee is called to work immediately prior to the start of their regularly scheduled work.

This provision does not apply to Community Based Personal or Home Support Workers.

#### **16.04 Shift Premium**

##### **Nights**

The Employer will pay a shift premium to all Employees for all hours worked where the majority of their scheduled hours falls between 9:00 PM and 9:00 AM, except for such hours that are scheduled within this time period at the request of the Employee.

The shift premium is eighty cents (\$0.80) per hour as of January 1st, 2022, and an additional five cents (\$0.05) per hour each year for the life of the collective agreement.

Employer will meet within 90 days of ratification to discuss weekend premiums and Stand-By.

#### **16.05 Client Not Found**

Where a Personal/Home Support Worker encounters a “client not found”, the Employer will provide alternative work hours or pay at their applicable hourly rate for the scheduled work up to a maximum of three (3) hours pay.

#### **16.06 On-Call**

Except where it is included in the job description and recognized in compensation, On Call work is voluntary. However, for other Employees who agree to be on call, the Employer will pay fifty (\$50.00) for each week an Employee undertakes these responsibilities.

#### **16.07 Staff Meetings**

Employees off shift shall receive a minimum of two (2) hours' compensatory time, for each such meeting attended in-person. Virtual meetings will be paid for the time spent in such meetings.

### **ARTICLE 17 – PUBLIC HOLIDAYS**

#### **17.01 Public Holidays**

Employees are entitled to the following public holidays:

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

For the first 6 years of employment, full-time employees are entitled to four and a half float days per year. After achieving 7 years of service, full-time employees are entitled to five float days per year. Float days are accrued monthly and are pro-rated based on hours of work. Float Days will be requested, approved, and taken as mutually agreed between the Employee and their immediate supervisor. Float days are not accumulated from year to year and are not paid out if not taken. They are meant to cover important days such as Religious Observance Days, Moving Days, Heritage Days, Truth and Reconciliation Day, and Birthdays.

#### **17.02 Pay for Public Holiday**

- a) Work on Public holidays is voluntary and based on seniority, except where there are insufficient volunteers. In such cases, the Employer may require Employees to work on a Public holiday, in reverse seniority.
- b) When an Employee works on a Public holiday, the Employee will be paid at the rate of time and double (2x) for all hours worked, including any portion of their shift that overlaps with the Public holiday. In addition, the Employee will receive pay at their regular straight time rate of pay or, if the Employee so elects, they will receive one (1) day of compensating time off.
- c) When an Employee does not work on a Public holiday, they will receive one (1) day's pay at their regular rate of pay. In order to qualify for such pay, Employees must have worked the last scheduled shift prior to and the next scheduled shift after such holiday, unless on an authorized leave.
- d) Payment of Public Holiday premium applies only to the actual Public Holiday, not to the designated holiday in lieu.

#### **17.03 Public Holiday on a Saturday or Sunday**

When a Public Holiday falls on a Saturday or Sunday the employer will identify the dates that public holidays will be observed with 8 months' notice. Employer shall not change identified Public Holidays without the consent of the union.

#### **17.04 Overtime or Call Back on a Designated Holiday**

Subject to the voluntary and scheduling provisions of Articles 16.01 (Overtime) and 16.04 (Shift Premium), where an Employee works authorized overtime or in excess of their scheduled hours on a public holiday, or accepts an offer of being called back to work after having completed a regular shift on a public holiday, the Employee will receive twice the regular rate of pay for such authorized overtime and/or call back.

Where the public holiday falls on a non-working day such that the Employer has designated an alternate day as the holiday, these provisions apply only to the designated day.

## **ARTICLE 18 – VACATION**

### **18.01 Full-Time Employees**

Regular and contract full-time salaried employees will be entitled to vacations with pay in accordance with the following schedule:

- i. For less than one (1) year of service, 1 2/3 days of paid vacation for each month worked.
- ii. After one (1) year but less than seven (7) years of service, four (4) calendar weeks of paid vacation;
- iii. After seven (7) years of service, five (5) calendar weeks of paid vacation.
- iv. After twenty (20) years of service, six (6) calendar weeks of paid vacation.

Regular and contract full-time salaried employees will accrue vacation on a pro-rated basis.

### **18.02 Part-Time Employees**

Employees who are not full time, including Community PSWs and including Relief Staff, will be entitled to vacation pay and a period of vacation in accordance with the following schedule:

- a) For less than one (1) year of service, 4% and a period of two weeks' vacation time.
- b) After one (1) year but less than three (3) years, 5% vacation pay and a period of two (2) weeks' vacation time. An additional two (2) weeks without pay will be granted upon request.
- c) After three (3) years of service, 6% vacation pay and a period of three (3) weeks' vacation time. An additional one (1) week without pay will be granted upon request.
- d) After ten (10) years of service, 8% vacation pay and a period of four (4) weeks of vacation time. An additional one (1) week without pay will be granted upon request.
- e) After twenty (20) years of service, 10% vacation pay and a period of five (5) weeks' vacation time. An additional one (1) week without pay will be granted upon request.

### **18.03 Pay During Vacation**

Upon giving at least one (1) week notice, an Employee will receive, on the last day preceding commencement of their vacation, any pay cheques which may fall during the period of vacation.

**18.04 Public Holidays During Vacation**

If a Public Holiday falls or is observed during an Employee's vacation period, the day will be treated as a Public Holiday and will not be deducted from the Employee's vacation bank.

**18.05 Illness or Injury During Vacation**

If an Employee becomes ill or injured while on scheduled vacation, they will be considered to be on sick leave for any illness or injury with a duration of more than three (3) vacation days. The Employer may require an Employee to produce a certificate from a qualified medical practitioner certifying that they were ill or injured. The Employer will pay the full cost of any medical certificate required of an Employee. The unused vacation time will be rescheduled upon the return of the Employee as per the usual approval process.

**18.06 Bereavement During Vacation**

If an Employee's scheduled vacation is interrupted due to bereavement, the Employee will be entitled to bereavement leave in accordance with Article 19.03 (Bereavement Leave). The portion of the Employee's vacation that is deemed to be bereavement leave will not be counted against the Employee's vacation credits and will be rescheduled upon the return of the Employee, as per the vacation scheduling process.

**18.07 Scheduling Vacation**

a) Non-Peak Periods

Employees will submit vacation time requests in writing to their immediate supervisor normally at least two (2) weeks prior to the desired vacation period. Where two (2) or more Employees request the same vacation period and the Employer cannot grant the requests at the same time due to operational requirements, the Employer will award the vacation request based on seniority.

b) Peak Periods

Peak Period vacation scheduling is as follows:

|  | <b>Start Date</b> | <b>End Date</b> | <b>Employee Request Date</b> | <b>Employer Response Date</b> |
|--|-------------------|-----------------|------------------------------|-------------------------------|
|--|-------------------|-----------------|------------------------------|-------------------------------|

|   |                          |                            |                          |                           |
|---|--------------------------|----------------------------|--------------------------|---------------------------|
| <b>Summer Peak Period</b>                     | June 1 <sup>st</sup>     | September 30 <sup>th</sup> | March 31 <sup>st</sup>   | April 15 <sup>th</sup>    |
| <b>Winter Peak Period</b>                     | December 1 <sup>st</sup> | January 1 <sup>st</sup>    | June 30 <sup>th</sup>    | July 15 <sup>th</sup>     |
| <b>Child Care Workers Winter Peak Periods</b> | December 1 <sup>st</sup> | January 1 <sup>st</sup>    | October 31 <sup>st</sup> | November 15 <sup>th</sup> |

If two (2) or more Employees submit a timely request for the same Peak Period vacation time and the Employer cannot grant the requests at the same time due to operational requirements, the Employer will award the vacation requests based on seniority.

The Employer will respond to requests for Peak Period vacation time received after the Employee Request Dates on a first -come, first-served basis unless two (2) or more Employees submit such requests on the same day. In this case, the Employer will award the vacation requests based on seniority.

**18.08 Unbroken Vacation Period**

Employees are entitled to unbroken periods of the current year’s vacation entitlement unless mutually agreed upon between the Employee and their immediate supervisor.

**18.09 Vacation Carryover**

Employees are entitled to carry over two (2) weeks of their annual entitlement to the following year.

In exceptional circumstances employees may carry over more than two (2) weeks with the approval of the Director or Vice President. Such approval will not be unreasonably withheld.

**18.10 Vacation Upon Termination**

Should employment terminate for any reason, the terminated Employee shall be granted all vacation entitlement earned up to the date of termination in accordance with the above provision or in the case where any unearned vacation days are taken in advance, they will be deducted from the final pay cheque issued upon termination

**18.11 Child Care Christmas Vacation**

For the period of December 25th to January 1st the Employer will approve vacation for one regular full-time staff per room. Where there are 4 or more regular full-time staff the Employer will approve two regular full-time staff per room. Vacation requests for this period will follow Article 18.07.

Where the Employer has surveyed parents no later than November 15th and have identified lower staffing coverage than initially required, the Employer will allow additional staff to take vacation who have previously requested as per Article 18.07. Employees will have the choice of accepting or declining such offer.

## **ARTICLE 19 – SICK LEAVE**

### **19.01 Definition of Sick Leave**

Sick leave is the period of time an Employee is absent from work by virtue of being ill or disabled, being exposed to a contagious disease and directed not to attend work, attending at a doctor or dentist appointment, caring for an immediate family member who is ill or disabled, or because of an accident or illness for which compensation is not payable under the *Workplace Safety and Insurance Act*.

For those who accrue sick time, it is recognized that the sick accrual bank serves as The Neighbourhood Group short term disability plan which allows for income replacement while off work due to illness.

### **19.02 Paid Sick Time**

- a) The Employer provides sick time for those who accrue sick time, sick pay, or pay in lieu of sick days for full-time and part-time employees to facilitate the continuation of pay when absent due to the reasons provided under Article 19.01 or an illness of an immediate family member as defined in Article 20.03 (Bereavement). For Full-Time Employees, any accumulated sick leave credits remaining at the end of the 2 year will be carried forward to the following year up to the maximum as defined below.
- b) For Full-Time Employees, excluding LINC Instructors and Community Based HSW/PSW, sick leave entitlement with pay shall be based on one and one half (1 ½) days prorated to hours worked per month of completed service from the date of employment. Sick leave shall be cumulative with a maximum of ninety (90) days beginning with the date of employment for all members of the bargaining unit. In the case of short-term and long-term disability, an employee may exhaust their bank. Any additional days accumulated will be banked for the employee for use after returning to work.

Employees who are eligible must apply for LTD or WSIB benefits. Part-Time Employees, excluding LINC Instructors and Community Based HSW/PSW's shall receive four (4%) percent in lieu of sick time and benefits for all hours worked. In addition, Part-Time Employees shall receive 2 shifts paid sick time per year. In-lieu of

payments shall be paid on every pay day. A Part-time Employee who transfers to a Full-time contract or temporary position shall lose the four percent (4%) in lieu of benefits for the period of full time work only, and be entitled to 19.02(b).

With regard to the illness of an immediate family member, the Department Director (or designate) will approve no more than five (5) consecutive working days at any one time with a maximum of five (5) working days per month to be taken as sick leave. Additional days can be taken against other leave.

- c) Additionally, for the employee, the employees' child, spouse, parent or legal dependant only, scheduled medical appointments may be attended, up to a maximum of thirty-five (35) hours annually, provided the employee has a sick bank for this purpose. Routine appointments must be scheduled in advance.
- d) For employees who accrue sick days, the employee shall be allowed three (3) wellness days as part of regular sick time. These shall be documented as such on the timecard. Such leave shall not be unreasonably denied.
- e) In exceptional cases, where employees have exhausted their sick bank accrual and are off work due to illness with satisfactory medical documentation, taking banked vacation, float or banked comp time as a substitution for sick days may be requested, up to 5 days combined time for any one incident of illness and once per calendar year. This request will be considered by the manager on a case by case basis and must be approved by the manager prior to entering on timecard. Such leave shall not be unreasonably denied. This will not allow borrowing into negative balances.
- f) Sick time is earned while an employee is actively working and not on leave. Sick leave is not accrued while employee is off work while on sick leaves for periods longer than sixty (60) days.
- g) In accordance with LTD and WSIB procedures, positions are held and filled by contract employees for the first year of a long-term sick leave. Where an Employee returns from LTD or WSIB they will be placed into their former position.

### **19.03 Deductions from Accrued Paid Sick Leave**

The Employer will deduct from accumulated sick leave all normal working days absent for sick leave. All sick leave time off work of less than a full day, will result in deduction from accrued sick leave on an hour for hour basis.

#### **19.04 Notification of Sick Leave**

It is the responsibility of the Employees to report absence to their immediate Manager/Director as soon as possible on the day of such absence, and where possible, advise the Manager/Director as to the length of time they expect to be absent.

#### **19.05 Medical Certificates**

Employees may be required to provide Human Resources with a note from a Medical Doctor, Dentist, Chiropractor, or any Alternative Health-Care Practitioner as defined by the Regulated Health Professions Act respecting any illness or injury after five (5) days of continuous absence or in the event of recurring or lengthy illness, or for other reasonable cause, certifying that they were unable to carry out their duties due to illness.

Where so required by the Employer, the Employer will reimburse the Employee for the full cost of the medical certificate. Where possible, the certificate will stipulate the anticipated date of return to work.

#### **19.06 Injury During Working Hours**

An Employee injured during working hours that is required to attend the hospital and/or clinic will not have a sick day deducted for that time.

#### **19.07 Confidentiality of Medical Information**

Employees' medical information is strictly confidential. The Employer is responsible for storing any medical information that may be submitted to them in a safe and secure manner and for ensuring that access to Employee's medical information is limited to Employer personnel who require such access in the normal course of their duties for the Employer. All confidential medical information shall be submitted only to the Human Resources department.

### **ARTICLE 20 – LEAVE OF ABSENCE**

#### **20.01 Pregnancy and Parental Leave Top up**

Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act and the Employment Insurance Act.

Full-time employees who are eligible to take Pregnancy Leave and/or Parental Leave will receive a top up as follows:

- a) Payment in the amount of \$250.00 gross per pay period for 12 months from the beginning of the Pregnancy and/or Parental Leave to a maximum of \$6500.00 per top up period.

- b) The top up payments begin on the pay date occurring after the birth of the child or the beginning of the parent's custody of the child.
- c) If the employee returns to work prior to the expiry of the 12-month period, the top up payments continue.
- d) This amount is payable to one parent if both parents are employees of the Employer, to the maximum of \$6500 per Pregnancy/Parental Leave.
- e) Top up payments cease upon the end of employment.
- f) Benefits, as per Article 23.01, will continue during the Pregnancy/Parental leave, with LTD premium paid directly to the Employer by the Employee on leave.
- g) Employees who are not eligible for pregnancy leave, but are eligible for parental leave, may take parental leave of sixty-three (63) weeks as per the Employment Standards Act. An Employee who requests to continue their leave after sixty-three (63) weeks may request, with four (4) weeks' notice in writing, an unpaid leave, as per Article 20.09 (Unpaid General Leave of Absence). This leave must be taken immediately after the sixty-three (63) week statutory parental leave. It is understood that the seventeen (17) week unpaid personal leave is not a parental leave; but a request for the same shall not be unreasonably withheld.
- h) An Employee who intends to return to work at the end of their leave of absence shall advise the Employer and shall be reinstated to their former position.

Community PSW/HSWs who are eligible for benefits at the time of the start of Pregnancy Leave and/or Parental Leave are eligible for top up per a) through e).

## **20.02 Union Leave**

Upon written request from the Union to the Employer at least two (2) weeks in advance, an Employee elected or otherwise appointed by the Union to attend conferences, conventions, seminars or training will be allowed the required leave of absence. Employees' pay, benefits, and seniority provided for in this Agreement will be continued during such leave. However, the Union will reimburse the Employer for all pay during the period of absence.

- a) Effective upon ratification, leave of absence for union business will be granted without pay for up to an aggregate maximum for all employees, of one hundred and twenty days (120) days during each year of this Agreement. The Union may request additional union leave and such request(s) may be granted at the discretion of the Agency, based on operational requirements.

- b) Union leave will be granted for not more than twenty (20) Employees to be absent at any time, provided any program area affected can continue to operate.
- c) Requests for such leave will not be unreasonably denied.

### **20.03 Leave for Full-Time Union Position**

Employees elected or otherwise appointed to a full-time position with the Union, or anybody with which the Union is affiliated, are entitled to a leave of absence without loss of seniority for a period of two (2) years.

The Employee must advise the Senior Human Resource Manager in writing of the date of commencement of the leave as well as the expected return date as far in advance as possible, and no less than two (2) weeks in advance of the leave commencing.

In the event that the Employee wishes to seek an extension of the leave of absence, the Employee may request an extension in writing to the Senior Human Resource Manager as far in advance as possible, and no less than two (2) weeks in advance of the beginning of the extension and must indicate the expected duration of the extended leave. The granting of approval of the request for an extension will not be unreasonably withheld.

The Employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wage and benefits paid to or in respect of the Employee who is granted the leave. Dues will continue to be collected from the employee's wages for the duration of the leave.

### **20.04 Leave for Public Office**

- a) Employees may request an unpaid leave of absence to participate in public affairs. Therefore, upon written request to the department head at least four (4) weeks in advance of the leave, the Employer shall approve a leave of absence without loss of seniority for the campaign period only for a maximum of three (3) months so that the Employee may be a candidate in federal, provincial, or municipal elections.

### **20.05 Bereavement Leave**

- a) An Employee shall be granted ten (10) regularly scheduled consecutive working days Leave of Absence with pay in the event of the death of a spouse or child, including stepchild or ward. The leave shall be taken within one (1) month of the date of death. It is understood that the term spouse will be defined by the Ontario Human Rights Act, 1990 as amended.
- b) An Employee shall be granted seven (7) regularly scheduled consecutive working days Leave of Absence with pay in the event of the death of a parent, brother or sister. The leave shall be taken within one (1) month of the date of death.

- c) An Employee shall be granted four (4) days regularly scheduled consecutive working days Leave of Absence with pay in the event of the death of a mother-in-law, father-in-law, grandchild and/or grandparents. The leave shall be taken within one (1) month of the date of the death.
- d) An Employee shall be granted upon request one (1) regularly scheduled working day Leave of Absence with pay in the event of the death of an aunt, uncle, cousin or any other relative or significant person or client to attend a funeral as a pallbearer. The leave shall be taken within one (1) month of the date of the death.
- e) Employees may be granted up to an additional three (3) days' leave upon request, without loss of pay, benefits, or seniority, where out of town travel is required or in exceptional circumstances. Such request will not be unreasonably denied. Employees may request additional unpaid bereavement leave.
- f) In the event of a pregnancy loss at a point not covered by ESA pregnancy leave, the employee may take five (5) bereavement days to deal with this loss, or for recovery.
- g) Deceased Employee

One (1) Union Representative is entitled to one (1) days' leave, without loss of pay, benefits, or seniority, to attend the funeral of a deceased Employee. Where the family of a deceased Employee requests pallbearers from the Union, the Employer will grant one-half (1/2) day's leave, without loss of pay, benefits, or seniority, for up to six (6) pallbearers to be designated by the Union.

#### **20.06 Unpaid, Job-Protected Leaves of Absence**

Employees are entitled to the following leaves of absence without pay, without loss of benefits, and with accrual of seniority, per the list below. If legislation provides any greater right or entitlement to leaves of absence than provided here below, the Employer will grant such further entitlement.

Upon request by the Employee, these unpaid leaves of absence, or any portion thereof, may be paid by accessing vacation, compensatory time, paid sick leave where appropriate, or any other paid time accrued by the Employee. Nothing in this Article diminishes the rights of an Employee under the Ontario Employment Standards Act (ESA) or other relevant legislation.

During these leaves, full seniority will accumulate, and all benefits will be paid by the Employer provided the Employee continues to pay her share, where applicable.

List of Unpaid, Job Protected Leaves per the Ontario ESA:

- Personal Emergency Leave
- Pregnancy Leave
- Parental Leave
- Family Caregiver Leave
- Critical Illness Leave
- Organ Donor Leave
- Crime-related Child Disappearance Leave
- Domestic or Sexual Violence Leave
- Reservist Leave
- Child Death Leave

This article will apply to any legislated Unpaid, Job Protected Leaves per the Ontario ESA. An Employee on Pregnancy/Parental leave is entitled upon return to any increments due to negotiated pay increases or reclassification which were affected during the leave of absence.

Employees on Pregnancy/Parental leave must provide the employer with four (4) weeks' notice in writing of their return to work date.

#### **20.07 Jury Duty Witness Leave**

Should an Employee who would otherwise be at work be required to appear in court or before a similar body for purpose of jury duty or as a subpoenaed witness, they will be granted a leave of absence without loss of pay, benefits, or seniority to an Employee who serves as a witness in any court proceedings or coroner's request, or as a juror. An Employee who serves under the provisions of this Article will remit to the Employer any fees received, exclusive of travelling and living expenses, that they receive as a juror or witness.

#### **20.08 Education Leave**

Regular Full-Time and Part-Time Employees may take up to one (1) year education leave without pay and benefits in every third full year of employment. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for up to one (1) year, but seniority will not accumulate during the leave and the Employee's seniority will be adjusted on the seniority list to reflect the leave of absence.

Employees who wish to request an educational leave will do so in writing, indicating the duration and purpose of the leave, at least one month prior to the planned start date.

Upon return from an educational leave, the Employee will be reinstated in their former position.

## **20.09 Unpaid General Leaves of Absence**

- a) An Employee may apply for an unpaid leave of absence in writing at least twenty-eight (28) days prior to the start of the leave, providing the start and end date of the leave. Such leave may be granted at the discretion of the Department Vice President (or designate) but shall not be unreasonably denied.
- b) Such leave will not be longer than six (6) months for employees with less than three (3) years of seniority and not longer than one (1) year for employees with more than three (3) years seniority.
- c) Seniority, service credit, and Vacation/Sick credits will not continue to accrue during such leave. An Employee granted such leave will retain seniority for the length of the leave for a period up to one (1) year. At the end of the leave, they may return to their previous position. If the position no longer exists, the Employee will have rights in accordance with Article 14 (Layoff & Recall).
- d) An Employee may elect to continue benefit coverage by paying the total premium costs. An Employee who has not continued benefits during the period of the leave must resume their coverage on returning from leave.
- e) Prior to the start of an approved unpaid general leave of absence, an employee must use any accrued vacation in excess of five (5) days.

## **20.10 Leave of Absence for Citizenship**

Employees are entitled to one (1) day off without loss of pay, seniority, or benefits to attend a formal hearing to become a Canadian citizen.

## **20.11 Employer Responses**

The Employer will respond to each leave of absence request in writing and within fourteen calendar (14) days of receiving the request.

## **ARTICLE 21 – WSIB**

### **21.01 Coverage**

The Employer will ensure that all Employees are covered by the Workplace Safety Insurance Act. No Employee will have their employment terminated as a result of absence from work due to a compensable accident.

### **21.02 Pay while Waiting for WSIB Decisions**

Employees who are receiving benefits under WSIB will retain and accumulate seniority.

If an Employee is unable to work due to a work-related illness or injury and the Employee has filed a WSIB claim and is entitled to accrued paid sick leave, the Employer will pay the Employee as if they were on sick leave until the WSIB has issued a decision on the claim.

If WSIB approves the claim for loss of earnings, the paid sick leave will again be available to the Employee as if it had not been utilized.

If WSIB denies the claim for loss of earnings and the Employee files an appeal, the Employer will pay the Employee accrued paid sick leave as if they were on sick leave until the WSIB has issued a final decision on the appeal.

Employees who are not entitled to sick accruals or do not have sufficient accrual balances to cover their absence will be paid for the date of the incident and will be issued a Record of Employment in order to file for EI benefits. Employees may exhaust all other accrued paid time before requesting a Record of Employment.

Denial of a claim by WSIB does not constitute a bar from accessing paid or unpaid sick leave or applying for Long Term Disability benefits.

## **ARTICLE 22 – RETURN TO WORK**

### **22.01 Joint Committee**

The Joint Return to Work Committee will consist of not more than two (2) Representatives of the Union and not more than two (2) Representatives of the Employer.

The Employer will provide the Committee with notice of any worker request for modified duties and/or hours or need for return to work plans within two (2) working days of being made aware of such request and/or need.

At least one (1) Union Representative and at least one (1) Employer Representative will meet on an as-needed basis to deal with and review the progress of modified work requests and/or return to work plans. Such meetings will be held prior to modified work and/or return to work plans taking effect and, subject to mutual agreement, may be conducted via a phone or conference call.

The Committee will review and make recommendations regarding cases where:

- An Employee currently working requires permanent or temporary modification of their duties; or
- An Employee returning to work from injury or illness requires permanent or temporary modification of their duties.

The Committee will also meet quarterly in order to assess and make recommendations about issues related to return to work, including but not limited to the following:

- protecting the health and safety of Employees by preventing accidents, injuries and illness;
- meeting or exceeding legislative requirements;
- respecting and maintaining the confidentiality of Employees who require modified work;
- providing an employment environment within which Employees can rehabilitate from accidents, injuries and illness; and
- providing modified work which is meaningful to Employees and valuable to the Employer.

Employees will participate in their early and safe return to work by assisting the Employer and the Union as may be requested or required, to identify suitable employment that is available and consistent with the employee's functional abilities and supporting medical documentation.

## **ARTICLE 23 – BENEFITS**

### **23.01 Benefits**

The Employer shall provide a Benefits plan for all Full-time Employees as per the definition in Article 4.01e and all Community-based PSWs working at least 1000 hours in the previous calendar year with benefits and including \$500 or \$600, respectively Paramedical and \$300 Discretionary Benefits.

### **23.02 Benefits Booklets for Employees**

Upon entitlement, the Employer will provide benefits booklets to eligible Employees. Where changes to the benefits provisions have been negotiated by the Parties, the Employer will also provide updated benefits booklets to eligible Employees as soon as possible upon the conclusion of such negotiations.

### **23.03 Current Benefits Level**

The Employer will continue to provide benefits equal to or better than the current coverage.

#### **23.04 Benefits Information to Union**

Upon renewal and/or amendment, the Employer will provide the Union with a copy of all employee benefit plan texts and amendments.

### **ARTICLE 24 – HEALTH & SAFETY**

#### **24.01 Joint Health and Safety Committee**

The Parties will co-operate to maintain a safe workplace and to attend to the elimination of any conditions that are a hazard to the health and safety of employees. The Parties will comply with the Occupational Health & Safety Act (OHSA).

The Parties will appoint workplace representatives and/or establish a Joint Health and Safety Committee (JHSC) or Committees in accordance with the OHSA.

Time spent preparing, in JHSC meetings, or on investigations is paid at the employees' regular rate.

Where the OHSA requires workers to be certified, they will be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act, the Employer will pay them at the applicable rate.

#### **24.02 Violence in the Workplace**

The Employer commits to ensuring the development and implementation of policies and procedures with respect to violence in the workplace. Such policies and procedures will be developed in consultation with the JHSC prior to implementation.

On an annual basis, the Employer will review and post its updated and signed Violence in the Workplace Policy. The JHSC will review the policy each year after the Employer's review and prior to posting.

On a regular basis, the Employer in consultation with the JHSC will conduct a risk assessment for all Employer-owned/leased locations. The final assessment will be presented to the JHSC for review. The Employer will also update the risk assessment if any of the following conditions are present:

- a new work location is established, or an existing work location is renovated, moved or reconfigured;
- there are significant changes in the type of work;
- there are significant changes in the conditions of work;
- there is new information on the risks of workplace violence; or
- a violent incident indicates a risk related to the nature of the workplace, type of work, or conditions of work that was not identified during an earlier assessment.

The Employer will ensure that all incidents of workplace violence and all conditions prompting an update to the risk assessment bulleted above are reported to the JHSC as soon as possible. The JHSC may make recommendations to the Employer at any time about the Violence in the Workplace Policy and/or the risk assessment.

### **24.03 Bed Bugs**

If the residence of an Employee becomes infested with bed bugs and such infestation is reasonably attributable to the Employee's performance of her duties for the Employer, the Employer will:

- a) Permit the Employee to use up to five (5) days of sick leave, or unpaid leave as defined in this Agreement, to deal with such infestation, provided that the Employee has sufficient sick leave days available;
- b) Reimburse the Employee for spraying treatments of the Employee's residence, up to a total maximum of \$650.00 provided that the Employee submits original itemized invoices that clearly indicate that the Employee's residence was treated for bed bugs.

Employees are entitled to make a claim for the benefits pursuant to this Article once every two (2) years during the life of this Agreement.

Where bedbugs are known to be present and/or when pesticides are used in the workplace, the Employer will notify all Employees who may be working in the area.

### **24.04 Working Alone**

In order to maximize safety while working alone, the Employer will provide the following:

- a) For Community-based Personal Support Workers:
  - An on-call Manager who is available to respond in emergency situations
- b) For any Employees who work a shift at an Employer location and which extends past 9PM:
  - A portable phone
  - An on-call Manager who is available to respond in emergency situations
- c) Intensive Case Managers & Community Workers in Independent Living
  - A cellular phone
  - Where a client cannot be reached, two (2) Employees will be scheduled to attend

#### **24.05 Surveillance**

The Employer will notify the JHSC of all surveillance systems, including but not limited to video, audio, global positioning/automated vehicle location systems, in place in all workplaces including employer-supplied vehicles. Such systems may be in place for the protection and safety of Employees, members of the public, clients, and/or Employer assets but may not be established or utilized for the primary purpose of monitoring Employees' performance.

#### **24.06 Quarantines**

Where an Employee is placed under quarantine by a medical authority, and the quarantine is reasonably attributable to the employee's performance of their duties, the employee will be paid for all scheduled shifts for the duration of the quarantine period.

#### **24.07 Medical Testing and Vaccines**

The Employer will cover the cost of any medical testing or vaccines required by legislation and/or a funder to be undertaken by Employees, including time needed to attend. Employees may use sick leave credits for medical appointments for this purpose.

This article is without prejudice to the rights of the Employer to require (or an Employee to refuse) any particular medical test or vaccination.

### **ARTICLE 25 – PAYROLL**

#### **25.01 Payday**

The Employer will pay all salaries and wages, including but not limited to overtime, premium payments, allowances, and reimbursements, to Employees bi-weekly in accordance with Schedule "A".

The Employer may not make deductions from salaries or wages unless authorized by statute, court order, arbitration order, by request of the employee or by this Agreement. For those Employees who pay rent for employer-provided living accommodation, deductions will be according to the original signed rental agreement between the Employer and the Employee. Any necessary changes in deductions must be mutually agreed between the Employer and the Employee.

#### **25.02 Salaries**

Attached hereto and forming part of this Agreement is Schedule "A", which sets out the salary schedule to be effective during the term of this Agreement.

### **25.03 Funding**

The Parties recognize the importance of working together to obtain improved and stable funding levels. To this end, the Parties will work to build a broad coalition, including other unions and community groups and agencies in the sector, to press for proper funding. Results from the funding campaign will be communicated to the Union.

### **25.04 Pay Statement**

On each pay day, the Employer will provide each Employee with an itemized statement of their salaries and/or wages and other supplementary pay and deductions.

### **25.05 Errors in Payment**

If an Employee correctly identifies an error on their pay statement, the Employer will provide the necessary payment to the Employee within two (2) working days (not including Saturdays, Sundays, or statutory holidays) of receiving the payment error information from the Employee.

### **25.06 Alternate Duties**

Employees who are assigned in writing to perform the acting duties of a higher classification covered by this Agreement shall receive the rate of the position they are assigned, or their own rate of pay, whichever is the higher.

### **25.07 Travel**

No Employee will be required to use their personal vehicle in order to perform work for the Employer unless it is a stated requirement of the job.

#### Use of Personal Vehicle

The following provisions apply to Employees who are required to use their personal vehicle to perform work for the Employer:

- a) Upon presenting confirmation of payment by the Employee, the Employer will reimburse parking expenses incurred through approved work-related activities.
- b) At the same time that other income tax forms such as T4s are provided, the Employer will also provide a completed T2200 form on request.
- c) The Employer will pay the CRA rate for the current year, to be adjusted annually, per work-related kilometre. All travel will be calculated from the first day to the last day of each calendar month.

#### Public Transit

All Public Transit required for work will be reimbursed at the full rate.

### Parking Arrangements

As per the current practice, the Employer will continue to provide access to on-site parking where it is available. The Employer will apply best efforts to secure free on-site parking at new locations.

#### **25.08 Legal Fees**

The Employer will pay all legal and court costs as well as judgement costs, if any, for action or other proceeding initiated against an Employee or former Employee by virtue of reasonable performance of their employment duties subject to the Employee making every reasonable effort to co-operate with the Employer in respect of the action or proceeding.

Where an Employee seeks additional legal coverage outside of what is being provided by the Employer, the Employee will be responsible for the additional legal fees.

### **ARTICLE 26 – EXISTING CLASSIFICATIONS**

#### **26.01 Existing Classifications**

Existing classifications will not be changed without prior written agreement with the Union unless through a JJE process.

### **ARTICLE 27 – RESTRUCTURING**

#### **27.01 Notice to Union**

The Employer recognizes the possibility of restructuring in the workplace and where it is reasonably able to do so, the Employer will provide the Union with at least ninety (90) calendar days written notice of any of the following:

- technological and/or organizational change;
- partnerships, merger or amalgamation discussions
- plans to establish a regulatory college or registry; or
- awareness or direction from a Health Agency in regard to any regionalization, merger, full or partial amalgamation of the Employer.

Which may impact on Employees or bargaining unit work.

The notice will include the nature of the proposed change, the anticipated date of change, the anticipated effect that such change will have on Employees, and the number of bargaining unit Employees likely affected. Following such notice, the Employer will meet with the Union within fourteen (14) calendar days to discuss the impact of such change and to allow the Union the opportunity to respond, prior to a final decision being made.

Where such discussions are not in the public domain, the parties agree to keep them confidential.

## **ARTICLE 28 – TRAINING**

### **28.01 Professional Development and Training**

Professional Development and Training are a standing agenda item at Labour Management Committee meetings. The purpose of the discussions is to arrive at recommendations that will lead to the implementation of various training and career development initiatives.

The Employer recognizes that the ongoing professional development of Employees is of benefit to both the individuals and the Employer. Full Time and Part Time Employees who have one (1) year of service may apply for up to five hundred dollars (\$500) per calendar year for professional development related to the Employer's operations. Such requests will normally be made four (4) weeks in advance of the event.

Priorities for Employee Development will be for those Employees who:

- a. Are required to upgrade their educational qualifications to meet guidelines established by the Funder, legislation or quality guidelines.
- b. Have jobs which have been changed and who need additional development in order to increase their effectiveness; or
- c. Have Previously not had Educational opportunity as part of their employment; or
- d. Have requested an Education opportunity

### **28.02 In-Service Courses**

In-service Courses are a standing agenda item at Labour Management Committee meetings. All Full Time and Part Time Employees will have equal opportunity to attend in-service courses relevant to their work. The Employer is committed to offering training opportunities to Relief staff wherever possible based on program and scheduling requirements. Attendance at in-service courses is time worked and will be paid at the Employee's applicable rate.

Employer will compensate workers for courses and developmental training taken outside of regularly scheduled work hours. If a course or developmental training falls on a weekend, employees will be compensated with a minimum of 3.5 hours of compensation (lieu time for salary staff and pay for hourly staff). Employer will not schedule Employee's two (2) days in a row for the purpose of this article.

### **28.03 Mandatory Professional Certification**

The Employer will reimburse registration/affiliation fees at 100% up to \$500 for Employees that are required to maintain certification with a professional body (e.g. CECE) as stated in job description.

## **ARTICLE 29 – APPLICATION**

### **29.01 Superior Rights and/or Entitlements**

Vacation credits and sick leave credits, which were accrued prior to the date of ratification, will be retained, and applied following the date of ratification.

Furthermore, Employees who have superior entitlements prior to the date of ratification will retain all such entitlements following the date of ratification.

### **29.02 All Employees**

Unless clearly specified otherwise by this Agreement, all Employees enjoy all rights and privileges of this Agreement.

## **ARTICLE 30 – PRINTING**

### **30.01 Printing of Collective Agreement**

The parties agree to share the costs to reproduce sufficient copies of the Agreement, in a Union shop, upon and after ratification.

## **ARTICLE 31 – TERM OF AGREEMENT**

### **31.01 Term**

The term of the Agreement shall be from April 1, 2021, and January 1, 2022, for the merger of Local 2289 and Local 7797 respectively, until December 31st, 2024, and continuing year to year thereafter. If either party desires amendments, they shall give notice to the other party in writing within 90 days of the expiry of this Agreement.

### **31.02 Changes During the Term of Collective Agreement**

Any changes deemed necessary to this Agreement may be made by mutual agreement of the Parties in writing at any time during the term of this Agreement. Such changes are subject to ratification by Employees.

## **ARTICLE 32 – PENSION**

### **32.01 Pension**

As of the date of ratification of this Agreement, all Eligible Employees shall participate in a pension plan as per the LOU Pension Taskforce, at a matching contribution rate of 3%.

Notwithstanding the above, Employees who received a higher rate of contribution at the time of ratification will continue at such rate

DATED AT TORONTO, this 22nd day of December , 2025

For the Employer

Bill Sinclair  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)

Sharmini Fernando

Sheri Ellis  
Sheri Ellis (Dec 22, 2025 15:32:43 LST)

Lisa Nurse-Bernett  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)

Eva Lacson  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

Connie Ndlovu  
Connie Ndlovu (Dec 22, 2025 11:58:25 EST)

Nashana Garrick  
Nashana Garrick (Dec 22, 2025 13:34:10 EST)

Gail Passerino  
Gail Passerino (Dec 22, 2025 12:54:34 EST)

Leslie Bremner National Rep  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)

**SCHEDULE "A"**  
**CLASSIFICATIONS AND WAGES**

**Wages**

| Title  | Harmonized Rate | Jan. 1/22 | Jan. 1/23 | Jan. 1/24 | Grade |
|--|-----------------|-----------|-----------|-----------|-------|
|  |                 | \$0.80    | \$0.80    | \$0.80    |       |
| <b>Custodian - Housing, Office</b>   | \$22.65         | \$23.45   | \$24.25   | \$25.05   | A     |
| <b>Kitchen Help</b>  | \$22.65         | \$23.45   | \$24.25   | \$25.05   | A     |
| <b>Maintenance Worker, Evenings</b>  | \$22.65         | \$23.45   | \$24.25   | \$25.05   | A     |
| <b>Superintendent</b>  | \$22.65         | \$23.45   | \$24.25   | \$25.05   | A     |
| <b>Assistant - General, Program, Weekend</b>   | \$23.60         | \$24.40   | \$25.20   | \$26.00   | B     |
| <b>Driver, Driver Program Assistant</b>  | \$23.60         | \$24.40   | \$25.20   | \$26.00   | B     |
| <b>HSW (Home Support Worker) - FT Supportive Housing, Non-FT Community-based</b>                     | \$23.60         | \$24.40   | \$25.20   | \$26.00   | B     |
| <b>PSW (Personal Support Worker) Community-based, ALC (Alternative Level of Care)</b>                | \$23.60         | \$24.40   | \$25.20   | \$26.00   | B     |
| <b>Administrative Assistant, Employment, Housing, Reception</b>                                      | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |
| <b>Administrative Support - Child Care</b>   | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |
| <b>Clerk</b>   | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |
| <b>EPC (Elderly Persons Centre) &amp; Program Facilitator</b>  | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |
| <b>MOW (Meals on Wheels) Assistant</b>   | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |
| <b>PSW - Stabilization and Connection, TCAT/AMH (Toronto Community Action Team/Art Manuel House)</b> | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |
| <b>PSW - Supportive Housing, MSSP (Mobile Shelter Support Program)</b>                               | \$24.58         | \$25.38   | \$26.18   | \$26.98   | C     |

|   |                |                |                |                |          |
|---|----------------|----------------|----------------|----------------|----------|
| <b>Receptionist</b>   | <b>\$24.58</b> | <b>\$25.38</b> | <b>\$26.18</b> | <b>\$26.98</b> | <b>C</b> |
| <b>TDIN (Toronto Drop-in Network) Social Media and Website Admin Support</b>                    | <b>\$24.58</b> | <b>\$25.38</b> | <b>\$26.18</b> | <b>\$26.98</b> | <b>C</b> |
| <b>Transportation Scheduler</b>   | <b>\$24.58</b> | <b>\$25.38</b> | <b>\$26.18</b> | <b>\$26.98</b> | <b>C</b> |
| <b>VTP (Voluntary Trustee Program) Teller</b>   | <b>\$24.58</b> | <b>\$25.38</b> | <b>\$26.18</b> | <b>\$26.98</b> | <b>C</b> |
| <b>Worker - Assistant Youth Resource Outreach, Youth Engagement</b>                             | <b>\$24.58</b> | <b>\$25.38</b> | <b>\$26.18</b> | <b>\$26.98</b> | <b>C</b> |
| <b>Cook - Assistant, Child Care, Drop-in, Weekend</b>   | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Door Person</b>  | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Early Childhood Assistant, Floater</b>   | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Housekeeper</b>  | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Housing Tenant Support Worker</b>  | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>MOW (Meals on Wheels) Program Worker</b>   | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Program Assistant, Crystal Meth</b>  | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Settlement Assistant</b>   | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>TDIN (Toronto Drop-in Network) Member - Receptionist</b>                                     | <b>\$25.57</b> | <b>\$26.37</b> | <b>\$27.17</b> | <b>\$27.97</b> | <b>D</b> |
| <b>Administrative Assistant - MSSP (Mobile Shelter Support Program)</b>                         | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Administrator - Retention Support</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Client Focused Retention Specialist</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Community Worker - Corner Drop-in, Programs, Settlement - Wellness, Social Action Worker</b> | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Coordinator - Training and Engagement, TDIN (Toronto Drop-in Network)</b>                    | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Employment Advisor, Bilingual</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Employment Advisor - Facilitator - New Steps for Newcomers, Youth BOOST</b>                  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Job Developer - Pathways to Opportunities</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |

|   |                |                |                |                |          |
|---|----------------|----------------|----------------|----------------|----------|
| <b>Mobile Overdose Prevention Worker</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>ODSP Employment Support Worker</b>   | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Settlement Worker - Women's Program Community Connections</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Worker - EPIC (Eviction Prevention in the Community), Odette Place Tenant Support, OPS (Overdose Prevention Site), PAID Project ID, Women's Program</b>  | <b>\$27.55</b> | <b>\$28.35</b> | <b>\$29.15</b> | <b>\$29.95</b> | <b>E</b> |
| <b>Activatoinist, Worker Adult Day Services, Worker Seniors Services</b>  | <b>\$28.54</b> | <b>\$29.34</b> | <b>\$30.14</b> | <b>\$30.94</b> | <b>F</b> |
| <b>Administrative Lead MSSP (Mobile Shelter Support Program)</b>  | <b>\$28.54</b> | <b>\$29.34</b> | <b>\$30.14</b> | <b>\$30.94</b> | <b>F</b> |
| <b>Donor, Volunteer Services and Database Analyst</b>   | <b>\$28.54</b> | <b>\$29.34</b> | <b>\$30.14</b> | <b>\$30.94</b> | <b>F</b> |
| <b>Lead Hand - Maintenance Operations - Coatsworth, Multi-Site</b>  | <b>\$28.54</b> | <b>\$29.34</b> | <b>\$30.14</b> | <b>\$30.94</b> | <b>F</b> |
| <b>Operations Assistant</b>   | <b>\$28.54</b> | <b>\$29.34</b> | <b>\$30.14</b> | <b>\$30.94</b> | <b>F</b> |
| <b>Worker - Youth, Youth Drop-in, Youth Justice, Youth Resource Outreach, Youth Outreach</b>  | <b>\$28.54</b> | <b>\$29.34</b> | <b>\$30.14</b> | <b>\$30.94</b> | <b>F</b> |
| <b>Annual Fund Officer</b>  | <b>\$29.53</b> | <b>\$30.33</b> | <b>\$31.13</b> | <b>\$31.93</b> | <b>G</b> |
| <b>Community Engagement and Marketing Specialist</b>  | <b>\$29.53</b> | <b>\$30.33</b> | <b>\$31.13</b> | <b>\$31.93</b> | <b>G</b> |
| <b>Coordinator - LGBTQ+ Settlement Services, Volunteer &amp; Special Events</b>   | <b>\$29.53</b> | <b>\$30.33</b> | <b>\$31.13</b> | <b>\$31.93</b> | <b>G</b> |
| <b>Internal Communications Officer</b>  | <b>\$29.53</b> | <b>\$30.33</b> | <b>\$31.13</b> | <b>\$31.93</b> | <b>G</b> |
| <b>Marketing &amp; Communications Officer</b>   | <b>\$29.53</b> | <b>\$30.33</b> | <b>\$31.13</b> | <b>\$31.93</b> | <b>G</b> |
| <b>Youth Counsellor - Advocate</b>  | <b>\$29.53</b> | <b>\$30.33</b> | <b>\$31.13</b> | <b>\$31.93</b> | <b>G</b> |
| <b>Assessment &amp; Outreach Worker</b>   | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Case Manager - Community Connect, Encampment Outreach, Enhanced Followup, Harm Reduction, HART Hub, Intensive, Mental Health, Mobile Shelter Support Program (MSSP), Safe Seniors Housing, TCAT (Toronto Community Action Team), TCAT AMH (Art Manuel House), Transitional, Voluntary Trustee, Restorative Justice Shelter Program</b> | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Client Care Coordinator/Receptionist</b>   | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |

|   |                |                |                |                |          |
|---|----------------|----------------|----------------|----------------|----------|
| <b>Community Worker - IL (Independent Living)</b>   | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Coordinator - Anti-Racism NLS (National Local Immigration Secretariat), Assisted Living, Child &amp; Youth -Tutoring, Client Care, Community Development, Complex Care, EDI (Equity, Diversity, Inclusion) Training &amp; Development, Peers, Peer Training and Development, Sheltering, TSLIP (Toronto South Local Immigration Partnership) Community, Trustee Hub, Women's Program</b> | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Early Childhood Educator, Senior Child Care Teacher</b>  | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Followup Worker Stabilization &amp; Connection Centre</b>  | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Seniors CIA (Client Intervention and Assistance) - ADP (Adult Day Program) Worker</b>  | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Team Lead - ADP, Community Mediation, Crystal Meth, Employer Engagement, HIV, iPHARE, MSSP, Pathways to Opportunities, REACT, SafeSpot, Women's Settlement, Workforce Development, YouthWorks Opportunities</b>  | <b>\$30.52</b> | <b>\$31.32</b> | <b>\$32.12</b> | <b>\$32.92</b> | <b>H</b> |
| <b>Coordinator - Community Development, Peers, Peer Training &amp; Development, Sheltering</b>  | <b>\$31.63</b> | <b>\$32.43</b> | <b>\$33.23</b> | <b>\$34.03</b> | <b>I</b> |
| <b>LINC Instructor</b>  | <b>\$37.53</b> | <b>\$38.33</b> | <b>\$39.13</b> | <b>\$39.93</b> | <b>J</b> |

|  |  |  |  |  |          |
|--|--|--|--|--|----------|
| <b>Cleaner</b>   |  |  |  |  | <b>A</b> |
| <b>Housekeeper</b>   |  |  |  |  | <b>A</b> |
| <b>Maintenance Housing Office</b>  |  |  |  |  | <b>A</b> |
| <b>Adult Day Program Assistant</b>   |  |  |  |  | <b>C</b> |
| <b>Child &amp; Youth Program Assistant</b>   |  |  |  |  | <b>C</b> |
| <b>Meals on Wheels Office Coordinator</b>  |  |  |  |  | <b>C</b> |
| <b>Program Assistant</b>   |  |  |  |  | <b>C</b> |
| <b>Women's Program Assistant</b>   |  |  |  |  | <b>C</b> |
| <b>Community Mediation Worker</b>  |  |  |  |  | <b>D</b> |
| <b>Community PSW - Island Rate (Island rate is a premium added to eligible hours worked)</b> |  |  |  |  | <b>D</b> |
| <b>Coordinator Toronto Drop-in Network Member Support</b>                                    |  |  |  |  | <b>D</b> |
| <b>Korean Seniors Worker</b>   |  |  |  |  | <b>D</b> |

|   |  |  |  |  |          |
|---|--|--|--|--|----------|
| <b>Coordinator Office and MIS (Office and Management Information Systems)</b> |  |  |  |  | <b>E</b> |
| <b>Employment Advisor Counsellor</b>  |  |  |  |  | <b>E</b> |
| <b>Job Coach</b>  |  |  |  |  | <b>E</b> |
| <b>Newcomer Settlement Worker / Newcomer worker</b>                           |  |  |  |  | <b>E</b> |
| <b>Pre-Employment Coach</b>   |  |  |  |  | <b>E</b> |
| <b>Resource &amp; Information Specialist</b>                                  |  |  |  |  | <b>E</b> |
| <b>Street Survivor Case Worker</b>  |  |  |  |  | <b>E</b> |
| <b>Youth Employment Support &amp; Outreach Worker</b>                         |  |  |  |  | <b>E</b> |
| <b>Administrative Lead UHHS (Urban Health &amp; Homelessness)</b>             |  |  |  |  | <b>F</b> |
| <b>Adult Day Program Community Worker</b>                                     |  |  |  |  | <b>F</b> |
| <b>Child &amp; Youth Coordinator</b>  |  |  |  |  | <b>F</b> |
| <b>Conflict Resolution Training Lead</b>                                      |  |  |  |  | <b>F</b> |
| <b>Coordinator Community Healing</b>  |  |  |  |  | <b>F</b> |
| <b>Donor Administrator / Database Administrator</b>                           |  |  |  |  | <b>F</b> |
| <b>Lead Hand Maintenance Housing</b>  |  |  |  |  | <b>F</b> |
| <b>Youth Art Specialist</b>   |  |  |  |  | <b>F</b> |
| <b>Coordinator Child &amp; Youth Weekend</b>                                  |  |  |  |  | <b>H</b> |
| <b>Coordinator Community Initiatives</b>                                      |  |  |  |  | <b>H</b> |
| <b>Coordinator Community Mediation</b>  |  |  |  |  | <b>H</b> |
| <b>Coordinator Connections</b>  |  |  |  |  | <b>H</b> |
| <b>Coordinator Family Support</b>   |  |  |  |  | <b>H</b> |
| <b>Coordinator Opportunity Knocks</b>   |  |  |  |  | <b>H</b> |
| <b>Coordinator Perinatal</b>  |  |  |  |  | <b>H</b> |
| <b>Coordinator Seniors Housing</b>  |  |  |  |  | <b>H</b> |
| <b>Coordinator Social Enterprise</b>  |  |  |  |  | <b>H</b> |
| <b>Coordinator Youth Job Connect</b>  |  |  |  |  | <b>H</b> |
| <b>Movid Case Manager</b>   |  |  |  |  | <b>H</b> |
| <b>Street Survivor Enhanced Case Manager</b>                                  |  |  |  |  | <b>H</b> |
| <b>Team Lead Drop-in</b>  |  |  |  |  | <b>H</b> |
| <b>Team Lead Employment</b>   |  |  |  |  | <b>H</b> |
| <b>Team Lead MOVID</b>  |  |  |  |  | <b>H</b> |
| <b>Team Lead Pre-Employment</b>   |  |  |  |  | <b>H</b> |
| <b>Team Lead Stabilization</b>  |  |  |  |  | <b>H</b> |
| <b>Youth Employment Senior Facilitator</b>                                    |  |  |  |  | <b>H</b> |
| <b>Coordinator Crystal Meth</b>   |  |  |  |  | <b>I</b> |
| <b>Coordinator Drop-in &amp; Housing</b>                                      |  |  |  |  | <b>I</b> |

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| <b>Coordinator TCAT (Toronto Community Action Team)<br/>Case Management</b> |  |  |  |  |  |
| <b>Coordinator Trustee Case Management</b>                                  |  |  |  |  |  |
| <b>Coordinator Youth Justice Services</b>                                   |  |  |  |  |  |

**SCHEDULE "B"**  
**COMMUNITY BASED PERSONAL/HOME SUPPORT WORKERS**

1. This Schedule applies to Community Based Personal/Home Support Workers who are not regularly scheduled and whose hours of work may fluctuate. A Personal/Home Support Worker may refuse an offer of a work assignment within their hours of availability, provided they give a reasonable explanation for the refusal. A Personal/Home Support Worker may request to be removed immediately from an existing work assignment provided they submit a reasonable explanation.
2. A Personal/Home Support Worker may modify an existing client visit within the regularly scheduled work week with the agreement of the client and the prior approval of the Employer.
3. A work assignment refers to the provision of service to a client. It is understood that the duration and intensity of a work assignment may change during the course of the work assignment. Where such change increases the hours of service for that client, the additional hours will first be offered to the Employee who is currently working with the client up to a maximum work load, including all paid work hours, of forty four (44) hours in a week.
4. A new work assignment refers to a work assignment for a client that arises when the Employee is not currently servicing that client, or when the duration and/or intensity of a current work assignment increases and the Employee working with the client is not available for the extra work, the extra work is therefore considered a new work assignment.
5. On return from an approved absence, an Employee's clients will be returned to the Employee so long as the Employee is still able to meet the needs of the client.
6. An Employee may be offered a temporary work assignment to replace an Employee on vacation, an approved training course or approved leaves.
7. New work assignments will be assigned using the following criteria:
  - a) The Employer will offer the work assignment to the Personal/Home Support Worker with the most seniority provided the Employee meets the requirements in (b) and (c) below.
  - b) The Employee must have the skill and ability to meet the needs of the assignment. In determining a Personal/Home Support Worker's skill and ability, the Employer will apply the following criteria:
    - i. Ability to provide appropriate care to the client consistent with the personal support and homemaking standards. (e.g. hooyer lift.);
    - ii. Client preferences for personal care (e.g. bathing by a Personal/Home Support Worker based on gender);
    - iii. Skill and ability are deemed satisfied if the Employee requires only four (4) hours or less of In-House Training. In such cases, the Employer will provide the necessary training and the Employee will be paid for all time spent in such training.
  - c) The Employee must have the availability of hours to meet the requirement of the assignment.

- d) If the senior Employee refuses the work assignment in accordance with paragraph 1 above, the next senior Employee meeting the requirement in a) and b) above will be offered the work until the work assignment is filled.
  - e) If the Employer receives short notice to commence a new work assignment, the work may be assigned to a worker with availability. Within one (1) week or shorter period, the work will be reassigned as stated in (a) through (d) above.
8. Clients will be asked for the widest flexibility in times that the service can be provided to them.
  9. The Employer is not required to offer a new work assignment to an Employee which would result in that Employee regularly being required to work overtime.
  10. The Employer will supply the Union with a quarterly report of any new work assignments where seniority was not applied.
  11. Personal/Home Support Workers are entitled to payment at the regular rate of pay for all time worked up to forty-four (44) hours in a week and up to twelve (12) hours a day, and one and one half (1 ½) the regular rate of pay for all time worked beyond forty-four (44) hours in a week. A week will start on Sunday and end on Saturday.
  12. An Employee's stated availability will be given to the Employer in writing stating the days and times that the Personal/Home Support Worker will be available for a work assignment. For new Personal/Home Support Workers, this written notice will be given at the time of hiring. Such availability may be reduced or changed with two (2) weeks' written notice and the employer's agreement. Where an Employee is increasing their availability, they may do so in writing at any time.
  13. Where the Employer is of the opinion that it needs to hire additional staff in order to meet current or future work assignments, the Employer will first notify existing employees of this need. Existing employees will be given the opportunity to modify, change or increase their availability in order to meet the need.
  14. The Employer will endeavor to avoid split shifts (more than one (1) hour between clients with no assignment) unless doing so would result in a reduction of hours for the relevant Employee. The Employer will avoid scheduling P/HSWs for less than three (3) hours per day if possible.
  15. Employees will be paid for every hour worked, and will not be entitled to float days or lieu time.
  16. Employees accrue paid sick leave at the rate of one and one-half (1½) hours for each twenty (20) hours worked to a maximum of one hundred twenty-six (126) hours, to be calculated on a monthly basis. Accumulated sick leave credits not taken shall have ten (10) hours carried forward to the following year. The remaining accumulated sick leave credits will be paid to a maximum of sixty (60) hours annually.
  17. The Employer shall provide a Benefits plan for all Community-based PSW/HSWs working at least 1000 hours in the previous calendar year, with Benefits as per the TNGCS PSW/HSW plan at time of ratification, and including \$500 Paramedical and \$300 Discretionary Benefit. On or about July 1st of each year, Community-based PSW/HSWs

will be advised in writing by the Employer, with a copy to the union, of how many hours they have accrued and the total number required so they can calculate the number of hours they will need to work to reach the threshold for Benefits coverage.

18. Employer shall strive to conduct an initial home visit for new clients within one (1) week but shall conduct the visit no later than two (2) weeks of clients being assigned to PSW's. Employer will pay PSW's for a minimum of one additional half hour (30 minutes) for each initial visit in order to complete an environmental risk assessment form. Additional time may be required and will not be unreasonably denied. This form may be digital in the smartphone.
19. Other entitlements  
PSW/HSW's shall be entitled to all benefits of the collective agreement where not identified under Schedule B
20. The following employee shall continue to receive Agency-paid benefits, hours of work and eligibility in the pension plan:
  - a) Jane Mulindwa
21. Travel Time  
Home Support Workers shall receive one half (1/2) hour for travel time between client assignments up to a maximum of 1.5 (one and a half) hours per day paid at the appropriate hourly rate. Funds required for travel between clients will be provided by the Agency. All Public Transit required for work will be reimbursed at the full rate.

## **SCHEDULE "C"** **LINC INSTRUCTORS**

### 1. LINC Instructors

LINC Instructors are funded by IRCC and the IRCC budget includes instructional hours only. Therefore, LINC Instructors have different working conditions than other PT or FT staff that are tied to instructional hours.

Staff meetings and Language Assessment prep time shall be held during instructional hours. LINC Instructors will receive ten (10) minutes Language Assessment prep time per instructional hour. Full time instructional hours will be a minimum of twenty-five (25) hours a week. Language Assessment prep time may be taken in blocks.

LINC Instructors shall be subject to the same wage increases as negotiated for Schedule A. The employer agrees to request annual funding increases for salary increases from IRCC in the budget negotiation process.

### 2. Probation Period

There shall be a probationary period excluding seasonal layoff periods or unpaid leaves of 300 hours.

### 3. Vacation Pay

There is no accrued vacation time for this position. The vacation pay shall be four percent (4%) and Employees shall receive paid vacation days comparable to their regularly scheduled shifts for the period of March break and Christmas break.

### 4. Seniority

Seniority shall be set at the date of hire as a bargaining unit member. For those employees who started work prior to April 1, 2005, this shall be the seniority date. For those with the same seniority date, seniority shall be determined by lot system. Seniority shall continue to accrue during seasonal lay off periods.

### 5. Sick Leave

Full-Time LINC Instructors who have completed their probationary period accrue sick leave pay at the rate of one and one-half (1 ½) hours for each twenty (20) hours worked to a maximum of ninety (90) hours for the instructional period September – June each year. Accumulated sick leave credits not taken will be paid out to a maximum of fifty (50) hours annually each June. A bank of 10 hours can be carried forward for the next instructional year.

Part-Time LINC Instructors shall receive four (4%) percent in lieu of sick time and benefits for all hours worked. In addition, Part-Time Employees shall receive 2 shifts paid sick time per year. In-lieu of payments shall be paid on every pay day. A Part-time Employee who transfers to a Full-time contract or temporary position shall lose the four percent (4%) in lieu of benefits for the period of full-time work only, and be entitled to 19.02(b).

The LINC Instructors are expected to report absences as soon as possible on the day of the absence and where possible, advise as to the length of the absence. A note from a

medical doctor or other health practitioner shall be provided after five consecutive days of absence, to the Manager. The instructors shall be covered by the Workplace Safety Insurance Board (WSIB)

6. Statutory Holidays

Statutory holidays are paid as per the Employment Standards Act. There are no instructional hours on statutory holidays.

7. Benefits

Regular FT LINC Instructors (over 21 hours per week) will be eligible for health benefits and the pension plan.

Regular PT LINC Instructors (under 21 hours per week) will be eligible for the pension plan.

8. Supply Instructors

Supply Instructors are paid for instructional hours. Supply Instructors doing relief shifts or short-term contracts receive entitlements according to the Employment Standards Act. They do not receive sick pay, benefits, or pension. They receive vacation pay according to Employment Standards.

9. Layoffs

The instructional schedule for LINC Instructors is such that there are brief seasonal layoff periods during the calendar year. Seasonal layoff(s) are not entitled to Article 14 (Layoff & Recall). Employees on a seasonal layoff shall be re-offered their position each school year.

Layoffs and bumping shall occur as outlined in Article 14 (Layoff & Recall) for non-seasonal layoffs.

During seasonal lay-offs the Employer will extend benefits for one month. The Employer will connect the Employees to the benefit company to discuss options for independent plans with the benefit provider to arrange individual coverage.

LINC Instructors will be offered Relief positions during summer lay-off.

10. Other Entitlements

LINC Instructors shall be entitled to all benefits of the collective agreement where not identified under Schedule C.

## **LETTER OF UNDERSTANDING #1 OPS WORKERS**

1. Primary goals of this letter of understanding are (1) to ensure that the OPS can function as a vital, life-saving service to the community; (2) that OPS Workers remain eligible for ODSP benefits; and (3) that OPS Workers can benefit from the support and protection of the union.
2. The OPS has both regular part-time and regular full-time positions. The OPS Workers will be eligible for union status, union seniority, joint job evaluation, and union representation. OPS Workers will receive professional development and travel reimbursements, as described in the collective agreement. For union seniority purposes, OPS Workers hired prior to November 25, 2019 will have November 25, 2019 recognized as their date of seniority. For any OPS Workers hired after November 25, 2019 their seniority date will be their date of hire with TNG.
3. The OPS is not funded by the government and these positions are at risk of layoff. In the event of layoff, the OPS Workers will have the right of recall and right to apply for positions as internal candidates but will not be eligible for bumping into other positions not covered by this letter of understanding.
4. Lived/living experience with injection drug use is a valued qualification for these OPS Worker positions and the employer will be flexible and reasonable in reference to the code of conduct as it refers to substance use and intoxication. If the judgement or functioning of an OPS Worker is impaired, they will be asked not to work or sent home by the Supervisor. If sent home, the OPS Worker will be paid for that shift.
5. OPS Workers will have the option to not be paid directly for their team meetings, supervision meetings or any time worked above their scheduled shifts. Hours worked beyond their regular hours will be banked to create comp bank that can be used when they need to miss shifts not related to point 4.
6. Given the special role and qualifications of this position, management will exercise greater but reasonable flexibility in supervision and performance management than would be exercised with other union members in the organization.
7. OPS Workers are not eligible for LTD coverage and will not pay LTD premiums.
8. Traditional accommodation case law is based on a medical model of diagnosis and treatment that may not apply in this situation. The content of this letter of understanding will be part of any accommodation plan created for an OPS Worker and the plan will not conflict with the terms of this letter of understanding.
9. OPS Workers cannot receive certain services provided by other union members within the organization due to funder guidelines, potential conflicts of interest and confidentiality considerations. For example: they cannot live in our supportive housing, receive case management services, receive primary health care and psychiatric services, receive voluntary trusteeship services, receive training subsidies, provided by our employment services, utilize the OPS, or participate in peer leader activities.


OPS Workers can receive several publicly available services, subject to funder guidelines, for example: open employment workshops and job fairs, conflict resolution training and mediation,


and English classes. Children of OPS Workers are eligible to participate in licensed child care, and family members of OPS Workers are eligible for eldercare services.

10. This letter of understanding is entered into in a spirit of cooperation between management and the union. It will be reviewed annually.

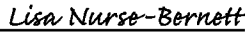
**DATED AT TORONTO, this 22nd day of December , 2025**


For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)




  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)


  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)


  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

  
Connie Ndlovu (Dec 22, 2025 11:55:25 EST)

  
Nashana Garrick (Dec 22, 2025 13:34:10 EST)

  
Gail Passerino (Dec 22, 2025 12:54:34 EST)


  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)

**LETTER OF UNDERSTANDING #2  
LONG TERM DISABILITY FOR COMMUNITY-BASED PERSONAL & HOME  
SUPPORT WORKERS**

The Employer and the Union shall meet within 90 days of ratification to discuss amendments regarding possible LTD coverage for PSW's. A group meeting(s) with the PSW/HSW's on LTD will be scheduled within 4 months of ratification.

**DATED AT TORONTO, this 22nd day of December , 2025**

For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)

  
Sharmini Fernando


  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)


  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)


  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

  
Connie Ndlovu (Dec 22, 2025 11:55:25 EST)

  
Nashana Garrick (Dec 22, 2025 13:34:10 EST)

  
Gail Passerino (Dec 22, 2025 12:54:34 EST)

  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)


**LETTER OF UNDERSTANDING #3  
BENEFITS**

Whereas Local 2289 and 7797 have merged collective agreements and both respective collective agreements have different benefits, the Employer agrees to:

1. Maintaining respective benefits packages and harmonizing LTD at 50% / 50% Employer/Employee.
2. New Employees and current employees who will be eligible to access benefits will be placed into the current SSQ – Claim Secure Plan, Group 33P70.
3. New Employees and current Employees who will be eligible for LTD shall be placed in the current plan with the lowest cost.
4. Within 120 days of ratification a Benefits Committee shall be established to review coverages, premiums and administration of group health benefits and shall make recommendations to stay within the budgeted amount of the current superior contract.
5. All Employees will be notified of the results of point 4, and all members shall move into one Benefits Plan.


**DATED AT TORONTO, this 22nd day of December , 2025**


For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)

  
Sharmine Fernando


  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)


  
Lisa Nurse-Bennett (Dec 22, 2025 16:38:25 EST)


  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

  
Connie Ndlovu (Dec 22, 2025 11:55:25 EST)

  
Nashana Garrick (Dec 22, 2025 13:34:10 EST)

  
Gail Passerino (Dec 22, 2025 12:54:34 EST)

  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)

**LETTER OF UNDERSTANDING #4  
CONTRACTING OUT**

Both parties recognize there has been a history of contracting out work where members of 7797 have been exhausted. Where this is a continued requirement, the employer shall consult the union. The Employer will post positions in programs where temp agencies are used. It is not the intent to use temp agencies.

The Union recognizes that the employer rents and leases buildings that provide their own cleaning and maintenance. Where this is part of the rental/lease agreement this will not be considered a violation of article 3.03. (Contracting Out)

Where maintenance work is being done by contractors which is outside the skill set of Union members, or in emergencies where members of the Union are working and contractors are required this will not be considered a violation of article 3.03.

Where catering is required to provide a diversity of food, or where a location does not have a kitchen, or where historical practices with organizations such as Meals on Wheels exists this will not be considered a violation of article 3.03.

Mediation and training to support community will not be considered a violation of article 3.03.

This LOU shall not be used to further increase the current established practices of contracting out. Furthermore, the Employer will take all reasonable steps to reduce contracting out.

**DATED AT TORONTO, this 22nd day of December , 2025**

For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)




  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)


  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)

  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

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Gail Passerino (Dec 22, 2025 12:54:34 EST)

  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)


**LETTER OF UNDERSTANDING #5  
PENSION TASKFORCE**


Whereas Local 2289 and 7797 have merged collective agreements and both respective collective agreements have different Pension Plans, the Employer agrees to:

1. Maintaining respective Pension Plans packages.
2. New Employees and current employees who will become eligible to contribute to a Pension Plan will be placed into the current Multi-Sector Pension Plan which former L 2289 currently participates in.
3. Within 120 days of ratification a Pension Taskforce Committee shall be established to review current Pension Plans, alternative plans and shall make a recommendation to which Pension Plan employees will participate in.
4. All eligible Employees will be notified of the results of point 3, and in principle all members shall move into one Pension Plan.

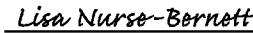
**DATED AT TORONTO, this 22nd day of December , 2025**

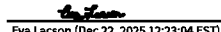
For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)



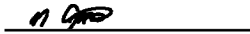
  
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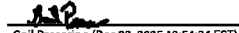
  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)

  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

  
Connie Ndlovu (Dec 22, 2025 11:55:25 EST)

  
Nashana Garrick (Dec 22, 2025 13:34:10 EST)

  
Gail Passerino (Dec 22, 2025 12:54:34 EST)

  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)

**LETTER OF UNDERSTANDING #6  
NON-STATUTORY FIXED PAID HOLIDAYS**

Effective in 2014, it is recognized that some funders require the programs they fund to operate on Easter Monday and August Civic Day, which are not statutory holidays or else face a penalty. If a Funder requires that services are to be provided on Easter Monday or August Civic Holiday in any department, it is agreed that the following conditions shall apply to those programs that open on these days:

- 1) Programs shall operate with minimum staffing levels, including Union members and Management, to ensure safety and customer service.
- 2) Union members to receive double (2.0) times salary for hours worked.
- 3) For registration programming; (Child care, Seniors) participants to pre-register in advance to allow for accurate minimum staffing levels.
- 4) In scheduling staff, the following procedure shall be used – first, staff will volunteer in order of seniority; second, staff will be assigned to work in order of reverse seniority.
- 5) Employees scheduled as per point 4 shall be notified two weeks in advance of the shift they are required to work.
- 6) Minimum staffing will include management and relief staff.
- 7) For ETC; minimum staffing includes a manager, one admin staff, two employment advisors or equivalent.
- 8) For Corner Drop-in; minimum staffing includes the same staffing as a Sunday.
- 9) If during the term of this agreement other funders require their funded programs to operate on either of these two days the Employer and the Union shall apply these rules in a similar fashion.

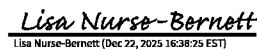
**DATED AT TORONTO, this 22nd day of December , 2025**

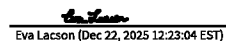
For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)



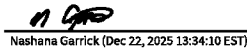
  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)

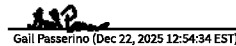
  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:29 EST)

  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

  
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Gail Passerino (Dec 22, 2025 12:54:34 EST)

  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)


**LETTER OF UNDERSTANDING #7  
INTENT OF SCOPE**

Both parties agree that persons who do the work of affiliated non-incorporated organizations under the umbrella of the Employer or are paid Trainee's who do not do the primary work of the bargaining unit shall not be covered by article 2.01 Scope.

For clarity this includes Trainees, Peers, Placement Students, Interns, Canada Summer Job Youth, and Staff of Trustee Hub Projects

**DATED AT TORONTO, this 22nd day of December , 2025**

For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)

  
Sharmine Fernando


  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)

  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)

  
Eva Lacson (Dec 22, 2025 12:23:04 EST)

For the Union

  
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Gail Passerino (Dec 22, 2025 12:54:34 EST)


  
Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)

**LETTER OF UNDERSTANDING #8  
WAGE GAP PERIOD FORMER LOCAL 2289**

To cover the gap between the expiration of collective agreements between CUPE 2289 and CUPE 7797, and where the collective agreements are being merged, the Employer shall apply the wage increase negotiated for all members on January 1, 2022, to former members of CUPE 2289, to all hours worked from April 1, 2021 – December 31, 2021.

**DATED AT TORONTO, this 22nd day of December , 2025**

For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)

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*Sharmine Fernando*


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Sheri Ellis (Dec 22, 2025 15:32:43 EST)

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Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)

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Eva Lacson (Dec 22, 2025 12:23:04 EST)

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For the Union

  
Connie Ndlovu (Dec 22, 2025 11:55:25 EST)


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Nashana Garrick (Dec 22, 2025 13:34:10 EST)

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Gail Passerino (Dec 22, 2025 12:54:34 EST)

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Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)


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**LETTER OF UNDERSTANDING #9  
RETRO FOR NON-CURRENT EMPLOYEES**

Retro will be applied to all members current and former in the Employ of TNG for the retroactive wage period. The Employer shall send a letter and email, if available, to the last known address of former Employees. Former employees will have a 6-week period to respond in order to be eligible for retro pay.

**DATED AT TORONTO, this 22nd day of December , 2025**

For the Employer

  
Bill Sinclair (Dec 22, 2025 11:51:01 EST)

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*Sharmine Fernando*


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*Sheri Ellis*  
Sheri Ellis (Dec 22, 2025 15:32:43 EST)

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*Lisa Nurse-Bernett*  
Lisa Nurse-Bernett (Dec 22, 2025 16:38:25 EST)

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Eva Lacson (Dec 22, 2025 12:23:04 EST)

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For the Union

*Connie Ndlovu*  
Connie Ndlovu (Dec 22, 2025 11:55:25 EST)


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Nashana Garrick (Dec 22, 2025 13:34:10 EST)

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Gail Passerino (Dec 22, 2025 12:54:34 EST)

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Leslie Bremner National Rep (Dec 22, 2025 12:02:11 EST)

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