

**JANE
FINCH**

**CUPE
LOCAL
4772**

COLLECTIVE AGREEMENT

- between -

**Jane/Finch Community
and Family Centre
(hereinafter referred to as “the Employer”)**

- and -

**The Canadian Union of Public Employees
and its Local 4772
(hereinafter referred to as “the Union”)**

TERM: APRIL 1, 2024 – MARCH 31, 2028

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- a) To build and maintain harmonious relations between the Employer and its employees;
 - b) To recognize the mutual value of joint discussions and negotiations and to set forth the terms and conditions of employment which affect employees covered by this Agreement;
 - c) To aim toward a peaceful and amicable settlement of any differences that may arise between them.
- 1.02 The parties to this Agreement also share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 Throughout the Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Jane/Finch Community and Family Centre in the City of Toronto, save and except Executive Director, Assistant Executive Director, Administrative Assistant to the Executive Director, Bookkeeper, Team Leaders and persons above the rank of Team Leader, and Project Employees.
- 2.02 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.
- 2.03 Union Officers, Stewards and committee members shall be entitled to leave their work during working hours in order to process grievances, attend at meetings with the Employer, participate in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, shall be considered as time worked, and paid at the appropriate rate(s).

- 2.04 Provided it obtains the Employer's consent in advance, the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. The Employer shall not unreasonably withhold its consent.

ARTICLE 3 - DEFINITIONS

- 3.01 A full-time employee shall be defined as an employee who works on a regularly scheduled basis for at least 24.5 hours per week.

A relief employee shall be defined as an employee who does not work regularly scheduled shifts and is used to cover shifts related to vacations, additional work or unplanned absences

- 3.02 A part-time employee shall be defined as an employee who works on a regularly scheduled basis for less than 24.5 hours per week.

- 3.03 A Project Employee shall be defined as an employee who is hired to work on a fixed term of twelve (12) months or less on a project for which the Employer has received funding on a one-time only basis. If the employee is continuously employed for more than twelve (12) months in the same position then they shall cease to be considered a Project Employee, and shall not be excluded from the bargaining unit, unless otherwise agreed between the parties.

- 3.04 Contract employees may be hired for a specific term to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, or long-term disability. The period of employment shall not exceed the absent employee's leave for more than two (2) weeks. The Employer will inform the Union of the circumstances giving rise to the vacancy prior to the position being posted. Contract employees shall enjoy all rights and privileges except as specifically identified or amended in Appendix I.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes and acknowledges the right of the Employer, subject to the terms of this agreement, to operate and manage the affairs of the Employer in all respects. Without limiting the generality of the foregoing, the Union acknowledges that the Employer has the right to:

- a) Maintain order, discipline and efficiency in the workplace;

- b) Hire, assign, retire, direct, promote, classify, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of this agreement are violated in the exercise of these rights;
- c) Determine the methods and techniques of work, the schedules and hours of work, the number of personnel to be employed, classifications and the qualifications for positions.

The Employer agrees that in exercising its rights as set out above, it will not act in a manner that is inconsistent or in conflict with the provisions of this Collective Agreement.

- 4.02 The Employer agrees to meet with the Union at least one (1) month in advance of new or revised the policy(s) coming into effect, in order for the Union to make representation.

ARTICLE 5 - UNION SECURITY AND UNION MEMBERSHIP

- 5.01 The parties hereto agree to compulsory check-off of Union dues, special levies, fines or assessments for all employees who come within the bargaining unit. The amount to be deducted shall be established by the Union.

- 5.02 Union dues, special levies and/or fines shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month. The Employer shall forward such deductions to the National Secretary- Treasurer of the Union, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.

With two (2) weeks notice, the Employer agrees to forward the dues, special levies and/or fines to the Local Secretary Treasurer.

- 5.03 The Employer will twice annually, on January 31, and July 1, supply the local union with a statement showing names, addresses, personal e- address, if possessed by the Employer, home telephone numbers, and classifications of employees. The local union will be notified of any changes to the above statement as well as all hirings, transfers, promotions, lay-offs, recalls, resignations, retirements, deaths and terminations of employment as they occur.

- 5.04 The local President of the Union shall notify the Employer in writing of any change in the amount of Union dues, and such notification shall be the Employer's conclusive authority to make the deductions specified.

- 5.05 When Income Tax T-4 slips are prepared, the Employer will record on each slip, the total amount of regular Union dues, and special levies deducted during the subject year from the employee's wages pursuant to this Article.
- 5.06 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made, or payments made in accordance with this Article.
- 5.07
- a) The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues check-off provisions contained in this Collective Agreement.
 - b) The Employer agrees to notify the Union immediately of all new hires.

The Employer agrees to provide a Union Steward and an Executive member with an opportunity to meet with new employees for a period of up to one (1) hour, during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meeting will be held at a time and location mutually agreed upon between the Steward and the employee's immediate supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.

- 5.08 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the President of the Local Union, with a copy to the CUPE National Representative.
- 5.09 The Employer shall provide the Union with a bulletin board at each designated office location. The Union may post documentation that pertains to general information and interest to its members.
- 5.10 The Union shall be permitted to use the employer's premises to hold Union meetings provided it first obtains the consent of the Employer.
- 5.11 All employees covered by this agreement shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all employees hired after the date of certification shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 - JOB SECURITY

6.01

- a) Employees who are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, except in the case of training, exceptional circumstances, or emergencies.
- b) Except for maintenance work, the Employer shall not contract out any work usually performed by members of the bargaining unit. (See Letter of Understanding attached regarding current maintenance workers.)
- c) Volunteers do not replace employees or paid positions. Volunteers' roles will be developed as part of the new letter of understanding 3 – regarding open communication and organizational health.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 Labour/Management Committee

- a) A Labour/Management Committee will be established consisting of two (2) Union representatives and two (2) Employer representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairpersons of the meetings.
- b) The Committee will meet four (4) times per year, or more frequently if requested by either party, at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussions in Committee meetings.
- c) An agenda will be agreed upon by the Co-Chairpersons and will be submitted to all members of the Committee at least two (2) working days in advance of the meeting. Matters shall be placed on the final agenda that on agreement of the Co-Chairpersons fall within the terms of reference of the Committee.
- d) The parties shall alternate in providing a Secretary to the Committee. Minutes of such meetings will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting and provided to all Committee members. Once approved, the Minutes shall be posted in the workplace.

- e) The parties agree that duties of the Hours of Work Committee, Benefits Review Committee and Modified Work Committee are topics for the Labour Management Committee and shall be dealt with at the Labour Management committee.

7.02 Stewards

- a) In order to better respond to the multiple locations of the organization, the Employer recognizes the right of the Union to elect or otherwise appoint up to five (5) employees who have completed probation as Stewards.
- b) The Union shall notify the Employer in writing of the names of its Stewards. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

7.03 Bargaining Committee

- a) A Union Bargaining Committee will be elected or appointed consisting of up to three (3) members of the Union who have completed their probationary period. The Union may elect or appoint up to two (2) alternate members to the committee. The Union will advise the Employer of the names of the Bargaining Committee members.
- b) It is agreed that time spent in bargaining by the bargaining committee shall be considered time worked and compensated at the appropriate rate(s).
- c) The Union bargaining committee shall be allowed up to fourteen (14) hours with pay (away from the workplace) in order to prepare bargaining proposals.

ARTICLE 8 - NO DISCRIMINATION

8.01 The Employer and the Union agree that there shall be no discrimination against any employee as outlined in the Ontario Human Rights Code. Should the Ontario Human Rights Code be amended to narrow the list of prohibited grounds of discrimination, the prohibited grounds as set out in the Human Rights Code on July 12, 2012 will continue to be recognized by the parties as prohibited grounds notwithstanding any amendments to the Ontario Human Rights Code.

8.02 The Union and the Employer agree that there will be no intimidation, discrimination, interference, or coercion exercised or practiced by either of them or by their members or representatives because of an employee's membership or non- membership in the Union or political affiliation or activity.

- 8.03 All references to “spouse” in this Collective Agreement and any benefits flowing from it shall include common-law and/or same sex partner. In addition, all references to “family” shall include children and/or in-laws flowing from common-law and/or same sex relationships.
- 8.04 Employees who are/become related, including common-law spouse resident with the employee:
- a) shall not report to the same direct supervisor;
 - b) shall not report one to the other;

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

- 9.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

All grievances shall proceed according to the following steps. At each step of the grievance procedure, the employee shall have the right to be present.

9.02 Complaint

- a) If an employee has a complaint, it shall be discussed with their Supervisor within seven (7) working days after the circumstances giving rise to the complaint occurred, or ought to have reasonably come to the attention of the employee. An employee presenting a complaint to the supervisor may be accompanied by a steward.
- b) Attempts at such informal settlement of complaints shall not exceed seven (7) working days. In the event the complaint is not resolved, the following steps of the Grievance Procedure may be invoked.

9.03 Step 1

Failing settlement at the complaint stage, the Union may submit the grievance in writing to the Executive Director (or designate) within seven (7) working days of the completion of the complaint stage. The grievance shall be in writing on a grievance form, signed by the employee, and shall contain the nature of the grievance, the relevant provisions of the collective agreement of which a violation is alleged, and the remedy sought. A meeting will be held within seven (7) working days of submission of the grievance between the Executive Director (or designate) and the Union. The Executive Director (or designate) shall deliver the response in writing to the Union within seven (7) working days of the date of the meeting.

- 9.04 **Step 2**
Failing a satisfactory settlement being reached at Step 1, the matter may be referred to arbitration not later than twenty (20) working days after the decision at Step 1 has been received.
- 9.05 The parties agree that in order to prevent an alleged victim of harassment or discrimination from having to present an oral complaint or grievance to the alleged perpetrator, a grievance may be filed with a designate not directly involved, at the next step in the grievance procedure.
- 9.06 **Group Grievance**
Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances it may first be taken up under Step 1 of the grievance procedure and presented in writing with the signatures of the persons in the group clearly identified on the grievance form. Any such grievance shall be delivered to the Executive Director or designate within seven (7) working days after the circumstances giving rise to the grievance occurred or ought to have been reasonably become known to the employees. Such a grievance shall then be processed within the framework of the grievance procedure.
- 9.07 **Policy Grievance**
Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 1 of the grievance procedure, provided that it is presented within fifteen (15) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party.
- 9.08 The time limits in the grievance and arbitration procedure may be extended by consent of both parties in writing.
- 9.09 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 9.10 **Arbitration Procedure**
a) When either party wishes to submit a grievance to arbitration, it shall inform the other party within twenty-five (25) working days of the receipt of the written decision at Step 1 of the Grievance Procedure, or twenty-five (25) working days of the expiration of the time limit provided under Step 1 if no answer is provided.

Where no written request for arbitration is received within the time limit set out herein, the grievance shall be deemed to have been settled and not eligible for arbitration. The arbitration will be heard by a sole arbitrator. A written request that a grievance be submitted to arbitration shall include the names of three (3) choices for the arbitrator. If the party receiving the request accepts one of the proposed arbitrators, that arbitrator will be contacted within ten (10) working days to arrange dates for the arbitration. Where the party receiving the request rejects all three (3) names that party will respond with three (3) more choices within ten (10) working days. If agreement is not reached after review of these two lists, either party may apply to the Ontario Ministry of Labour to appoint an arbitrator within ten (10) working days of the rejection.

- b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- c) The arbitrator shall herein determine the difference between the parties and the decision of the arbitrator shall be final and binding upon the parties hereto and the employees.
- d) The arbitrator shall not make any decision inconsistent with the provisions of this agreement, nor alter, modify, or amend any part of the agreement.
- e) The parties will jointly bear the fees and expenses of the arbitrator.
- f) The employer and the union may, by written agreement, substitute a board of arbitration for the sole arbitrator provided for herein and the board of arbitration shall possess the same powers and be subject to the same limitations as the sole arbitrator.

ARTICLE 10 - NO STRIKES/NO LOCKOUTS

- 10.01 The union undertakes there will be no strike and the Employer undertakes there will be no lockout so long as this agreement continues to operate. The words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.
- 10.02 The Employer agrees to continue benefit coverage in the event of a legal strike or lockout. The cost of said coverage shall be reimbursed to the Employer by CUPE.
- 10.03 In the event that any employee of our partner organizations, other than those covered by this agreement, engages in a lawful strike and maintains picket lines, employees covered by this agreement shall not be required to perform work normally done by that employee or cross their picket lines.

ARTICLE 11 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 11.01 In the event an employee is disciplined, suspended or discharged from employment and the employee and/or the Union feels that the discipline, suspension or discharge is without just cause, the case may then be taken up as a grievance. Such grievance shall proceed directly to Step 1 of the grievance procedure and must be presented within ten (10) working days after notice of the discipline, suspension or discharge was given.
- 11.02 An employee shall be represented by the Union at any meeting with the Employer in which disciplinary action is imposed, or that the Employer believes is likely to result in disciplinary action against the employee. The Employer shall inform the employee of the employee's right to have a Union representative present at the meeting. Failure to notify the employee of this right shall make any discipline null and void. Any discipline issued shall be issued in writing, copied to the Union.
- 11.03 Meetings shall be held within seven (7) working days after the request for the meeting is made. Reasonable notice shall be given to the employee and the Union. Notice shall include the reason for the meeting.

ARTICLE 12 - PERSONNEL FILES

- 12.01 An employee shall, upon giving two (2) days advance notice to the Executive Director (or designate), have access to and be allowed to review their personnel file. It is understood that such files shall be kept under lock and key at all times, and are of a confidential nature. Upon request, and at no cost to the employee, an employee shall be provided with a copy of any material contained in their personnel file.
- 12.02 Twelve (12) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file and shall not be used against them, provided that no additional disciplinary action has been added to the personnel file within this twelve (12) month period. Any subsequent twelve (12) month period free of discipline shall cause the discipline to be removed from the employee's personnel file. In any case, discipline(s) shall be removed from an employee's file after a period of twenty-four (24) months.

ARTICLE 13 - SENIORITY

- 13.01 Seniority shall be defined as an employee's length of service since the first date of hire in the bargaining unit and will include service with the Employer prior to the date of certification of the Union. There shall be no pro-rating of seniority for employees working less than full-time hours.

- 13.02 Seniority will operate on a bargaining unit wide basis.
- 13.03 The Employer will post a seniority list within thirty (30) days of ratification of this Agreement, showing the employees current classification and their seniority date. Where two (2) or more employees commence(d) work on the same day, seniority shall be determined by date of receipt of application for employment.
- 13.04 An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.
- 13.05 An employee will not be placed on the seniority list until she/he has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and she/he will be credited with seniority according to date of hire.

ARTICLE 14 - LOSS OF SENIORITY

- 14.01 An employee shall lose all seniority, and the employment of the employee shall be deemed to have been terminated for any of the following reasons:
- a) voluntary resignation, unless rescinded within twenty-four (24) hours;
 - b) an employee is discharged for just cause and is not reinstated under the terms of this Agreement;
 - c) i) an employee is laid off for a period exceeding eighteen (18) months; ii) for employees with more than five (5) years seniority, laid off for a period exceeding twenty-four (24) months;
 - d) an employee is absent from work for five (5) or more working days without notifying the Employer, in which case such employee will be deemed to have quit the employ of the Employer without notice unless a satisfactory reason is provided to the Employer;
 - e) an employee fails to return to work within five (5) working days after being notified of recall by registered mail (unless the employee is ill). Registered mail sent to an employee's most recent address on their employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the employer to the employee's last known address will be deemed to have been received by the employee four (4) working days after it was sent by the employer. For purposes of recall, it shall be the responsibility of the employee

to keep the Employer informed of their current address and telephone number.

- f) an employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a satisfactory explanation is given by the employee to the Employer within five (5) working days.

14.02 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such employee shall have the right to return to her/his position in the bargaining unit for up to sixty (60) calendar days. Seniority will be reinstated upon return to bargaining unit employment within such period, provided there has been no break in service with the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Where a vacancy, of any type occurs, including non-bargaining unit positions, a notice of vacancy will be posted internally for a period of ten (10) working days wherever possible, and in no event less than five (5) working days at all designated office sites in a place accessible to all bargaining unit employees, and by email. All non-bargaining unit positions may be posted externally at the same time. Where a notice of vacancy has been posted and the length of the temporary vacancy is unknown, the posting shall so state. Employees must submit a written application, including an up-to-date resume, within the period indicated on the posting. Probationary employees shall not be entitled to apply for posted vacancies.

It is understood that during this internal recruitment process, if Management decides to fill the vacancy on a temporary basis, that hours will first be offered to qualified Relief Staff and Part-Time employees on a seniority basis. Should the employer be unable to recruit internally, Management may pursue external candidates. It is further understood that vacancies filled during the recruitment process may not exceed forty (40) working days.

15.02 The posting will stipulate the classification, starting date, location, qualifications, hours of work and salary, and length of position if a Contract position (per Article 3), and a copy shall be provided to the Union.

15.03 The Employer shall not advertise outside, or interview outside applicants until all internal applicants who meet the basic qualifications of the position have been given the opportunity to be interviewed and considered for the position. Upon mutual agreement with the Union, the Employer may post a position externally and internally at the same time.

- 15.04 In filling non-management vacancies, making promotions and staff transfers, seniority will be the determining factor, provided that applicants have demonstrated the ability and/or qualifications to perform the normal requirements of the job.
- The successful applicant shall be advised, in writing, of their appointment, with a copy to the Union.
- 15.05 Bargaining unit employees who are unsuccessful shall receive the reason(s) in writing.
- 15.06 In the event that a permanent employee is the successful candidate for a Contract or Project position, that employee shall retain their permanent status, with all rights and privileges thereto and shall maintain the right to return to their previously held position, if it still exists. Should the position no longer exist, the normal layoff/recall language shall apply.
- 15.07 Successful candidates and recalled employees (ie. layoff and recall) recalled into a position other than their own shall serve a trial period of forty (40) days worked. During the trial period, the employee may return to their previous position (or return to layoff) upon request. Any affected employees shall be returned to their former positions.
- 15.08 When an Employee is hired into a Bargaining Unit position, starts a new position, or has a contract extended, the union will be notified and copied on the correspondence to the employee.
- 15.09 The Employer can show preference to applicants based on funding and/or equity priorities, by hiring new employees on the basis of residence, lived experience, and or inclusion in a racialized group. Existing Bargaining Unit members shall have first consideration.

ARTICLE 16 – PROBATION

- 16.01 A newly hired employee will be known as a probationary employee until she/he has completed a period of six (6) months continuous active employment. A probationary employee may be terminated where, in the sole opinion of the Employer, they are considered unsuitable, or their performance is considered unsatisfactory and such termination shall be deemed to be for just cause. Such employee shall have no recourse to the grievance and arbitration provisions of this Agreement and an Arbitrator shall have no jurisdiction to entertain a grievance concerning the discharge of a probationary employee unless such discharge was alleged to be discriminatory. If retained after the probationary period, the employee's seniority shall be effective from the original date of employment.

16.02 On or before the expiry date of the probationary period, the Employer will confirm to the employee in writing, copied to the Union, the decision to:

- a) confirm the appointment as having completed the probation; or
- b) terminate the employee.

If no written notice is received from the Employer by the end of business hours on the date of the expiry of the probationary period, it shall be assumed that the employee has completed their probation period.

ARTICLE 17 - LAY-OFF AND RECALL

17.01 In the event of a proposed layoff, including a reduction in the regular hours of work of an employee in the bargaining unit or the elimination of a position within the bargaining unit, the Employer shall provide at least twenty-one (21) calendar days advance notice to the Union before notice is given to the employee in accordance with Article 17.03. Following the provision of such notice, the Employer shall meet with the Union as soon as possible within the notice period to discuss the reasons for such layoffs and allow for input from the Union to explore other options/alternatives to layoff. Discussions shall include joint efforts to maintain the position.

17.02 For the purposes of layoff and recall positions shall be allocated to the following groups:

Group A: Program Workers
 Coordinators
 Office Assistant/Intake-Referral Worker

Group B: Childcare worker
 Maintenance Worker

Group C: Peer Youth Worker

An employee in receipt of a layoff notice may accept the layoff or bump an employee with less seniority in their own Group (as identified above). An employee so displaced shall be deemed to have received notice of layoff and may accept the layoff or bump an employee with less seniority in the Group. The final employee may accept the layoff or bump the employee with the least seniority in their own Group. Employees cannot bump into a position that constitutes a promotion or an increase in regularly scheduled hours and must have the ability to meet the normal requirements of the job. Affected employees shall have one week to exercise their

rights. An employee, who has elected to bump another employee, shall have the right, for a period of eighteen (18) months, to return to their original position in the event that the Employer determines the position can be filled.

- 17.03 The Employer will provide employees who are to be laid off as much advance written notice as possible, but such notice of layoff shall not be less than four (4) weeks or that established by the Employment Standards Act, 2000 whichever is greater. The Union will be copied on the written layoff notice provided to the employee. The laid off employee will not be deprived of any termination benefits if the employer fails to copy the Union or there is a delay of notice. The lack or delay of notice to the Union will not invalidate the layoff.
- 17.04 When an employee is to be laid off, the employee shall be allowed five (5) paid working days to engage in a job search and to attend to personal matters. Such days shall be taken at a time mutually agreed upon by the employee and the supervisor. Permission shall not be unreasonably withheld.
- 17.05 Employees shall continue to accumulate seniority while on layoff, subject to Article 14.01(c).
- 17.06 Employees on layoff shall be given preference for any temporary work, whether it is bargaining unit work or not. An employee who has been recalled to such temporary work shall not be required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 17.07 Employees may choose to refuse recall to a position other than their own and shall retain their recall rights.
- 17.08 In the event of a vacancy or vacancies, employees will be recalled, in order of seniority, provided that they have the ability and/or qualifications to meet the normal requirements of the job. The posting procedure shall not apply until the recall procedure is completed.
- 17.09 Grievances concerning layoff and recall shall be initiated at Step 1 of the grievance procedure.
- 17.10 No full-time employee shall be laid off by reason of their duties being assigned to part-time employees, volunteers, or persons not included in the bargaining unit.
- 17.11 In the event of a layoff of an employee in receipt of benefits pursuant to Article 23.01, the employee may elect to continue to receive the benefit coverage identified in Article 23.01 for a period of up to six (6) months from the date the layoff commenced. After the completion of one (1) calendar month of layoff, if the

employee wishes to continue to receive benefit coverage the employee will be responsible for the full cost of the premiums and shall provide post-dated cheques to the Employer. Employees will not receive Long Term Disability plan coverage pursuant to Article 23.02 during a layoff.

- 17.12 Employees who have not been successfully recalled subject to the provision of Article 17 shall be paid a severance package. Severance pay will be calculated at two (2) weeks of pay for each year of service to a maximum of sixteen (16) weeks or the ESA-prescribed notice and severance, whichever is greater.

For the purpose of this calculation, a week's pay is defined as the average workweek for the particular classification at the employee's straight time basic wage rate at the time of lay-off. Partial years of service will be pro-rated for the calculation of severance payments.

An employee may elect at any time during the recall period to terminate their employment and to receive severance pay in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee.

ARTICLE 18 - HOURS OF WORK

- 18.01 The regular workweek, not including a meal period, shall consist of thirty-five (35) hours of work. The daily hours of work for employees will be consecutive and shall not exceed seven (7) hours per day, not including one (1) unpaid meal period of 30 minutes. Except where activities and programs require, workdays shall normally be Monday to Friday and work hours shall normally be between 09:00 hours and 17:00 hours. It is understood that programs and activities occur outside of these days/hours. Flexible hours may be arranged by mutual consent with the appropriate approval.
- 18.02 Nothing in this Article shall be construed as a guarantee by the Employer to any employee of a minimum or maximum number of hours per day, per week, or per year.
- 18.03 It is understood and agreed that employees working three (3) hours or more shall have a daily paid rest period of fifteen (15) minutes. Furthermore, employees working five (5) hours or more shall have two (2) paid rest periods of fifteen (15) minutes.
- 18.04 The scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.

18.05 Employees who work more than four (4) consecutive hours shall be entitled to an unpaid meal period of thirty (30) minutes.

18.06 Where applicable, work schedules shall be posted in advance.

ARTICLE 19 - OVERTIME

19.01 Overtime is discouraged, but it is understood that employees may be asked to work overtime from time to time. Overtime must be authorized in advance or pre-approved by an employee's supervisor, except in emergency or exceptional circumstances. Instead of a cash payment for overtime, employees shall receive lieu time at the rate of one hour of lieu time for each hour worked in excess of seven (7) hours per day up to forty (40) hours per week, and lieu time at the rate of one-and- one-half hours (1 1/2) hours for each hour worked in excess of forty (40) hours per week.

19.02 Employees shall take lieu time off within thirty (30) days of the date that it is acquired, unless agreed otherwise between the employee and their supervisor. Lieu time shall be taken at a time mutually agreed upon between the employee and their supervisor.

19.03 **Call Back**
Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next shift, they shall receive a minimum of three (3) hours pay at the appropriate rate.

19.04 Where an employee is called in to work, they shall receive a minimum of three (3) hours pay at the appropriate rate.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 **General Leave of Absence**

a) Employees who have four (4) or more years of seniority shall be granted a leave of absence without pay for a period of up to one year, provided that the Employer receives a written request at least four (4) weeks in advance (except in cases of emergency). Employees, when applying, must indicate the date of departure and the expected date of return, copied to the Union. The Employer will forward all correspondence to the Union. Seniority will not accumulate during a general leave of absence and the seniority date will be adjusted upon the return of the employee from such leave. Subject to eligibility, employees may continue to participate in the benefit plans, provided the employee pays all of the premium costs. Employees shall be granted a General Leave of Absence no more than once every four years, as of the date of this collective agreement.

20.02 Union Leave of Absence

Leave of absence for union business shall be granted without pay. The granting of such leave will be subject to the following conditions:

- a) Permission for more than two (2) employees to be absent shall not be unreasonably denied.
- b) Employees may also request a reduction in hours, which, if granted, shall be considered a leave of absence. Employees, when applying, must indicate the start date and expected date of return to regular hours, copied to the Union. The Employer will forward all correspondence to the Union. Seniority will accumulate during such a leave. Subject to eligibility, employees may continue to participate in the benefit plans, provided the employee pays their share of the premium costs (if any).
- c) A written request from the Union must be made to the Employer at least two (2) weeks prior to the date of the Union's function. In extraordinary circumstances, where less than two (2) weeks notice is given, agreement shall not be unreasonably denied.
- d) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee(s) who is/are granted the leave.

20.03 Full-Time Union Leave

Upon written request, where possible at least two months in advance of the intended commencement of the leave, an employee who has at least one year of seniority who is elected or selected for a full-time position with the Union, will be granted a leave of absence without pay and without benefits. The employee's seniority will continue to accumulate during the leave of absence.

Where possible, the employee must advise the Executive Director in writing of the date of the commencement of the leave as well as the expected return date at the time the request for the leave is made.

If the employee so chooses, the Employer shall continue pay and benefits, at no cost to the Employer.

Employees on such leave may request that they continue to be paid by the Employer during the full period of the leave and may continue to be covered under the benefits provided by the Employer to employees in the bargaining unit. In such circumstances, the Union shall reimburse the Employer for all wages and benefit payments upon receipt of a statement of the amount owing. The Employer shall provide such statements on a quarterly basis, or more frequently, if necessary. It is

understood that the ability to provide benefit coverage is subject to the terms and conditions of the benefit plans. Further, the parties agree that the Employer has the right to discontinue the arrangement in the event the Union does not comply with its obligations.

20.04 Pregnancy and Parental Leave

- a) Whenever the word “parent” is used in this section of the Agreement in relation to maternity leave or parental leave, “parent” is deemed to include a person with whom a child is placed for adoption and a person who is in a permanent relationship with a parent of a child and who intends to treat the child as their own.
- b) Pregnancy and parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act, 2000, except where amended by the terms of this agreement.
- c) An employee entitled to pregnancy and/or parental leave under this Article who provides the Employer with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act shall be paid a supplement to their EI maternity or parental benefits. The supplement is contingent on the arrangement being acceptable to Human Resources and Skills Development Canada, or, if necessary, acceptance of a Supplementary Unemployment Benefit Plan for registration.

The supplement shall consist of the following:

For the first two (2) weeks of the leave, payments equivalent to one hundred percent (100%) of the salary which the employee would otherwise have earned during the two-week period.

For the next twenty-four (24) weeks, the difference between the Employment Insurance Benefits and seventy-five percent (75%) of the salary which the employee would otherwise have earned.

- d) An employee may extend their pregnancy and/or parental leave for an additional year by giving notice in writing one (1) month prior to the conclusion of their leave. It is understood that this extended leave is without pay and benefits and only seniority will accrue during this period. Should the employee wish to return to work prior to the end of their extended leave, the Employer shall make every reasonable effort to accommodate the request. Upon return from an extended leave, the employee shall be reinstated to their position at the appropriate rate provided it still exists.

20.05 Bereavement Leave

Full-time employees who are regularly scheduled to work thirty-five (35) hours per week are entitled to:

- i) Ten (10) days leave with pay upon the death of a parent, partner (including same sex partner, legal or common-law-partner), or child.
- ii) Five (5) days leave with pay upon the death of a sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, niece, or nephew.
- iii) Three (3) days leave with pay upon the death of an aunt, uncle, former partner, first or second cousin, or any relative or individual to whom the employee was closely associated.

The number of hours of pay shall be pro-rated for full-time employees regularly scheduled to work less than thirty-five (35) hours per week and part-time employees, and such employees shall only be eligible for leave with pay if they have been scheduled to work.

Any employee shall have the right in the case of death of a family member to use any accumulated lieu time and/or vacation time to a maximum of three additional weeks, at the employee's option. In the event there are no paid time entitlements available, employees shall be permitted to take this time unpaid. Employees must notify their supervisor of their intention and the supervisor will not unreasonably withhold permission.

Any employee shall have the right in the case of death of a family member to use any accumulated lieu time and/or vacation time to a maximum of three additional weeks, at the employee's option. Employees must notify their supervisor of their intention and the supervisor will not unreasonably withhold permission.

20.06 Education Leave

- a) Employees with more than four (4) years of seniority will be eligible to take up to two (2) years full-time or part-time education leave without pay and benefits. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for two (2) years, 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.
- b) An employee who wishes to request an education leave shall do so in writing at least two (2) months in advance (wherever possible), indicating the duration and purpose of the leave. Requests for such leave shall not be unreasonably denied.

- c) Upon return from an education leave, the employee shall be reinstated in their former position, if it still exists. If the position does not exist, the layoff/recall language will apply.

20.07 Jury or Court Witness Duty

The Employer shall grant paid leave of absence to an employee who is called as a juror or witness in any legal proceeding. The employee will be paid the difference between any jury service fees and their regular rate of pay for those hours spent on jury duty, not exceeding the regular hours the employee normally would work on that day. An employee may be required to provide proof that the employee was called for jury or witness duty and the days on which the employee was required to attend together with evidence of the fees paid for performing such service.

20.08 Emergency or Exceptional Circumstances

- a) Full-time employees who are regularly scheduled to work 35 hours per week may be granted paid personal leave of up to a maximum of five (5) working days per year to allow an employee to deal with emergencies or exceptional circumstances. The number of hours of pay shall be pro-rated for full-time employees regularly scheduled to work less than thirty-five (35) hours per week and part-time employees, and such employees shall only be eligible for leave with pay if they have been scheduled to work.
- b) A request for Emergency leave shall be made to the Executive Director or designate in writing or, if necessary, verbally, outlining the reasons for the requested leave. Any verbal request must be confirmed by the employee as soon as possible in writing. Such leave shall be granted in the sole discretion of the Executive Director or designate.
- c) Unpaid Emergency leave may be granted at the sole discretion of the Executive Director or designate when an employee is experiencing emergencies or problems which extend beyond five (5) working days. This leave of absence may be extended for a period of one (1) year.

20.09 Full-time employees shall be entitled to two (2) days leave with pay for the purpose of moving their household to a maximum of two (2) days annually. Moving days shall be pro-rated for part-time employees.

20.10 Where the Employer closes any location due to inclement weather, Employees shall suffer no loss of pay or benefits.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 The Employer shall pay salaries bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions.

21.02 An employee may, upon giving at least ten (10) working days advance written notice, receive on the last workday preceding the commencement of their annual vacation, any pay cheques which may fall during the period of the employee's vacation.

21.03 When an employee is temporarily transferred by the employer to a higher paying position either inside or outside the bargaining unit or is required by the employer to perform the principal duties of a higher paying position either inside or outside the bargaining unit, he/she shall receive the rate for the job. In the case of a lower paying position, their rate shall not be reduced.

21.04 Transportation Expenses

- a) An employee who is required by the Employer to use their automobile in the course of performing their duties and responsibilities, will be entitled to receive a travel allowance per kilometer. The per kilometer reimbursement rate will be equal to the 'Automobile allowance rates set annually by the Canada Revenue Agency. All reimbursements must be consistent with the Centre's Mileage Reimbursement Policy dated September 2021.
- b) The Employer shall reimburse employees for the cost of public transit tokens/tickets where an employee is required to use public transit.
- c) The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred through the required use of an automobile for work related activities.

21.05 Training and Professional Development

- a) The Employer recognizes that the ongoing professional development of members of the bargaining unit is a benefit to both the employees and the Employer. The Employer therefore agrees to maintain a professional development fund for bargaining unit members to take training that is related to the mandate of the organization or the employee's professional objectives within the organization. The professional development fund shall consist of not less than \$500.00 per fiscal year for each full-time employee regularly scheduled to work thirty-five (35) hours per week. A prorated amount shall be maintained for full-time employees regularly scheduled to work less than

thirty- five (35) hours per week and part-time employees. Full-time employees regularly scheduled to work thirty-five (35) hours per week shall be eligible to take up to five (5) days with pay in each fiscal calendar year to attend such training.

Full-time employees regularly scheduled to work less than thirty-five (35) hours per week and part-time employees will receive a pro-rated amount of time and pay based on their regular hours of work. Requests for access to these funds and for the time to attend, if during working hours, shall be submitted in writing to the Employee's supervisor at least two weeks in advance of the activity being applied for. Such requests will not be unreasonably denied. A request form will be created jointly by the Employer and the Union.

- b) Where the Employer requires employees to attend an in-service training course, time spent at such courses shall be considered work time and paid at the employee's applicable rate.

21.06 Meal Allowance

Meals required while employees are traveling on Employer business shall be reimbursed up to fifteen dollars (\$15.00) for lunch and up to twenty (\$20.00) for dinner upon provision of receipts and with approval of their supervisor. Where an employee's supervisor has authorized an employee to work overtime of at least three (3) hours in a day, and where no meal is provided by the Employer, the meal reimbursement shall be paid to the employee.

ARTICLE 22 - MSPP

22.01 Effective January 1, 2013: Replace 22.01 with the remainder of this Article.

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

1. a) "Plan" means the Multi-Sector Pension Plan
- b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - i. the straight time component of hours worked on a holiday; and
 - ii. holiday pay, for the hours not worked; and
 - iii. vacation pay; and
 - iv. sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness.

- v. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and;

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

- c) “Eligible Employee” means all employees in the bargaining unit who have completed five hundred (500) hours of employment with the employer.

2. Commencing April 1st 2026, each Eligible Employee shall contribute for each pay period an amount equal to two and one half percent (2.5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to Eight Percent (8%) of Applicable Wages to the Plan.

Commencing April 1, 2027 each Eligible Employee shall contribute for each pay period an amount equal to one- and three-quarter percent (1.75,%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to eight- and three-quarter percent (8.75%) of Applicable Wages to the Plan.

Commencing April March 31, 2028 each Eligible Employee shall contribute for each pay period an amount equal to one and one percent (1%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to nine- and one-half percent (9.5%) of Applicable Wages to the Plan.

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

- a) **To be Provided at Plan Commencement**
 - date of hire;

- date of birth;
 - Social Insurance Number;
 - date of first contribution;
 - seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
 - gender.
- b) **To be Provided with each Remittance**
- name;
 - Social Insurance Number;
 - monthly remittance;
 - pensionable earnings;
 - year to date contributions;
 - employer portion of arrears owing due to error, or late enrolment by the Employer.
- c) **To be Provided Initially and as Status Changes**
- full address;
 - termination date where applicable (MM/DD/YY)
 - marital status, and any change to marital status;
 - date of death (if applicable);
- (d) **To be Provided Annually but no later than December 31**
- current complete address listing for all Eligible Employees;
 - period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
 - period(s) of lay-off, while subject to recall;
 - period(s) of absence for pregnancy or parental leave;
 - period(s) of strike or lockout;
 - other leaves of absence.
 - hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.
5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

ARTICLE 23 - BENEFITS

- 23.01 The Employer will pay 100% of the premiums for all eligible full-time employees on the active payroll of the Employer with respect to the current benefits program which provides for life insurance, accidental death and dismemberment benefits, health care, vision care and dental care. It is agreed that the benefits program is not incorporated by reference into this collective agreement. The Employer shall not change policies, carriers or benefits without first obtaining the agreement of the union, unless the change is made by the carrier in which case the Employer is not required to obtain the consent or agreement of the union.
- 23.02 The Employer will pay 100% of the premium for the long-term disability plan currently in effect for all eligible full-time employees. It is agreed that the long-term disability benefit plan is not incorporated by reference into this collective agreement. The Employer shall not change policies, carriers or benefits without first obtaining the agreement of the union, unless the change is made by the carrier in which case the Employer is not required to obtain the consent or agreement of the union.
- 23.03 A Benefits Review Committee shall be established which is composed of two Union and two Employer representatives. The Committee will review benefit plans and issues and make recommendations to the Employer at least six months prior to the renewal of any existing plan.

ARTICLE 24 - PAID HOLIDAYS

- 24.01 The Employer will observe the following paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and Boxing Day.

Should the Provincial government declare a new statutory holiday, the above list shall be read as if it were amended to include the holiday.

In recognition of the significance of May Day (International Workers Day), and International Women's Day, employees will be allowed to access any of their leave entitlements in order to celebrate May Day and/or International Women's Day.

- 24.02 Full-time employees regularly scheduled to work thirty-five (35) hours per week shall be paid one (1) day's pay for each of the above holidays. Full-time employees regularly scheduled to work less than thirty-five (35) hours per week and part-time employees shall receive pay for each holiday that shall be calculated by dividing by twenty (20) the total regular wages and vacation pay paid to the employee in the four (4) weeks before the work week in which the paid holiday occurs. Regular

wages are defined as wages other than overtime pay, premium pay, termination pay, and severance pay.

- 24.03 Where a paid holiday falls on a day other than a regular working day for an employee, or during an employee's vacation, the employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which the employee will be paid in accordance with article 24.03 using the four (4) work weeks before the substituted day. The substituted day shall be taken at a mutually agreed upon time.
- 24.04 It is understood that work on paid holidays referred to in Article 24.01 is voluntary. Where the Employer wishes to provide work on a paid holiday, notice shall be given to all employees. Work will be allocated on the basis of seniority to employees(s) able to meet the normal requirements of the job. Employees shall not work on a paid holiday unless authorized by the Employer.
- 24.05 When an employee works on a paid holiday, the employee shall receive time and one half (1 1/2), in pay, for all hours worked on the paid holiday. In addition, the employee will be paid holiday pay in accordance with Article 24.03.
- 24.06 Where an employee is required by their supervisor to work authorized overtime in excess of their regularly scheduled hours on a paid holiday or is called back to work after having completed a regular shift on a paid holiday, such employee shall receive two times (2X) their regular rate of pay or time in lieu (at the employee's discretion) for such authorized overtime.
- 24.07 Where the Centre is closed for the period between December 24 and New Year's Day, full-time employees who are regularly scheduled to work thirty-five (35) hours per week shall be entitled to the regular workdays during the closure off with regular pay. Full-time employees who are regularly scheduled to work less than thirty-five (35) hours per week and part-time employees shall be entitled to their regular workdays during the closure off with pay pro-rated to the number of hours they regularly work. Such employees shall only be eligible for leave with pay if they would have been scheduled to work if the Centre was not closed. However, it is recognized that some programs do operate during this time. Therefore, employees who are required by the Employer to work over this period shall be given an additional day off with regular pay for each day worked, pro-rated based on the hours worked.
- 24.08 Full-time employees regularly scheduled to work thirty-five (35) hours per week shall receive three (3) floating days per year, to be taken at a mutually agreed upon time. Full-time employees regularly scheduled to work less than thirty-five (35) hours per week and part-time employees shall receive a pro-rated number of days

based on the number of hours regularly worked. Requests to use floating days shall be made in writing to the employee's supervisor at least two weeks in advance. Employee requests for the taking of their float days shall not be unreasonably denied.

- 24.09 In recognition of the multicultural nature of the organization and the diversity of the workplace, employees may be entitled to up to three (3) alternate religious days off with pay in each calendar year. Employees must request the days off in writing from their supervisor at least two (2) weeks prior to the date of the religious holiday and must have been scheduled to work the days in question. Full-time employees regularly scheduled to work less than 35 hours per week and part-time employees shall receive a pro-rated number of days based on the number of hours regularly worked.

ARTICLE 25 - VACATIONS

- 25.01 Full-time employees who are regularly scheduled to work thirty-five (35) hours per week will be entitled to an annual vacation with pay based on the following schedule:
- i) for employees with less than three (3) years of service, three (3) weeks of paid vacation per year;
 - ii) for employees with three (3) to six (6) years of service, four (4) weeks of paid vacation per year;
 - iii) for employees with seven (7) to twelve (12) years of service, five (5) weeks of paid vacation per year;
 - iv) for employees with thirteen (13) years of service and more, six (6) weeks of paid vacation per year.
 - v) In recognition of long service, employees shall receive one (1) extra week of paid vacation in every fifth (5th) year, beginning in their fifteenth (15th) year.

Vacation time and pay will accrue on a weekly basis at the relevant rate from the employee's anniversary date. Vacation time and pay will be pro-rated for full-time employees who are regularly scheduled to work less than 35 hours per week and for part-time employees.

- 25.02 Vacation Requests shall be considered on a first come first served basis. In the event of a request overlap, consideration will be made on a seniority basis. Vacation requests shall not be unreasonably denied.
- 25.03 If there is a dispute over a respective vacation date between employees, vacations will be granted in accordance with seniority, as long as the employees in question have submitted their requests in accordance with this Agreement. Vacation requests shall not be unreasonably denied.

- 25.04 Vacation shall not be cumulative from year to year, except that employees shall have the right to carry over up to four (4) weeks of vacation to the following year, provided that it is taken by June 30th of the following year. Employees may use banked compensatory time and/or floating holidays in conjunction with vacation credits.
- 25.05 An employee whose employment terminates at any time in the vacation year prior to using their earned vacation will be entitled to a proportionate payment of their vacation entitlement that was earned prior to the date of termination. An employee who has terminated employment and has taken vacation that the employee has not accrued shall have such vacation pay deducted from their last pay cheque.
- 25.06 Where an employee becomes seriously ill or is hospitalized and the period of illness or hospitalization continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled upon the return of the employee from the sick leave. In addition, where an employee becomes seriously ill or is hospitalized during their vacation, they may elect to use their accrued sick leave credits for the period of illness or hospitalization in place of vacation time. Employees shall provide satisfactory proof from a licensed physician confirming such serious illness or hospitalization for the period in question, if it exceeds five (5) days.
- 25.07 Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.05. The portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits.
- 25.08 In the circumstance where an employee has more than four (4) weeks' vacation unscheduled as of September 1st, every attempt shall be made by the employer and

the employee to schedule the vacation (in excess of two (2) weeks). In the event that there is no agreement, the employer shall have the right to schedule the vacation that is in excess of two (2) weeks.

ARTICLE 26 - SICK LEAVE

- 26.01 Sick leave means the period of time an employee is absent from work with pay by virtue of being ill or disabled or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. Sick leave shall also be granted for illness, disability, or because of an accident or illness of a person in the employee's immediate family. For the purposes of this article, immediate family means the employee's children, spouse, partner or parent.

- 26.02 Full-time employees regularly scheduled to work thirty-five (35) hours per week will accumulate sick leave credits at the rate of 1.5 working days per month of employment to a maximum cap of eighty-five (85) working days. Full-time employees who are regularly scheduled to work less than 35 hours per week and part-time employees will accumulate sick leave credits on a pro rata basis. The maximum cap shall be calculated on a pro-rata basis for these employees.
- 26.03 Employees may carry forward their unused sick leave credits from year to year provided the maximum cap is not exceeded.
- 26.04 Employees are not entitled to any pay-out for unused sick leave credits upon termination of employment for any reason.
- 26.05 The Employer may request that an employee provide a medical certificate confirming that their absence is due to illness, where the employee is absent for more than five (5) days. The Employer may require a medical certificate, confirming the employee's ability to return to work and outlining any restrictions, after an absence of more than five consecutive working days due to illness or injury. The Employer agrees that employee health information is strictly confidential, will be filed separately and that access thereto shall be given only to those persons directly involved in administering that information.
- 26.06 Time taken by employees for medical and dental appointments for themselves or their children will be deducted from sick leave credits.
- 26.07 Employees shall be eligible for up to a maximum of ten (10) days paid supplemental sick leave allowance during a period of continuous serious illness or hospitalization, in the event of exhaustion of their sick leave credits, any approved emergency leave, and all other leave entitlements.

ARTICLE 27 - WORKPLACE SAFETY AND INSURANCE

- 27.01 All employees shall be covered by the Workplace Safety and Insurance Act, 1997, and the parties agree to comply with their obligations therein.
- 27.02 An employee receiving payment for a compensable injury or illness under the Workplace Safety and Insurance Act, 1997 shall accumulate seniority.
- 27.03 When an employee is absent from work by reason of an illness or injury occasioned by or as a result of their duty and where the employee is in receipt of Workplace Safety and Insurance Board benefits (currently 85%), the Employer agrees, upon request by the employee, to make up 100% of the employee's regular salary in the following order:

- a) Employees will use their remaining float days to complement the WSIB payment
- b) Employees will use their remaining sick day's credits to complement the WSIB payment.
- c) Employees will use their vacation entitlements to complement the WSIB payment

27.04 It is understood that an employee on Workplace Safety and Insurance Board benefits continues to receive all applicable benefits she would have had, has she not been absent. No loss of seniority will occur to an employee who is receiving Workplace Safety and Insurance Board benefits.

ARTICLE 28 - JOB CLASSIFICATIONS

28.01 The Employer agrees to prepare job descriptions for all bargaining unit positions and provide a copy to the Union within thirty (30) calendar days of ratification of this Agreement. When a new classification is created, or the job content of an existing classification is substantially changed (including elimination), the Union shall be provided with a copy of the job description at least thirty (30) calendar days in advance of the Employer implementing such new or changed classification. It is understood that the accumulated effect of minor changes in job content may result in substantial change thereby invoking this clause.

The employer will meet and consult with the Union and impacted employees before any changes take effect.

28.02 When a new classification is created, or the job content of an existing classification is substantially changed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, the Employer may unilaterally implement a wage rate and the Union may file a grievance concerning the wage rate pursuant to the grievance provisions of the Agreement. In any arbitration concerning a wage rate for a new classification the arbitrator's decision shall be based solely on the existing wage rates in the Agreement and the duties and responsibilities performed by employees in the bargaining unit. The new rate shall become retroactive to the time the new position was first filled by the employee. It is understood that the accumulated effect of minor changes in job content may result in substantial change thereby invoking this clause.

28.03 Existing classification shall not be eliminated or changed without prior consultation with the union.

ARTICLE 29 - HEALTH AND SAFETY

- 29.01 It is the responsibility of the Employer to provide a safe and healthy working environment for all its employees. The Employer and the Union will mutually co-operate to maintain a safe workplace and comply with the Occupational Health & Safety Act.
- 29.02 A Health and Safety Committee shall be established which is composed of three (3) union and three (3) employer representatives. The parties can also identify two (2) alternate members who may replace the regular members when they are unable to attend meetings and duties. The Health and Safety Committee shall hold meetings every month. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.
- 29.03 Union representatives on the Committee shall be entitled to one hour paid preparation time prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 29.04 There shall be one Union representative who will be a certified worker as defined under the Occupational Health and Safety Act, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the Occupational Health and Safety Act and/or the Collective Agreement, they shall be paid at the applicable rate.
- 29.05 The Employer commits to giving priority during the term of this Agreement to the development of policies and procedures with respect to violence in the workplace. Such policies and procedures will be developed in consultation with the Health and Safety Committee prior to implementation. The Employer shall provide such training as it considers necessary with no loss of pay or benefits to employees.

ARTICLE 30 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

- 30.01 The Employer shall provide the Union with as much notice as possible of any merger, amalgamation or partnership that leads to organizational change. Such notice will include information regarding the nature of the change, the dates of which the Employer proposes to effect such change, and the impact of such change on employees.
- 30.02 The Employer shall provide the Union with as much notice as possible of any technological change. In the event that technological change requires special

training, the Employer shall provide such training as it considers necessary with no loss of pay or benefits to the employee(s) affected.

ARTICLE 31 - MODIFIED WORK

31.01 Within thirty (30) days of ratification of this Agreement, a Modified Work Committee shall be established, consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the employer.

The Committee will review cases where an employee returning to work from injury or illness requires permanent or substantial temporary modification of their former duties.

The Committee will review the restrictions placed on the employee and recommend whether their existing job can be modified to meet the employee's needs. If this is not possible, the Committee will recommend if a suitable vacant position exists elsewhere. The Committee will also review the progress of employees on modified work as required.

ARTICLE 32 – GENERAL

32.01 Employees must advise the Employer in writing of their address and telephone number. It shall be the duty of employees to notify the Employer in writing promptly of any change in their address and/or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such employee.

The Employer shall forward any and all addresses including personal e-mail address, if in their possession, and phone numbers to the President of the Union.

ARTICLE 33 - COPIES OF AGREEMENT

33.01 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to share the costs to print sufficient copies of the Agreement, in a union shop, within eight (8) weeks of signing of this Agreement.

ARTICLE 34 - PRESENT CONDITIONS AND BENEFITS

34.01 The parties agree that compensatory time, vacation credits and sick leave credits which were accrued prior to the date of ratification will be retained and applied in accordance with the Collective Agreement following ratification.

ARTICLE 35 – DURATION

35.01 This agreement shall be in effect April 1, 2024 and shall remain in effect up to and including March 31, 2028 and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing within ninety (90) days prior to the date of expiry that it desires amendments.

SIGNED AT TORONTO, ONTARIO THIS 20th DAY of February 2026.

For the Union:

Farid Partovi Chaharlangi
Farid Partovi Chaharlangi (Feb 20, 2026 15:54:32 EST)

AN

Abdul Nur (Feb 20, 2026 15:41:55 EST)

CBD

CBD (Feb 25, 2026 12:17:12 EST)

Janet McIvor

For the Employer:

Michelle Dagnino
Michelle Dagnino (Feb 22, 2026 14:00:46 EST)

M. Whelan

J. Calderin

SCHEDULE “A”

SCHEDULE “A”	01-Apr-24	01-Apr-25	Adjustment Date of Ratification	01-Apr-26	01-Apr-27
Position					
GROUP A	2.50%	2.50%		2.50%	2.25%
Program Worker	\$33.24	\$34.07		\$34.92	\$35.71
Program Relief	\$33.24	\$34.07		\$34.92	\$35.71
Program Assistant	\$26.61	\$27.28		\$27.96	\$28.59
Early Years Relief	\$33.24	\$34.07		\$34.92	\$35.71
Early Years Assistant	\$26.61	\$27.28		\$27.96	\$28.59
Coordinator	\$34.36	\$35.22		\$36.10	\$36.91
GROUP B					
Office Assistant/ Intake Referral Worker	\$31.30	\$32.08		\$32.88	\$33.62
Office Relief Worker	\$31.30	\$32.08		\$32.88	\$33.62
Office Assistant	\$26.61	\$27.28		\$27.96	\$28.59
GROUP C					
Childcare Worker	\$24.75	\$25.37		\$26.00	\$26.59
Maintenance Worker	\$20.05	\$20.55	\$22.00	\$22.55	\$23.06
Maintenance Relief	\$20.05	\$20.55	\$22.00	\$22.55	\$23.06
GROUP D					
Peer Youth Worker	\$21.01	\$21.54	\$22.00	\$22.55	\$23.06
Peer Youth Relief	\$21.01	\$21.54	\$22.00	\$22.55	\$23.06

Note: Wages rates at April 1, 2024 are inclusive of pay equity. Subsequent rates will be subject to pay equity increases.

APPENDIX I - CONTRACT EMPLOYEES

Employees in the bargaining unit who accept a transfer into a contract position shall continue to be covered by all terms of the collective agreement.

New employees hired into a contract position shall be covered by all of the provisions of the collective agreement except those Articles specifically identified or amended as outlined below:

1. Article 14 – Loss of Seniority

Contract employee entitlement – The employment of a contract employee will terminate at the conclusion of the contract and the employee shall have no entitlement to notice of termination or termination pay in lieu of notice or severance pay. Notwithstanding Article 11.01, the Employer can terminate the employment of a contract employee before the end of the contract for reasons other than just cause. If the Employer terminates the employment of the contract employee before the end of the contract, then, unless there is just cause, the contract employee shall be entitled to notice of termination or termination pay in accordance with the Employment Standards Act, 2000. The Employer may terminate the employment of a contract employee at any time without notice for just cause. Unless the termination is for just cause or alleged to be discriminatory such employee shall have no recourse to the grievance and arbitration provisions of this Agreement and an Arbitrator shall have no jurisdiction to entertain a grievance concerning the discharge.

Notwithstanding the Employer's ability to terminate a Contract Employee for other than "just cause", a Contract Employee unless terminated for just cause, shall keep all service and seniority with the Employer for a period of eighteen (18) months and is subject to recall as per Article 17.

2. Article 16 – Probation

Contract employee entitlement – Contract employees shall be considered on probation until they have completed six (6) months of continuous active employment. While on probation, a contract employee may be terminated where, in the sole opinion of the Employer, they are considered unsuitable, or their performance is considered unsatisfactory and such termination shall be deemed to be for just cause. Such employee shall have no recourse to the grievance and arbitration provisions of this Agreement and an Arbitrator shall have no jurisdiction to entertain a grievance concerning the discharge unless such discharge was alleged to be discriminatory.

3. Article 17 – Layoff and Recall

Only Article 17.08 will apply.

4. Article 20 – Leaves of Absence

Contract employee entitlement – Contract employees shall be eligible for Emergency Leave and Family Medical Leave in accordance with the provisions of the Ontario Employment Standards Act, 2000. Contract employees shall be entitled to Pregnancy and Parental Leave under Article 20.05(a) and (b), and Bereavement Leave under Article 20.06. Contract employees shall also be entitled to the following leave: 20.10 regarding inclement weather.

5. Article 21.01

Contract employee entitlement – The Employer shall pay contract employees bi-weekly and shall provide with each pay an itemized statement of their wages and deductions.

6. Article 21.05(a)

7. Article 23 – Benefits

Contract Employees will be eligible for benefits under Article 23.01 provided the contract under which they are employed includes the cost for such coverage or through additional funding where possible.

8. Article 24.07

Contract employee entitlement – Contract employees will only be eligible for a payment during the period of the closure if they have been employed by the Employer for at least three (3) calendar months before the start of the closure.

9. Article 26.02 and 26.04 – Sick Leave

Contract employee entitlement – Contract employees will accumulate sick leave credits at the rate of 1.5 working days per month of employment. A contract employee who subsequently becomes a full-time or part-time employee without a break in service shall be entitled to carry forward any unused sick leave credits.

LETTER OF UNDERSTANDING #1

Re: Partnerships

The Parties recognize that the Jane/Finch Community and Family Centre participates in partnerships with other organizations.

In some partnerships, positions may be created for which the Centre has staffing responsibilities, or the positions are paid through the Centre, but the Centre does not have complete control over the terms and conditions of employment of the individuals filling those positions.

In those circumstances, it is recognized and agreed that if the employees filling those positions created by the partnerships are employees of the Centre they will be subject to the Collective Agreement. However, the Centre and the Union agree that in some circumstances it may be necessary to meet to discuss the applicability of certain provisions, such as Article 21 – Payment of Wages and Allowances, Article 17–Layoff and Recall, and Article 23-Benefits.

The parties also agree to meet in advance to discuss any provisions of the collective agreement that could prevent the Centre from participating in partnerships.

SIGNED AT TORONTO, ONTARIO THIS 20th DAY of February_2026.

For the Union:

Farid Partovi Chaharlangi

Farid Partovi Chaharlangi (Feb 20, 2026 15:54:32 EST)

AN

Abdul Nur (Feb 20, 2026 15:41:55 EST)

CBD

CBD (Feb 25, 2026 12:17:12 EST)

Janet McIvor

For the Employer:

Michelle Dagnino

Michelle Dagnino (Feb 22, 2026 14:00:46 EST)

M. M. M. M.

J. M. M. M.

LETTER OF UNDERSTANDING #2

Re: Maintenance Workers

It is agreed that maintenance work not presently contracted out will be offered to current maintenance employees (on the basis of seniority). Before renewing any existing contracts, and where practical, the Employer will offer the work/hours to current maintenance employees (on the basis of seniority). The Employer agrees to meet with the Union prior to renewing any contracts. Any new maintenance work/hours will be offered to current employees (on the basis of seniority).

SIGNED AT TORONTO, ONTARIO THIS 20th DAY of February_2026.

For the Union:

Farid Partovi Chaharlangi

Farid Partovi Chaharlangi (Feb 20, 2026 15:54:32 EST)

AN

Abdul Nur (Feb 20, 2026 15:41:55 EST)

CBD

CBD (Feb 25, 2026 12:17:12 EST)

Janet McIvor

For the Employer:

Michelle Dagnino

Michelle Dagnino (Feb 22, 2026 14:00:46 EST)

M. Wheeler

J. Calderin

LETTER OF UNDERSTANDING #3

Re: The Health of Our Organization

JFC and CUPE 4772, representing unionized employees of JFC, hereby assert that this Letter of Understanding is based on an anti-oppressive framework. We affirm our commitment to strive for social and economic justice for the benefit of the entire community including residents, volunteers and the employees of JFC. In addition to the following principles and the collective agreement, JFC commits to consultation with its employees and CUPE Local 4772, as the representative of unionized employees, on issues affecting the workforce and the overall direction of JFC and its service delivery as well as policy changes and political direction.

We will strive to cultivate an inclusive, accessible and non-judgmental atmosphere at JFC. We will continue to provide a safe, healthy, ecologically sustainable working environment where everyone is valued and respected.

This will involve:

- Surveying staff and identifying strategies to strengthen our work environment.
- Using anti-harassment and anti-discrimination policies and accessibility legislation to support our principles.
- Continuing to implement policies and procedures to maximize our positive environmental impact.
- Ensuring access to education on topics including social justice and social and systemic advocacy.
- Pursuing core and project funding to support existing and new programs and services.

SIGNED AT TORONTO, ONTARIO THIS 20th DAY of February 2026.

For the Union:

For the Employer:

Farid Partovi Chaharlangi

Farid Partovi Chaharlangi (Feb 20, 2026 15:54:32 EST)

AN

Abdul Nur (Feb 20, 2026 15:41:55 EST)

CBD

CBD (Feb 25, 2026 12:17:12 EST)

Janet McIvor

Michelle Dagnino

Michelle Dagnino (Feb 22, 2026 14:00:46 EST)

W. Involeng

J. Calderin

LETTER OF UNDERSTANDING #4

Re "RELIEF POSITIONS"

Where an employee(s) has been laid off, it is understood and agreed that the laid off employee(s) shall have access to "relief hours", where the laid off employee(s) is able to meet the normal requirements of the job, and seniority allows. The definition of "relief hours" will be agreed at the Labour Management Committee within six (6) months following the ratification of the collective agreement.

It is also agreed that turning down an offer of "relief hours" shall not constitute a refusal of work for the purpose of Article 14.01 (e).

It is also agreed that accepting an offer of "relief hours" shall not extend or otherwise affect the period of layoff for the purpose of Article 14.01 (c).

SIGNED AT TORONTO, ONTARIO THIS 20th DAY of February_2026.

For the Union:

Farid Partovi Chaharlangi
Farid Partovi Chaharlangi (Feb 20, 2026 15:54:32 EST)

AN

Abdul Nur (Feb 20, 2026 15:41:55 EST)

CBD

CBD (Feb 25, 2026 12:17:12 EST)

Janet McIvor

For the Employer:

Michelle Dagnino
Michelle Dagnino (Feb 22, 2026 14:00:46 EST)

M. Wheeler

J. Calderin
