

Collective Agreement Between



And

CUPE 7797

January 1, 2019 to December 31, 2021

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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 establish an orderly and harmonious collective bargaining relationship;
- c) To improve relations between the Employer and the Union;
- d) To provide settled and just conditions of employment;
- e) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- f) To promote the morale, well-being, and security of all Employees while providing quality service to clients.

ARTICLE 2 - SCOPE

2.01 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 2.1 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; and
- 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)** pay interest to the Union at the rate of one percent (1%) per month, or fraction of a month, for any delay in remitting the sums listed in this Article.
- e)** 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 voicemail 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) Management will advise the Union, in writing, of all new hires in the agency within ten (10) working days of the employee's hire and will provide a union steward with the opportunity 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) When the Agency schedules group orientation meetings for two (2) or more employees, management will inform the Union with as much notice as possible of the date of the group orientation session and will arrange a mutually convenient timeslot in the agenda on that date for the Union to meet with the employees for a period of 1 hour.

Where the Agency provides a group orientation meeting for four (4) or more new employees, up to two (2) Union stewards will be provided an opportunity to meet with the group for a period of one (1) hour in lieu of individual meetings as described in (a) above.

- c) 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.

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. The Employer is not required to recognize any Steward until the notification has been sent.

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 ten (10) days of each occurrence.

ARTICLE 3 - UNION SECURITY

3.01 Bargaining Unit Work

Persons whose jobs (paid or unpaid) 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 his/her job or suffers a reduction in hours of work or pay while such volunteers are used.

3.02 Contracting Out

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

3.03 Full-Time and/or Permanent Employment

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

- a)** the Employer will not lay off Full-Time Employees by reason of their duties being assigned to one (1) or more non-Full-Time part-time Employees; and

- b)** the Employer will not utilize the Relief Pool or non-Full-Time Part time Employees to reduce or prevent full-time employment; and
- c)** the Employer will not utilize the Relief Pool or non-permanent Temporary or contract Employees to avoid filling a permanent position; and
- d)** 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 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 Friday, excluding paid holidays as per Article 17.

d) Spouse

The word “spouse” means a person living in a conjugal relationship with another person, whether married or not, and whether same-sex or not. A “conjugal relationship” exists where the couple manifests all or most of the following conditions: they live together, they make financial and other important decisions together, they share the responsibilities of the home, they care for one another’s welfare, and they are known socially as a couple.

e) Employment Status

A Part Time Employee is any Employee who works less than twenty-four (24) hours per week.

A Full Time Employee is any Employee who works at least twenty-four (24) 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 STRIKES NO LOCKOUT

5.01 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.

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 race, creed, colour, age, sex, gender identity, gender expression, marital status, parental status, nationality, ancestry, place of origin, ethnic origin, native language, disability or disabilities, Acquired Immune Deficiency Syndrome (AIDS), or AIDS-related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV), record of offences (except where such a record is reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, political affiliation or activity, family relationship, place of residence, nor by reason of her 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.

5.02 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.

5.03 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 may be offered available work and where possible such work will be reasonably comparable or related to the work the Employee regularly performs.

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 Representatives 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 President and CEO (or designate), with a copy to the Local's President and Recording Secretary.

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.

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.

ARTICLE 7 - EMPLOYER RIGHTS

7.01 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 she/he has 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, programmes, 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 programmes.

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 a 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 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 Employee’s Supervisor within ten (10) 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 five (5) days of the grievance being filed, within (5) 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 President and CEO (or designate) within five (5) days of the written response from the Employee's Supervisor (or designate). The President and CEO (or designate) will meet with a Union Representative within five (5) 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. The Human Resource V.P. (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 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 President and CEO within ten (10) 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 President and CEO within ten (10) 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 President and CEO within ten (10) 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.

8.13 Arbitration Procedure

When either Party wishes to refer a grievance to arbitration, it will inform the other Party within thirty (30) 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.

Where the Parties do not agree to the use of a Sole Arbitrator, the initiating Party will include the name of their nominee to a Board of Arbitration. Within ten (10) days of receiving the referral, the recipient will advise the initiating party of its nominee to the Board of Arbitration. The two nominees will select a third party to act as an impartial chairperson of the Board of Arbitration. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance. The decision of the Board of Arbitration, or a majority thereof constituted in the above manner, will be final and binding on both Parties. Where there is no majority decision, the decision of the Chairperson will be the decision of the Board of Arbitration. The Board of Arbitration has no power to alter or change any of the provisions of this Agreement. Each Party will bear the fees and expenses of the nominee appointed by it and one-half (1/2) the fees and expenses of the Chairperson or sole Arbitrator.

8.14 Mediation

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 above. Each Party will bear one-half (1/2) the fees and expenses of the mediator.

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 innocence is basic to the procedures outlined in this Article and in Articles 10.1 and 10.2.

9.02 Disciplinary Meetings

Employees are entitled to Union representation at a meeting with Management when the meeting is in regard to problems or concerns about an Employee's work or work performance, or any other matter that might reasonably be expected to lead to discipline. 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 five (5) business 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 suspended pending investigation, the Union President, Vice President and Chief Steward will be informed of such action and the Employee will be suspended 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.

ARTICLE 10 - EMPLOYEE FILES

10.01 Discipline

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 Personnel File

Employees have the right to have access to and review their personnel file upon making a request to Human Resources. If the request cannot be met immediately, an appointment to review the file in the presence of the Employer will be made within one (1) working day of the request.

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 two (2) years. This does not include probationary evaluations, trial periods, 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 and disagree; or
- to decline to sign.

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.

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 is the length of continuous service in the bargaining unit since the last date of hire. Seniority shall include seniority recognized by the Union and the Employer prior to amalgamation. All employees who work five hundred (500) hours or more in a calendar year will accrue one year of seniority per year of employment. Employees who work less than this will accrue seniority on a pro-

rated basis, where five hundred (500) hours equals one (1) year. No employee will accrue more than one year of seniority per year of employment.

11.02 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 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.

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 11.1. 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.

11.03 Loss of Seniority

Seniority will continue to accrue during 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 by registered mail to the Employee's last known address. For this Article, Employees will keep the Employer informed of their current address 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.

11.04 Transfers Outside the Bargaining Unit

The Employer will not transfer any Employee to a position outside the bargaining unit without the Employee's consent. Employees who transfer to a position outside the bargaining unit will not accumulate seniority while so employed. Such Employee will have the right to return to their bargaining unit position for up to six (6) months, except where the position outside the bargaining unit is a contract position in which case the Employee will have the right to return to their bargaining unit position at the end of the contract, with no loss of accrued seniority.

ARTICLE 12 - PROBATION

- 12.01** A newly hired Employee will be known as a Probationary Employee until they have completed ninety (90) calendar days and 300 hours of employment. Probationary Employees are entitled to all rights and benefits of this Agreement, except where specifically excluded.

The immediate supervisor will complete a Performance Appraisal prior to the end of the probationary period. Such appraisals will be conducted in accordance with Article 10.03 of this Agreement.

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:

- confirm that the Employee has successfully completed their probationary period; or

- extend probationary status by no more than two (2) months, provided that the reasons for the extension are provided in writing to the Employee and the Union; or
- terminate the Employee

12.02 The probationary period will be extended by any paid or unpaid absence 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, resignation, or retirement, or any bargaining unit position created by the Employer which is yet to be hired for the first time.

13.02 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.

13.03 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 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 a temporary position as described in article 13.04. 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.

13.04 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.

13.05 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 re-post the original posting with the necessary adjustments to reflect the newly available position.

13.06 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.

13.07 Unsuccessful Applicants

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

13.08 Transfers in Day Care

The Agency agrees that the goal of the Day Care is to maintain a responsive programme based on continuity of quality care of the children and minimal disruption for children.

In case of emergencies or where short-term replacements are required, the Employer may temporarily transfer an Employee between rooms or sites. Such transfer will not be done in an arbitrary or discriminatory manner and will not exceed sixty (60) days or the term of a leave if the leave is being covered.

Permanent transfers between rooms will only occur upon demonstrated need and only after consultation with the Employees to be transferred, the Union, and the Parent Advisory Committee (where one is in place), with seniority being a factor. Such transfers will not be done in an arbitrary or discriminatory manner. There will be no transfers of a permanent nature between sites unless mutually agreed to between the Employer, the Union and the Employee

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.

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 ten (10) 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 re-instatement 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.

14.02 Notice of Layoff

Any Employee being laid off will receive a notice of layoff in accordance with the Employer's obligations under the Ontario Employment Standards Act. Such notice will be copied to the Union. The Employer will endeavour in all circumstances of layoff to provide additional written notice where reasonably possible.

14.03 Layoff Process

An Employee in receipt of a layoff notice may:

- elect to bump an Employee with less seniority provided the Employee exercising such right has the qualifications and can perform the normal requirements of the job. An Employee so displaced is deemed to have been laid off and is entitled to notice in accordance with the layoff provisions of this Agreement. 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. The Employee will be provided with access to the seniority list and job descriptions for positions into which the Employee may desire to bump. If an Employee does not exercise her or his bumping rights within this time 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 to accept layoff and maintain recall rights, subject to the terms of this Agreement; or
- elect to receive severance pay per the Ontario Employment Standards Act.

14.04 Seniority while on Layoff

Employees will continue to accumulate seniority while on layoff.

14.05 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 ten (10) 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 be 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.

14.06 Access to Regular Vacancies while on Layoff

Employees will be offered recall in order of seniority to available regular vacancies 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.

14.07 Limitation on Layoff of 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.

14.08 Grievances

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

14.09 Benefits while on Layoff

For any Employer 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. After such period, provided the carrier permits, the Employee may elect to pay the premiums as long as they maintain layoff and recall rights.

14.10 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 time or expenses if the Union chooses to hold its session off-site.

Prior to a layoff of three (3) or less Employees, any Employees who have received notice of layoff will be provided with half (1/2) day 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.

ARTICLE 15 - HOURS OF WORK

15.01 Hours of Work and Schedules

a) Full-Time Employees

The workweek for Full-Time Employees will be thirty-five (35) hours and the workday will be seven (7) hours, 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 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 regularly 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, the Employer 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 the employers 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 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.

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.

15.04 Shift Exchanges

Employees within the same classification may exchange shifts with the prior approval of their immediate supervisor.

15.05 Home Support Workers and Personal 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 and Article 14, 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.

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, including the classification, location or program, and start date.

b) Orientation

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

c) Tax Clinics

Where a Tax Clinic is supported by reception work, each annual opportunity will be offered in rotation to the Employees currently doing reception work at the relevant location.

d) 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 per calendar year and all other overtime worked will be paid as per Article 16.01.

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

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 seventy cents (\$0.70) per hour as of January 1st, 2019, seventy-two cents (\$0.72) per hour as of January 1st, 2020, seventy-four cents (\$0.74) per hour as of January 1st, 2021.

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.

ARTICLE 17 - PUBLIC HOLIDAYS

17.01 Public Holidays

Employees are entitled to the following Public Holidays:

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

Full-time employees are entitled to two (2) float days per year, prorated to one day for any portion of the year under six (6) months. Float Days will be taken as mutually agreed between the Employee and their immediate supervisor. Float days are not accumulated from year to year.

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 one-half (1.5x) for all hours worked, including any portion of their shift that overlaps with the Public holiday. In addition, the Employee will receive pay at her regular straight time rate of pay or, if the Employee so elects, she will receive one (1) day of compensating time off.
- c)** When an Employee does not work on a Public holiday, she will receive one (1) day's pay at her 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 following Monday, and Tuesday where relevant, will be deemed to be the Public Holiday.

17.04 Overtime or Call Back on Public Holiday

Subject to the voluntary and scheduling provisions of Articles 16.1 and 16.3, where an Employee works authorized overtime or in excess of her 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

Permanent 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 ten (10) years of service, four (4) calendar weeks of paid vacation;
- iii. After ten (10) years of service, five (5) calendar weeks of paid vacation.
- iv. After twenty (20) years of service, six (6) calendar weeks of paid vacation.

Permanent and contract part – time salaried employees will accrue vacation on a pro-rata basis.

18.02 Non-Full-Time Employees

Employees who are not full time will be entitled to vacation pay and a period of vacation in accordance with the following schedule:

- i. For less than one (1) year of service, 4% and a period of two weeks.
- ii. After one (1) year but less than three (3) years, 4% vacation pay and a period of two (2) weeks vacation. An additional two (2) weeks without pay will be granted upon request.

- iii. After three (3) years of service or 3000 hours worked, 6% vacation pay and a period of three (3) weeks vacation. An additional one (1) week without pay will be granted upon request.
- iv. After ten (10) years of service, 8% vacation pay and a period of four (4) weeks of vacation. An additional one (1) week without pay will be granted upon request.
- v. After twenty (20) years of service, 10% vacation pay and a period of five (5) weeks vacation. 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 her 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, she will be allowed an additional vacation day, with or without pay as the case may be, at a time designated by the Employee.

18.05 Illness or Injury During Vacation

If an Employee becomes ill or injured while on scheduled vacation, she 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 she was 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 20.4. 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:

	Start Date	End Date	Employee Request Date	Employer Response Date
Summer Peak Period	June 1st	September 30th	March 31st	April 15th
Winter Peak Period	December 1st	January 1st	June 30th	July 15th

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 with their supervisor’s approval. Employees who have

accrued vacation time in excess of two (2) weeks at the time of signing this agreement will have 18 months to reduce that accrual. The Supervisor may schedule the vacation if the time is not reduced within 18 months.

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

18.10 Termination

If an Employee's employment is terminated prior to utilizing their paid vacation and/or prior to receiving their vacation pay, as the case may be, the Employer will pay to the Employee all vacation entitlement earned up to the date of termination.

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*.

19.02 Paid Sick Leave

Employees accrue paid sick leave at the rate of one and one-half (1 1/2) days for every full month an employee is employed.

Sick leave is not earned while an employee is off work on sick leave for periods longer than thirty (30) continuous calendar days.

The unused portion of an Employee's sick leave will accrue for her future benefit to a maximum of ninety (90) days. Each eligible Employee will receive an annual statement of sick leave credits. There will be no payout of sick leave credits.

a) Community Based Home and Personal Support Workers

Home Support Workers who have completed their probationary period accrue paid sick leave at the rate of one and one-half (1 1/2) hours for each twenty (20) hours worked to a maximum of ninety (90) hours, to be calculated

on a monthly basis. Accumulated sick leave credits not taken will be paid out to a maximum of fifty (50) hours annually to those on the payroll as of December 31st. Any accumulated sick leave credits remaining at the end of any given year after the payout will be carried forward to the following year, to a maximum of ten (10) hours.

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 Medical Certificates

The Employer may require an Employee to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, or in the event of recurring or lengthy illness, or for other reasonable cause, certifying that she was unable to carry out her duties due to illness. Where so required by the Employer, the Employer will reimburse the Employee for the full cost of the certificate. Where possible, the certificate will stipulate the anticipated date of return to work.

19.05 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.

If an Employee wishes to submit medical information to Employer personnel other than their immediate supervisor, the Employee may submit the information to the VP of Human Resources or the President and CEO, who will keep the information in confidence.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 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 ninety (90) 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 eight (8) 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.

20.02 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 one (1) year.

The Employee must advise the President and CEO 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 President and CEO 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.

20.03 Leave for Public Office

- a) Employees have the right to participate in public affairs. Therefore, upon written request to the President and CEO at least four (4) weeks in advance of the leave, the Employer will allow leave of absence without loss of seniority for the campaign period only for a maximum of two (2) months so that the Employee may be a candidate in federal, provincial, or municipal elections.
- b) An Employee who is elected to public office is entitled to a leave of absence without loss of accrued seniority during one term of office.

An Employee may elect to continue benefit coverage during the leave by paying the total premium costs. An Employee who has not continued benefits during the period of the leave must resume her coverage on returning from leave.

20.04 Bereavement Leave

a) Immediate Family

Employees are entitled to a maximum of five (5) days' leave, without loss of pay, benefits, or seniority, in the case of the death of the Employee's spouse, parent, brother, sister, child, or stepchild.

b) Extended Family

Employees are entitled to a maximum of three (3) days' leave, without loss of pay, benefits, or seniority, in the case of the death of the Employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild.

c) Universal Family

Employees are entitled to a maximum of one (1) day's leave, without loss of pay, benefits, or seniority, in the case of the death of the Employee's aunt, uncle, cousin, great grandparent, former guardian, ward, fiancée, or any other relative or close friend who have been residing in the same household, or any other relative for whom an Employee is required to administer bereavement responsibilities. A relative includes a person related by marriage, adoption, or common-law.

d) Out-of-province Travel or Exceptional Circumstances

Employees may be granted up to an additional three (3) days' leave upon request, without loss of pay, benefits, or seniority, where out-of- province travel is required or in exceptional circumstances. In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional unpaid bereavement leave.

e) Pallbearer's or Mourner's Leave

Employees are entitled to one-half (1/2) days' leave, without loss of pay, benefits, or seniority, to attend as a pallbearer or mourner.

f) 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.

20.05 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.

20.06 Jury Duty or Witness Leave

The Employer will grant leave of absence without loss of pay, benefits, or seniority to an Employee who serves as a witness in any court proceeding or coroner's inquest, 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 allowances and living expenses, that she receives as a juror or witness.

20.07 Education Leave

Time Off

Permanent 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 her former position.

20.08 Unpaid General Leave of Absence

- a) An Employee may apply for an unpaid leave of absence in writing to the President and CEO at least four (4) weeks 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 President and CEO (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 and service credit 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, she may return to her previous position. If the position no longer exists, the Employee will have rights in accordance with Article 14.
- 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 her 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,

20.09 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.

20.10 Employer Responses

The Employer will respond to each leave of absence request in writing and within five (5) days of receiving the request.

ARTICLE 21 - WSIB

21.01 WSIB Coverage

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

21.02 Entitlements While on Leave

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

21.03 Pay while Waiting for WSIB Decisions

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.

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 her duties; or
- an Employee returning to work from injury or illness requires permanent or temporary modification of her 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 Part-time employees working at least 1100

hours in the previous calendar year, with Benefits as per the 'CNH plan' at time of ratification. On or about July 1st of each year, Part-time employees 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.

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 master plan texts and amendments.

ARTICLE 24 - HEALTH AND 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.

In addition, the Parties will appoint 4 members each to the JHSC review board. The review board will meet on a quarterly basis. Alternates may attend in place of the designated members.

Union Representatives on the JHSC review board are entitled to one (1) hour paid preparation time prior to each meeting. 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 \$300.00, 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.

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) Caseworkers
 - 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 her/his

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 Pay Statement

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

25.03 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 of receiving the payment error information from the Employee.

25.04 Pay Equity

a) Employer Obligations

The Employer will continue to meet its obligations in accordance with the Pay Equity Act and the Plan in force.

b) Retroactive Payments

Employees will be informed, when they receive their retroactive payments, of the mathematical calculation and data used in determining their individual entitlement, with a copy to the Union. If it is alleged that either the data or calculations are in error, an Employee can have the allegation dealt with in accordance with the Grievance and Arbitration Procedure of this Agreement. The Employer will make every reasonable effort to contact past Employees in order to provide them with the retroactive payment.

c) Equal Pay for Work of Equal Value

Employees will receive equal pay for work of equal value, regardless of sex.

25.05 Alternate Duties

When the Employer, in accordance with this Agreement, assigns an Employee to temporarily relieve in or perform the principal duties of a higher paying position either inside or outside the bargaining unit, the Employer will pay her the rate for the job when her coverage is planned and scheduled in advance for more than one (1) shift within a thirty (30) day period. She will receive the rate for the job commencing on the second shift. Such Employees qualify for any pay increments based on length of service in the temporary assignment.

When the Employer, in accordance with this Agreement, assigns an Employee to temporarily relieve in a position paying a lower rate, her rate will not be reduced. No Employee will be transferred to a position outside the bargaining unit without her consent

25.06 Travel

a) 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.

b) Use of Personal Vehicle

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

- i.** Upon presenting confirmation of payment by the Employee, the Employer will reimburse parking expenses incurred through approved work-related activities.
- ii.** The Employer will pay the cost of additional insurance required by virtue of the employee using their personal vehicle for work.

iii. At the same time that other income tax forms such as T4s are provided, the Employer will also provide a completed T2200 form.

iv. The Employer will pay fifty cents per work-related kilometre (\$0.50/km). All travel will be calculated from the first day to the last day of each calendar month.

c) Public Transit

i. TNG will pay the initial cost of the PRESTO card at \$6.00 for all Community-based PSW's (at no tax implications to staff).

ii. The Employer will provide reimbursement of fares required for travel up to the cost of a monthly Presto card.

iii. For any Employee required to use the Toronto Island Ferry Service, the Employer will provide the necessary tickets(s) / pass(es).

d) Travel Time

Home Support Workers shall receive one half (1/2) hour for travel time between assignments up to a maximum of one (1) hour per day paid at the appropriate hourly rate. Funds required for travel between clients will be provided by the Agency.

e) 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.

25.07 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 her employment duties subject to the Employee making every reasonable effort to co-operate with the Employer in respect of the action or proceeding.

ARTICLE 26 - EXISTING CLASSIFICATIONS

26.01 Existing Classifications

Existing classifications will not be eliminated or changed without prior written agreement with the Union.

26.02 Qualified for Current Classification

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.

The Employer may require Employees to upgrade their educational qualifications to meet guidelines established by the Funder, legislation or quality guidelines. In such circumstances, the Employer will bear all related costs, including paid time off where necessary, in order to facilitate the Employee's qualification upgrade

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 that may impact on Employees or bargaining unit work;
- 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 ten (10) 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.

27.02 Training

Where as a result of technological and/or organizational change or in the event of regionalization, merger, or full or partial amalgamation of the Employer, new or greater skills are required than are already possessed by affected Employees, the Employer will provide such Employees with applicable training with no loss of pay or benefits to the Employee where it can reasonably be expected that the Employee affected will be able to upgrade their knowledge and/or skills in a reasonable period of time.

27.03 Mergers, Amalgamations, and Transfers of Service

In the event the Employer merges or amalgamates, fully or partially, with any other body or transfers any services to another service provider, the Employer will do its best to negotiate the following:

- Employees will be credited with all accrued seniority rights with the new Employer;
- all service credits relating to vacation with pay/vacation pay, paid sick leave, and other benefits will be recognized by the new Employer;
- all work and services presently performed by members of the Canadian Union of Public Employees (CUPE) will continue to be performed by CUPE members with the new Employer;
- no Employee will suffer loss of employment as a result of the merger, amalgamation, or transfer of service.

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 Employees who have one (1) year of service may apply for up to three hundred dollars (\$300) 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

28.02 In-Service Courses

In-service Courses are a standing agenda item at Labour Management Committee meetings. All Employees will have equal opportunity to attend in-service courses relevant to their work. Attendance at in-service courses is time worked and will be paid at the Employee's applicable rate.

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 ratification.

ARTICLE 31 - TERM

31.01 Term

The term of the Agreement shall be from January 1st, 2019 until December 31st, 2021, 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 the 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 Employees shall participate in the pension plan previously known as the "Neighbourhood Link Pension Plan" 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.

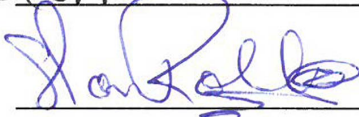
Signed on this 23rd day of January, 2020 in Toronto

For the Union

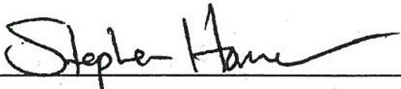


Robin Miller

Carmie Adair

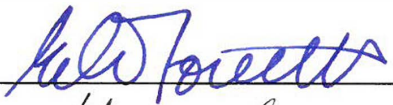


C. Keegan



Stephen Ham

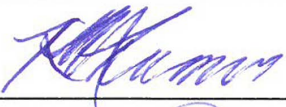
For the Employer



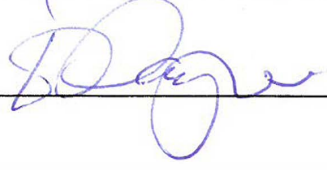
A. Forester

A. Elb

A. Madwell



A. Kumar



D. Dagen

SCHEDULE "A" – SALARY SCALES AND CLASSIFICATIONS

TNG SALARY GRID EFFECTIVE JAN 1, 2019				
POSITION/JOB CLASSIFICATION	LEVEL	Start Rate	Job Rate	FT Annual
C & Y Program Worker Assistant/Relief	1B	14.14	14.28	25,990
Child Care Worker Relief/Women's Program	1B	14.14	14.28	25,990
Assistant Cook/Relief	1	16.24	16.32	29,705
ECA Relief	1	16.24	16.32	29,705
Summer Camp Senior Counselor	1	16.24	16.32	29,705
Clerk	2	18.08	18.92	34,437
HSW (Start, Step 1, Step 2)	2	18.08	18.92	34,437
Maintenance Worker Relief	2	18.08	18.92	34,437
Maintenance Worker Weekend	2	18.08	18.92	34,437
Meals on Wheels Assistant	2	18.08	18.92	34,437
Reception Relief	2	18.08	18.92	34,437
Receptionist	2	18.08	18.92	34,437
Superintendent	2	18.08	18.92	34,437
ADP Assistant	3	18.65	21.13	38,464
Assistant Youth Resource Outreach Worker	3	18.65	21.13	38,464
C & Y Program Worker	3	18.65	21.13	38,464
Custodian - Housing	3	18.65	21.13	38,464
Driver	3	18.65	21.13	38,464
General Assistant	3	18.65	21.13	38,464

Office Custodian	3	18.65	21.13	38,464
Activationist	4	21.14	22.20	40,404
Administrative Assistant - (Housing, Employment)	4	21.14	22.20	40,404
C & Y Program Coordinator Weekend	4	21.14	22.20	40,404
Cook	4	21.14	22.20	40,404
Maintenance Worker - Housing	4	21.14	22.20	40,404
Office Coordinator, MOW	4	21.14	22.20	40,404
Women's Program Worker	4	21.14	22.20	40,404
ADP Team Leader	5	21.87	23.37	42,537
ECA	5	21.87	23.37	42,537
ECE Relief	5	21.87	23.37	42,537
EPC & Program Facilitator	5	21.87	23.37	42,537
Maintenance Operations Lead Hand	5	21.87	23.37	42,537
Newcomer Program Worker (Outreach Assistant)	5	21.87	23.37	42,537
Supportive Housing Team Leader	5	21.87	23.37	42,537
Team Assistant	5	21.87	23.37	42,537
Transportation Scheduler	5	21.87	23.37	42,537
Youth Outreach Worker /Youth Resource Worker	5	21.87	23.37	42,537
Youth Resource Outreach Worker	5	21.87	23.37	42,537
C & Y Program Coordinator/Tutoring	6	23.23	26.94	49,036
Community Worker	6	23.23	26.94	49,036
Computer Info Specialist	6	23.23	26.94	49,036
Employment Counsellor/Facilitator	6	23.23	26.94	49,036

Employment Counsellor/Facilitator (R&I)	6	23.23	26.94	49,036
Housing Action Worker	6	23.23	26.94	49,036
Job Developer/Outreach Worker/Youth	6	23.23	26.94	49,036
Moving Forward Pre-Employment Counsellor/Facilitator	6	23.23	26.94	49,036
Newcomer Services Facilitator	6	23.23	26.94	49,036
PAID Project - ID Worker	6	23.23	26.94	49,036
Seniors Programs Team Lead	6	23.23	26.94	49,036
Street Survivors Caseworker	6	23.23	26.94	49,036
Volunteer Convenor (3036)	6	23.23	26.94	49,036
Women's Program Coordinator	6	23.23	26.94	49,036
Youth Employment Counsellor/Facilitator	6	23.23	26.94	49,036
Youth Job Developer	6	23.23	26.94	49,036
Akwasti Convenor	7	26.41	29.75	54,138
ANC Convenor	7	26.41	29.75	54,138
Client Care Coordinator	7	26.41	29.75	54,138
ECE	7	26.41	29.75	54,138
Employment Services Team Lead	7	26.41	29.75	54,138
Family Support Coordinator	7	26.41	29.75	54,138
Intensive Case Manager	7	26.41	29.75	54,138
Pre-Employment Programs Team Lead	7	26.41	29.75	54,138
Seniors Housing Coordinator	7	26.41	29.75	54,138
Youth Employment Senior Facilitator	7	26.41	29.75	54,138
Community Development Coordinator	*	26.46	31.01	56,433

Maintenance Worker Evening (349)	*	18.48	19.29	35,108
PSW Direct Care - Community Based	*	19.27	19.89	36,194
PSW Direct Care - Supportive Housing	*	18.03	20.67	37,617
PSW Indirect (Travel & Other)	*	16.24	17.04	31,013
Reception/Admin IL	*	20.60	24.47	44,540
Volunteer Coordinator HS	*	22.66	27.92	50,808
Volunteer & Special Events Coordinator	*	22.66	27.92	50,808
TNG SALARY GRID EFFECTIVE JAN 1, 2020				
POSITION/JOB CLASSIFICATION	LEVEL	Start Rate	Job Rate	FT Annual
C & Y Program Worker Assistant/Relief	1B	14.28	14.42	26,249
Child Care Worker Relief/Women's Program	1B	14.28	14.42	26,249
Assistant Cook/Relief	1	16.40	16.48	30,002
ECA Relief	1	16.40	16.48	30,002
Summer Camp Senior Counselor	1	16.40	16.48	30,002
Clerk	2	18.26	19.11	34,781
HSW (Start, Step 1, Step 2)	2	18.26	19.11	34,781
Maintenance Worker Relief	2	18.26	19.11	34,781
Maintenance Worker Weekend	2	18.26	19.11	34,781
Meals on Wheels Assistant	2	18.26	19.11	34,781
Reception Relief	2	18.26	19.11	34,781
Receptionist	2	18.26	19.11	34,781
Superintendent	2	18.26	19.11	34,781

ADP Assistant	3	18.84	21.35	38,848
Assistant Youth Resource Outreach Worker	3	18.84	21.35	38,848
C & Y Program Worker	3	18.84	21.35	38,848
Custodian - Housing	3	18.84	21.35	38,848
Driver	3	18.84	21.35	38,848
General Assistant	3	18.84	21.35	38,848
Office Custodian	3	18.84	21.35	38,848
Activationist	4	21.35	22.42	40,808
Administrative Assistant - (Housing, Employment)	4	21.35	22.42	40,808
C & Y Program Coordinator Weekend	4	21.35	22.42	40,808
Cook	4	21.35	22.42	40,808
Maintenance Worker - Housing	4	21.35	22.42	40,808
Office Coordinator, MOW	4	21.35	22.42	40,808
Women's Program Worker	4	21.35	22.42	40,808
ADP Team Leader	5	22.09	23.61	42,963
ECA	5	22.09	23.61	42,963
ECE Relief	5	22.09	23.61	42,963
EPC & Program Facilitator	5	22.09	23.61	42,963
Maintenance Operations Lead Hand	5	22.09	23.61	42,963
Newcomer Program Worker (Outreach Assistant)	5	22.09	23.61	42,963
Supportive Housing Team Leader	5	22.09	23.61	42,963
Team Assistant	5	22.09	23.61	42,963
Transportation Scheduler	5	22.09	23.61	42,963
Youth Outreach Worker /Youth Resource Worker	5	22.09	23.61	42,963

Youth Resource Outreach Worker	5	22.09	23.61	42,963
C & Y Program Coordinator/Tutoring	6	23.46	27.21	49,526
Community Worker	6	23.46	27.21	49,526
Computer Info Specialist	6	23.46	27.21	49,526
Employment Counsellor/Facilitator	6	23.46	27.21	49,526
Employment Counsellor/Facilitator (R&I)	6	23.46	27.21	49,526
Housing Action Worker	6	23.46	27.21	49,526
Job Developer/Outreach Worker/Youth	6	23.46	27.21	49,526
Moving Forward Pre-Employment Counsellor/Facilitator	6	23.46	27.21	49,526
Newcomer Services Facilitator	6	23.46	27.21	49,526
PAID Project - ID Worker	6	23.46	27.21	49,526
Seniors Programs Team Lead	6	23.46	27.21	49,526
Street Survivors Caseworker	6	23.46	27.21	49,526
Volunteer Convenor (3036)	6	23.46	27.21	49,526
Women's Program Coordinator	6	23.46	27.21	49,526
Youth Employment Counsellor/Facilitator	6	23.46	27.21	49,526
Youth Job Developer	6	23.46	27.21	49,526
Akwasti Convenor	7	26.67	30.04	54,679
ANC Convenor	7	26.67	30.04	54,679
Client Care Coordinator	7	26.67	30.04	54,679
ECE	7	26.67	30.04	54,679
Employment Services Team Lead	7	26.67	30.04	54,679
Family Support Coordinator	7	26.67	30.04	54,679

Intensive Case Manager	7	26.67	30.04	54,679
Pre-Employment Programs Team Lead	7	26.67	30.04	54,679
Seniors Housing Coordinator	7	26.67	30.04	54,679
Youth Employment Senior Facilitator	7	26.67	30.04	54,679
Community Development Coordinator	*	26.73	31.32	56,997
Maintenance Worker Evening (349)	*	18.66	19.48	35,459
PSW Direct Care - Community Based	*	19.46	20.09	36,556
PSW Direct Care - Supportive Housing	*	18.21	20.88	37,994
PSW Indirect (Travel & Other)	*	16.40	17.21	31,323
Reception/Admin IL	*	20.81	24.72	44,985
Volunteer Coordinator HS	*	22.89	28.20	51,316
Volunteer & Special Events Coordinator	*	22.89	28.20	51,316
TNG SALARY GRID EFFECTIVE JAN 1, 2021				
POSITION/JOB CLASSIFICATION	LEVEL	Start Rate	Job Rate	FT Annual
C & Y Program Worker Assistant/Relief	1B	14.42	14.57	26,512
Child Care Worker Relief/Women's Program	1B	14.42	14.57	26,512
Assistant Cook/Relief	1	16.57	16.65	30,302
ECA Relief	1	16.57	16.65	30,302
Summer Camp Senior Counselor	1	16.57	16.65	30,302
Clerk	2	18.44	19.30	35,129
HSW (Start, Step 1, Step 2)	2	18.44	19.30	35,129
Maintenance Worker Relief	2	18.44	19.30	35,129

Maintenance Worker Weekend	2	18.44	19.30	35,129
Meals on Wheels Assistant	2	18.44	19.30	35,129
Reception Relief	2	18.44	19.30	35,129
Receptionist	2	18.44	19.30	35,129
Superintendent	2	18.44	19.30	35,129
ADP Assistant	3	19.02	21.56	39,237
Assistant Youth Resource Outreach Worker	3	19.02	21.56	39,237
C & Y Program Worker	3	19.02	21.56	39,237
Custodian - Housing	3	19.02	21.56	39,237
Driver	3	19.02	21.56	39,237
General Assistant	3	19.02	21.56	39,237
Office Custodian	3	19.02	21.56	39,237
Activationist	4	21.56	22.65	41,216
Administrative Assistant - (Housing, Employment)	4	21.56	22.65	41,216
C & Y Program Coordinator Weekend	4	21.56	22.65	41,216
Cook	4	21.56	22.65	41,216
Maintenance Worker - Housing	4	21.56	22.65	41,216
Office Coordinator, MOW	4	21.56	22.65	41,216
Women's Program Worker	4	21.56	22.65	41,216
ADP Team Leader	5	22.31	23.84	43,392
ECA	5	22.31	23.84	43,392
ECE Relief	5	22.31	23.84	43,392
EPC & Program Facilitator	5	22.31	23.84	43,392

Maintenance Operations Lead Hand	5	22.31	23.84	43,392
Newcomer Program Worker (Outreach Assistant)	5	22.31	23.84	43,392
Supportive Housing Team Leader	5	22.31	23.84	43,392
Team Assistant	5	22.31	23.84	43,392
Transportation Scheduler	5	22.31	23.84	43,392
Youth Outreach Worker /Youth Resource Worker	5	22.31	23.84	43,392
Youth Resource Outreach Worker	5	22.31	23.84	43,392
C & Y Program Coordinator/Tutoring	6	23.70	27.48	50,021
Community Worker	6	23.70	27.48	50,021
Computer Info Specialist	6	23.70	27.48	50,021
Employment Counsellor/Facilitator	6	23.70	27.48	50,021
Employment Counsellor/Facilitator (R&I)	6	23.70	27.48	50,021
Housing Action Worker	6	23.70	27.48	50,021
Job Developer/Outreach Worker/Youth	6	23.70	27.48	50,021
Moving Forward Pre-Employment Counsellor/Facilitator	6	23.70	27.48	50,021
Newcomer Services Facilitator	6	23.70	27.48	50,021
PAID Project - ID Worker	6	23.70	27.48	50,021
Seniors Programs Team Lead	6	23.70	27.48	50,021
Street Survivors Caseworker	6	23.70	27.48	50,021
Volunteer Convenor (3036)	6	23.70	27.48	50,021
Women's Program Coordinator	6	23.70	27.48	50,021
Youth Employment Counsellor/Facilitator	6	23.70	27.48	50,021
Youth Job Developer	6	23.70	27.48	50,021

Akwasti Convenor	7	26.94	30.34	55,226
ANC Convenor	7	26.94	30.34	55,226
Client Care Coordinator	7	26.94	30.34	55,226
ECE	7	26.94	30.34	55,226
Employment Services Team Lead	7	26.94	30.34	55,226
Family Support Coordinator	7	26.94	30.34	55,226
Intensive Case Manager	7	26.94	30.34	55,226
Pre-Employment Programs Team Lead	7	26.94	30.34	55,226
Seniors Housing Coordinator	7	26.94	30.34	55,226
Youth Employment Senior Facilitator	7	26.94	30.34	55,226
Community Development Coordinator	*	26.99	31.63	57,567
Maintenance Worker Evening (349)	*	18.85	19.68	35,813
PSW Direct Care - Community Based	*	19.66	20.29	36,922
PSW Direct Care - Supportive Housing	*	18.39	21.08	38,374
PSW Indirect (Travel & Other)	*	16.57	17.38	31,636
Reception/Admin IL	*	21.02	24.96	45,435
Volunteer Coordinator HS	*	23.12	28.48	51,829
Volunteer & Special Events Coordinator	*	23.12	28.48	51,829

* indicates a job classification that is temporarily outside the grid

SCHEDULE “B” – PERSONAL / HOME SUPPORT WORKERS

The following employee shall continue to receive Agency-paid benefits, hours of work and eligibility in the RRSP or alternate pension plan:

Jane Mulindwa

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 Employer 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 as outlined in paragraph 7 (b) below. In situations over six (6) months, clients will be returned to the Employee at the discretion of the supervisor.
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. Continuity of care, where the lack of continuity would likely lead to an adverse effect on the health of the client;
 - iv. 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 Monday and end on Sunday.

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 her availability, she 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 endeavour 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. No Employee will be required to become a member of a College or worker registry unless required by a ministry directive, regulation, or legislation. Where so required, the Employer will pay half of the costs of all registration and membership fees.

LETTER OF UNDERSTANDING 1

Re: INFORMATION TO THE UNION

Whereas the Union tabled proposals to receive information from the Employer regarding Overtime and Relief hours; and whereas the Employer was unable to generate these reports using existing payroll software; and whereas the Employer intends to move to another payroll system during the life of the Collective Agreement, it is agreed as follows, upon implementation of the new payroll system, and subject to its ability to generate such reports:

- 1) On a quarterly basis, the Employer will provide the Union with a report of all overtime worked. The report will include first and last name, department, classification, and the number of overtime hours worked by each employee.
- 2) On a quarterly basis, the Employer will provide the Union with a report of all relief hours worked by Employees.

Signed on this 23rd day of January, 2020 in Toronto

CUPE Local 7797

TNG

Anne Odlovic

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING 2

RE: WORK OF THE BARGAINING UNIT

The Union and the Employer recognize certain circumstances where, based on program needs and available resources, management staff undertake work that would normally be classified as bargaining unit work. It is agreed that this practice will remain in effect but will not be expanded beyond what is current at the time of ratification of this agreement, without consultation and agreement of the Union. Such agreement will not be unreasonably denied.

Signed on this 23rd day of January, 2020 in Toronto

CUPE Local 7797

TNG

Connie Nelson

[Signature]

Stephane Ham

[Signature]

LETTER OF UNDERSTANDING 3

RE: REIMBURSEMENT

Upon successful completion of a course approved in advance by the President and CEO, the Employer will reimburse the Employee fifty percent (50%) of placement fees, tuition and books, provided that the Employee provides a transcript or other document from the course provider showing successful completion, the required reading list, and the receipt(s) for tuition, placement fees and books purchased. It is agreed this provision is subject to the availability of funds, and that nothing in this Collective Agreement requires the Employer to approve a course.

Signed on this 23rd day of January, 2020 in Toronto

CUPE Local 7797

TNG

Carrie Nolan

M. D. Foutts

Stephane Ham

Sheri Elb

LETTER OF UNDERSTANDING 4

RE: OUTSIDE AGENCY

Notwithstanding Article 3.2, it is agreed that the Employer may use outside agency staff when it is unable to meet ratio requirements in the daycare using regular and relief staff. The Employer will endeavor to maintain an adequate relief list to minimize the use of agency staff for the daycare program.

Signed on this 23rd day of January, 2020 in Toronto

CUPE Local 7797

TNG

Connie Nelson

M. D. Fortin

Stephane Ham

Shen' Elb

LETTER OF UNDERSTANDING 5

RE: JHSC

The parties agree to investigate the possibility of a multi-site JHSC under the OHSA. By mutual agreement, and upon approval by the Ministry of Labour, the multi-site JHSC will replace the workplace representatives and JHSC(s) formed under Article 24.01.

Signed on this 23rd day of January, 2020 in Toronto

CUPE Local 7797

TNG

Carrie Nakam

[Signature]

Stephane Ham

[Signature]

LETTER OF UNDERSTANDING 6

Re: DAY CARE SPACES AND STANDARDS

Subject to approval by the City of Toronto, the Employer will give priority access to Employees for a maximum of five (5) daycare spaces. If the daycare programme is expanded during the term of this Agreement, the Employer will increase the number of spaces, in consultation with the Union.

Signed on this 23rd day of January, 2020 in Toronto

CUPE Local 7797

TNG

Carrie Ndlovu

[Signature]

Stephane Ham

[Signature]