

# **COLLECTIVE AGREEMENT**

between

**OUR PLACE PEEL**



and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5393**



**EXPIRY MARCH 31, 2021**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>3</b>
<b>ARTICLE 2 – SCOPE AND RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 3 – MANAGEMENT RIGHTS .....</b>	<b>7</b>
<b>ARTICLE 4 – UNION DUES AND SECURITY .....</b>	<b>8</b>
<b>ARTICLE 5 – NO DISCRIMINATION/HARASSMENT .....</b>	<b>9</b>
<b>ARTICLE 6 – CORRESPONDENCE .....</b>	<b>10</b>
<b>ARTICLE 7 – UNION MANAGEMENT RELATIONS.....</b>	<b>11</b>
<b>ARTICLE 8 – GRIEVANCE PROCEDURE .....</b>	<b>12</b>
<b>ARTICLE 9 - INVESTIGATIONS, DISCIPLINE AND DISCHARGE .....</b>	<b>16</b>
<b>ARTICLE 10 – SENIORITY .....</b>	<b>17</b>
<b>ARTICLE 11 – PROMOTION AND STAFF CHANGES .....</b>	<b>21</b>
<b>ARTICLE 12 – LAY-OFF AND RECALL.....</b>	<b>22</b>
<b>ARTICLE 13 – HOURS OF WORK .....</b>	<b>24</b>
<b>ARTICLE 14 – OVERTIME.....</b>	<b>25</b>
<b>ARTICLE 15 – HOLIDAYS .....</b>	<b>26</b>
<b>ARTICLE 17 – VACATION .....</b>	<b>27</b>
<b>ARTICLE 18 – PERSONAL TIME OFF, EMERGENCY &amp; SICK LEAVE.....</b>	<b>29</b>
<b>ARTICLE 19 – LEAVES OF ABSENCE .....</b>	<b>30</b>
<b>ARTICLE 20 – PAYMENT OF WAGES ALLOWANCES.....</b>	<b>34</b>
<b>ARTICLE 21 – BENEFITS.....</b>	<b>36</b>
<b>ARTICLE 22 – TECHNOLOGICAL CHANGE .....</b>	<b>37</b>
<b>ARTICLE 23 – HEALTH AND SAFETY.....</b>	<b>37</b>
<b>ARTICLE 24 – GENERAL CONDITIONS .....</b>	<b>37</b>
<b>ARTICLE 25 – COPIES OF THE AGREEMENT .....</b>	<b>38</b>
<b>ARTICLE 26 – NO STRIKES AND LOCKOUTS.....</b>	<b>38</b>
<b>ARTICLE 27– DURATION.....</b>	<b>39</b>

## **ARTICLE 1 - PREAMBLE**

- 1.01 Our Place Peel is a non-profit charitable organization that is focused on providing shelter and support for homeless and disadvantaged youth in the Region of Peel. Through emergency and transitional shelter and community outreach programs, Our Place Peel empowers youth to take control of their lives and make a healthy, new start.

To this end, the parties seek:

to provide a caring, supportive, respectful and safe environment and all clients will be treated with respect and dignity at Our Place Peel;

to build and maintain harmonious relations between the Employer and its employees that is dignified and respectful;

to aim toward a peaceful and amicable settlement of any differences that may arise between them; and

to promote the morale, well being and economic security of all members of the bargaining unit all as set forth in this Collective Agreement.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5393 as the sole and exclusive collective bargaining agent for all employees of Our Place Peel located in the Regional Municipality of Peel, Ontario, save and except, Supervisors and persons above the rank of Supervisor.
- 2.02 No bargaining unit employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this collective agreement.
- 2.03 Contracting Out

The Union and Employer agree that it is important to engage in opportunities to expand, provide or deliver programming or services in the best interests of the clients served.

This may include opportunities or circumstances where it may be necessary to participate or engage in various programs or projects, including but not

limited to, “flow-through” funding, contracting out, and/or special projects from time to time.

The Union and Employer also agree that the security of employees is important and where these opportunities may impact employees of the bargaining unit, the Employer will meet with the Union to discuss strategies to mitigate the impact.

In all circumstances, the Employer agrees to abide by the Collective Agreement as it relates to seniority for the protection of all bargaining-unit employees.

2.04 Nothing in this agreement will prevent the use of agency staff for short term shift coverage of vacancies where no employee of the Employer is available.

2.05 Volunteers

Nothing in the foregoing shall be deemed to prohibit the Employer from using volunteers and/or students.

2.06 Representatives of CUPE

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall be granted access to the Employer's premises during regular business hours by pre-arrangement with the Chief Executive Officer or designate.

a) Stewards

The Employer recognizes the right of the Union to appoint or otherwise elect up to three (3) employees as Stewards / Union Officers (Executive). It is understood that it would be of benefit to both the union and the employer that at least one (1) of the Union Officers shall be an employee who is full-time. The Union agrees the position of Steward will be encompassed by the Union Officers (Executives).

2.07 Union Officers, Stewards and committee members shall be entitled to leave their work during working hours, without loss of pay, in order to carry out their functions under this agreement, including, but not limited to the investigations, processing of grievances, and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from the Immediate Supervisor.

It is agreed that so far as possible all activities of the Union Representative shall be carried on outside the regular working hours of the members, unless otherwise mutually agreed.

## 2.08 Definitions

- a) A full-time employee is an employee who is regularly scheduled to work forty (40) hours per week, who makes a commitment to be available on a pre-scheduled basis as required and in respect of whom there is advance scheduling, which is subject to change at the discretion of management, to meet the needs of clients and/or the agency.
- b) A part-time employee is an employee who is regularly scheduled to work twenty-four (24) hours or less per week, who makes a commitment to be available on a pre-determined basis and in respect of whom there is advance scheduling, which is subject to change at the discretion of management, to meet the needs of clients and/or the agency. It is also understood that part-time employees may work additional hours from time to time.
- c) A relief employee is an employee who is called in to work as required and who may, subject to their availability, have regularly scheduled hours of work from time to time (e.g. vacation relief) but does not normally have regularly scheduled hours of work. Such employee will make a commitment to be available a minimum of three shifts per month.
- d) Supervisor or Immediate Supervisor, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.
- e) An agency employee, when used in this Agreement, shall mean an individual that is employed by an outside of agency (ex. Staffing, Placement or Recruitment Agency) used for short-term shift coverage of vacancies where no employee of the Employer is available. It is understood that these individuals are not employees of Our Place Peel nor members of the bargaining unit.
- f) Temporary Position - an employee may fill a temporary position created as a result of one of the following conditions:
  - a. Maternity/Parental Leave: The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed eighteen (18) continuous months.

- b. Projects with a definite term or task: The term of the temporary posting for projects with a definite term or task shall not exceed eighteen (18) months, or as defined by funding requirements.
- c. Leave of Absence: The term of the temporary posting for leave of absence shall not exceed eighteen (18) months.
- d. Illness: The term of the temporary posting for leave of absence shall not exceed eighteen (18) continuous months.

Such vacancies created as the result of an employee being absent due to one of the foregoing conditions shall be posted and filled in accordance with Article 11.

The Employer agrees to notify the Union thirty (30) calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.

Upon return of the absent employee, an employee filling the position on a temporary basis, or the less senior employee in the event more than one position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their positions without loss of seniority, and if the position is no longer available, the employee would be subject to the provisions of Article 12 Lay off and Recall.

In the event that an absent employee does not return the temporary vacancy shall be posted and filled in accordance with Article 11.

g) External Hires to Temporary Positions

- a. Temporary positions filled as a result of vacancies as set out above may be awarded to external hires in the event no qualified full-time or part-time employee applies through the job posting process or is not awarded the position.
- b. The Employer reserves the right to terminate a temporary position at any time, subject to the provisions outlined in the Employment Standards Act, 2000, as amended. The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union recognizes the management of Our Place Peel and the direction of the work force are fixed exclusively in the Employer, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without limiting or restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency; to establish, alter and enforce reasonable rules and regulations, policies, practices and procedures governing the conduct of the employees.
- b) select, transfer, hire and manage the working force and employees; lay-off, classify, direct, promote, demote, schedule, train, discharge, suspend, or otherwise discipline employees for just cause; provided that a claim of discriminatory discipline, suspension, demotion or transfer, or a claim by an employee who has served their probationary period that they have been disciplined, suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided; to operate and manage the facility in its entirety.
- c) determine, in the interest of the efficient operation and high standard of service, the job content, rating and classifications, work assignments, methods of doing the work, and the working establishment for the service.
- d) determine the kind, location and number of the Employer's establishments, the extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; the qualifications of employees; the number of employees needed by the organization at any time; the number of hours to be worked; starting and quitting times, methods to be used to ensure security of the property, and generally the right to manage the operation and its business without interference are solely and exclusively the right of the Employer.
- e) Establish policies and administer criminal, police, security and/or vulnerable population screenings, etc.

- f) Employees are required to review, acknowledge, and complete an “Annual Declaration” form, confirming there is no change to their Police Security Check, Vulnerable Sector Screening and/or other security clearances requested by the Employer, which must be signed by the employee and returned to the Employer within seven (7) days from the date requested.
- 3.02 The Employer agrees that in exercising its rights in a fair and equitable manner, as set out in Article 3.01 above, it will not act in a manner that is inconsistent with the terms of this Agreement.

#### **ARTICLE 4 – UNION DUES AND SECURITY**

- 4.01 The Employer and the Union agree that there will be no discrimination or harassment by reason of an employee’s membership, non-membership, activity or lack of activity in the Union.

4.02 Union Security

All bargaining unit employees who are in the employ of the Employer at the signing date of this Agreement and all new bargaining unit employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire. The Employer also agrees to deduct from each bargaining unit employee any initiation fees or assessments levied by the Union on its members.

4.03 Deductions


Deductions shall be made from the semi-monthly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of employees from whose pay the deductions were made. In instances where dues have not been deducted from an employee, the reason shall be stated (e.g. leave of absence).

The Employer will supply the Union with the most current information of the name, current address, email and classification with their first dues deduction. This list will also provide the names and addresses of employees who have terminated during the month.



The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

#### 4.04 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Dues and Security.
- b) The Employer will advise the President of the Union or their designate of any newly hired bargaining employees.
- c)  The Employer agrees that a Local Union representative will be given the opportunity to meet a newly-hired bargaining employee once during the employee's first thirty (30) days of employment, for the purpose of advising such employee of the existence of the Union and of their rights and responsibilities under the terms of this agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes.

#### 4.05 T-4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T-4 Slip.

- 4.06 The Employer upon request from the Union will provide a list of all employees' names, addresses, emails and telephone numbers upon ratification of the agreement and on April 1 of each year thereafter.

### **ARTICLE 5 – NO DISCRIMINATION/HARASSMENT**

- 5.01 The Employer and the Union are committed to providing a harassment free workplace. Allegations of workplace harassment shall be handled in accordance with Our Place Peel Policies, which allows for access to the applicable Ontario Human Rights Commission. In addition to the provisions of this policy, employees continue to have the right to file a grievance under Article 8. The Employer and the Union recognize that it has a responsibility to ensure that all employees are free from harassment at the workplace (as per the Occupational Health and Safety Act as amended from time to time).

- 5.02 The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this Agreement on the basis of any prohibited ground which is prescribed by the Ontario Human Rights Code; that is because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- 5.03 It is understood by all parties that in the daily course of providing instruction shall not be construed as discriminatory or harassment.
- 5.04 It is understood by the parties that frivolous and/or vexatious harassment complaints may be subject to the disciplinary process.

#### **ARTICLE 6 – CORRESPONDENCE**

- 6.01 All correspondence between the parties, arising out of this Agreement, or incidental thereto shall pass to and from the Chief Executive Officer or designate and the Local President or designate and the National Representative of the Union, as required.
- 6.02 The Employer shall provide the Union with a bulletin board at each shelter so that all employees will have access to it and the Union shall have the right to post notices and information for its members. Such bulletin boards will not be used to post personal information or anything of a derogatory nature that is specifically referred towards the Employer or its employees, and must be approved by the Employer. Such permissions will not be unreasonable withheld.
- 6.03 Copies of Policies

Copies of all policies adopted by the Employer which affect the members of this Union are to:

- a) be forwarded to the Union; and
- b) be made available to all members.

## **ARTICLE 7 – UNION MANAGEMENT RELATIONS**

### **7.01 Representation**

- a) The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson, where feasible.
- b) In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- c) The Unit Chair or President shall be ex-officio on all union committees.

### **7.02 Union Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer (along with Employer Counsel), as appointees of the Employer, and not more than three (3) members of the Union including ex-officio, as appointees of the Union (along with the National Representative). The Union will advise the Employer in writing of the union members of the Committee. The Union will endeavour to have employees from different job classifications to form the Union's Committee.

For the time spent in negotiations up to and including conciliation, up to a maximum of five (5) days per employee, the employees' salary, credits, and applicable benefits shall be paid by the Employer. Any time required following five (5) days, will be paid by the Union and maintained by the Employer. Either party may utilize additional resource staff as may be required.

### **7.03 Labour-Management Committee Relations**

The Union President or designate can request a meeting with Management to address mutual points of interest between the parties. Either party can request participation of other individuals in the meeting, in due consideration of operational requirements. The meeting will be held within thirty (30) days, or scheduled at a time mutually convenient for the parties. The National Representation or specialists may attend.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. The Steward may assist any employee, whom the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

### **8.02 Names of Stewards**

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

### **8.03 Definition of Grievance**

A grievance is defined as any difference arising out of or concerning the application, interpretation, administration, or alleged violation of any of the provisions of this collective agreement.

8.04 a) It is understood that before an individual grievance can be filed on behalf of a member, they shall take the matter up with their Immediate Supervisor, within ten (10) working days of the circumstances giving rise to such a grievance has occurred or the employee became aware of such circumstance. It is also understood if the employee desires, the employee may be accompanied by a Union Steward when this matter is discussed.

b) The Supervisor will give their answer to the complaint within ten (10) working days after it has been brought to their attention. It is understood that an employee has no grievance until they had first given their Supervisor an opportunity of adjusting their complaint within the ten (10) working days.

8.05 If such complaint or question is not settled to the satisfaction of the employee then the following steps of the grievance procedure may be invoked. It is understood that a grievance must be logged within ten (10) working days after the Immediate Supervisor's response to the complaint referred to in 8.04(b) which must have been brought to the Immediate Supervisor's attention within ten (10) working days of the circumstances giving rise to such a grievance has occurred or the employee became aware of such circumstance.

### STEP 1

The Union may file a grievance on behalf of an employee to the employee's Supervisor within ten (10) working days after receiving the Immediate Supervisor's decision. The grievance shall be in writing on a grievance form, signed by the employee or a Union representative on behalf of the employee, and shall contain the nature of the grievance, the provision(s) of the Collective Agreement alleged to have been breached and the remedy sought. A meeting will be held within ten (10) working days of submission of the grievance between the employee's Supervisor and the Union. The Supervisor shall deliver the response to the Union within ten (10) working days of the date of the meeting.

### STEP 2

If a settlement has not been reached under Step 1, the Steward or Union Representative may within ten (10) working days of the Supervisor's reply, refer the grievance to the Chief Executive Officer or designate. The Chief Executive Officer or designate together with the employee and their Supervisor, and their Steward or Union Representative, shall meet within ten (10) working days of referral to the Chief Executive Officer. The Chief Executive Officer or designate shall give their disposition and explanation therefore in writing to the Steward or Union Representative within ten (10) working days of the date of meeting. A copy of the reply will be provided to the grievor and the Union President and/or designate.

### STEP 3

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within twenty (20) working days of the reply of the Chief Executive Officer or designate, refer the grievance to Arbitration and/or Mediation in accordance with the provisions contained in Articles 8.12 and 8.14.

- 8.06 Any of the time allowances provided in this Article, including Articles 8.04, 8.05 and 8.12, may be extended by mutual agreement in writing between the Union and the Employer.
- 8.07 Saturday, Sunday, and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.
- 8.08 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

#### 8.09 Group Grievance

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed at Step 2. Such a grievance shall then be processed within the framework of the grievance procedure.

8.10 Policy Grievances, Lay-off and Recall grievances and Termination grievances shall commence at Step 2 of the Grievance Procedure.

8.11 The Employer shall supply the necessary facilities for joint grievance meetings.

#### 8.12 Arbitration Procedure

a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, either party may after exhausting the grievance procedure established by this Agreement within twenty (20) working days following receipt of the response at Step 2 of the grievance procedure notify the other party in writing of its desire to proceed to Arbitration. Such written notification shall include the name and address of its nominee to the Board of Arbitration.

8.13 The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

#### Sole Arbitrator Selection Process

Upon notification that a matter is to proceed to Arbitration, either party may submit the names of up to three arbitrators to the other for consideration. If none of the arbitrators suggested is acceptable, the recipient of the suggestions can propose the names of up to three other arbitrators for consideration. If the parties are unable after three rounds each of suggested arbitrators, if they still cannot agree on a sole arbitrator, then, within ten (10) working days of their final selection impasse, the matter shall be referred, by written notification, to a Board of Arbitration.

a) Each party shall supply the name and address of its nominee to the Board of Arbitration within the ten (10) working days of receiving or sending the notification.

b) Within ten (10) working days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration.

The two (2) nominees shall select a third appointee to act as an impartial chairperson. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- c) If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Office of Arbitration, Ministry of Labour upon request by either party.
- d) The decision of the Arbitrator, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- e) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement.
- f) Each of the parties will bear the fees and expenses of the nominee appointed by it, and one-half (1/2) the fees and expenses of the Chairperson.

#### 8.14 Grievance Mediation

- a) At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in this Article and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- b) In order to ensure the timely resolution of grievances in accordance with Article 8.15, the Employer and the Union may agree to exchange names of potential mediators within fifteen (15) days after exhausting the grievance procedure established by this Agreement. If there is no response after fifteen (15) days, the referring party will decide on the mediator. The parties shall equally share the fees of the mediator.
- c) The mediation session will be attended representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.
- d) Provided the parties agree there shall be no limit to the number of grievances submitted for a single session. There shall be no use of legal counsel or witnesses for this mediation process.

- e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- f) The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

## **ARTICLE 9 - INVESTIGATIONS, DISCIPLINE AND DISCHARGE**

### **9.01 Investigations**

Where the Employer requires to suspend an employee from shifts to perform an investigation, the employee may be suspended for a period up to seven (7) days with pay, for any regularly scheduled shifts. It is agreed by the parties that this suspension is to be considered non-disciplinary, and is only utilized to provide time for the investigation as required. This time may be extended only by mutual agreement with the Union.

It is required that the employee will attend any meetings with the Employer during regularly scheduled shifts during the suspension and/or investigation. It is also understood that employees, subject to forty-eight (48) hours notice, will be required to attend any meetings with the employer, or the employee will be subject to suspension without pay and may subject to further discipline up to and including discharge.

It is understood any suspension as a form of discipline is without pay.

### **9.02 Right to have a Steward Present**

Where a meeting is held for the purpose of giving an employee a written warning of discipline including suspension or discharge or investigation, they shall have the right to the presence of a Union Steward. The Union Steward or designate will be notified in advance, where possible, of such meeting in order for the Union to provide representation.

- 9.03 Any written warning, imposition of discipline, including suspension or discharge shall be copied to the Union (unless the employee requests that the Union is not notified).



- 9.04 An employee shall not be dismissed or disciplined without just cause. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer setting out the reason(s) for such discipline or discharge. The Employer agrees that discipline should be corrective and not punitive. The Employer agrees to follow the practice of progressive discipline. It is understood that the Employer has the right to determine discipline up to and including termination.

The release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:

- 1) Reasons which are arbitrary, discriminatory or in bad faith;
- 2) Exercising a right under this agreement.

- 9.05 Upon written request, an employee may have access to and be allowed to review their personnel file in the presence of the Chief Executive Officer or designate and the President or Union Representative at a time mutually agreeable to the employee and the person responsible for the safekeeping of the file or their designate. An employee shall have the right to make copies of any material contained in their personnel record.

9.06 Disciplinary Documentation

Eighteen (18) months following any disciplinary action, any documentation related to such action will not be relied upon, provided the employee has been discipline free for said period. The discipline can be removed at the employee's request after the eighteen (18) month period.

## **ARTICLE 10 – SENIORITY**

10.01 Seniority Defined

- a) Seniority is defined as the length of service with the Employer in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recalls when the employee concerned can meet the normal requirements of the job. Seniority shall operate on a bargaining unit wide

basis. Notwithstanding the above, an employee cannot accrue more than one year's seniority in a twelve (12) month period.

- b) Full time employees shall accumulate seniority on the basis of years, months, and days of employment in the bargaining unit since their last date of hire in the bargaining unit. Part time and relief employees shall accumulate seniority on the basis of straight time hours worked in the bargaining unit since their last date of hire in the bargaining unit
  - c) External Agency employees shall have no seniority rights under this Agreement.
  - d) It is understood that a part-time or relief employee on an authorized leave for Maternity, Parental or Sick Leave will maintain seniority accumulation based on an average of hours worked over the twenty (20) weeks prior to the commencement of the leave. The seniority will be accumulated for a maximum of eighteen (18) months.
- 10.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 10.03 An employee will not be placed on the seniority list until they have successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and they will be credited with seniority equal to the probationary period.
- 10.04 A newly hired full time employee shall be known as a probationary employee until they have worked six (6) months, and a newly hired part time or relief employee shall be known as a probationary employee until they have worked eight hundred (800) hours. There shall be no obligation on the Employer to retain the services of a probationary employee or to re-employ the employee if they are discharged during the probationary period. The termination of a probationary employee shall not be subject to the grievance procedure but will be subject to the Ontario Human Rights Code and any relevant legislation.

#### 10.05 Performance Appraisals

Performance appraisals will be completed on an annual basis, or as required. A form reflecting the input of both the Employee and the Supervisor will be signed by both parties, including any statement made by the Employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee upon request.

#### 10.06 Loss of Seniority

An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated and/or abandoned for any of the following reasons:

- a) voluntary resignation;
- b) an employee is discharged for just cause and is not reinstated under the terms of this Agreement;
- c) laid off for a period exceeding twelve (12) months;
- d) an employee is absent from work for two (2) or more consecutive working days without notifying the Employer, and/or providing the Employer with a satisfactory reason in which case, such employee will be deemed to have quit the employ of the Employer without notice;
- e) an employee fails to return to work within five (5) working days after being notified of recall by registered mail. Registered mail sent to an employee's most recent address on their employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number. An extension of the time to report back to work may be requested and will not be unreasonably denied.
- f) an employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension unless a reasonable explanation satisfactory to the Employer is provided;
- g) utilizes a leave for a purpose other than for which the leave was granted, unless otherwise approved by the Employer;
- h) When a part time employee is not available to work for three (3) shifts on days and times they committed to be available within a thirty (30) day period, except where the Employer approved the extended absence;

- i) When a relief employee does not work three (3) shifts within a sixty (60) day period and/or does not provide their minimum availability for the period, except where the Employer approved the extended absence;
- j) at any time, is convicted of a criminal offence, or fails to notify the Employer of the conviction.
- k) does not pass or provide the necessary Criminal, Security or Background checks within thirty (30) days of written request (any associated costs to be borne by the Employer)
- l) does not provide a completed and signed "Offence Declaration Form" within fourteen (14) days of request, and/or, acknowledges that there is no change in status that would prevent the employee from clearing the necessary security, police, criminal or vulnerable sector check.
- m) Is absent for more than twenty-four (24) months because of sickness or physical disability or both. Prior to the automatic termination of the employee under this clause, the Employer agrees to meet with the Union to review the employee's status and possible return to work options.

#### 10.07 Promotion to Management

If an employee is promoted to management, the employee shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of ninety (90) days without loss of seniority. The parties agree that the ninety (90) day trial period is applied only to situations related to this article. A vacancy resulting from the promotion may be filled on a temporary basis.

#### Temporary transfer to Management

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of three (3) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit. This may be extended by mutual consent for any approved leave of absence such as a parental leave or any other leave as outlined in the Employment Standards Act. During this period, the employee shall maintain paying their Union dues.

Should the employee return to a bargaining unit position in the future, their seniority shall revert to their date of hire less the time spent outside of the bargaining unit.

If an employee changes status (full-time, part-time or relief), the following method shall be used to calculate their seniority from one group to another for purposes of establishing seniority or anniversary date: one (1) year equal 2080 hours paid.

#### **ARTICLE 11 – PROMOTION AND STAFF CHANGES**

- 11.01 In the event that a new position within the bargaining unit is created, or when a bargaining unit vacancy occurs, or when a temporary vacancy in a position within the bargaining unit is expected to last for more than three (3) months, the Employer will post or email such positions internally for a period of five (5) calendar days.
- 11.02 The internal posting will outline the classification, qualifications, job description, hours of work, salary range and location, where feasible. A copy shall be provided to the Union.
- 11.03 It is understood that the Employer may engage in recruitment initiatives at any time. This will not circumvent the internal posting process. For clarity, there will be no external hiring until all the applications of present bargaining unit members have been fully processed and the internal candidates deemed unsatisfactory.
- 11.04 Applications will be considered upon the following factors:
- a) Qualifications, skill and ability;
  - b) Seniority.
- Where the qualifications in factor (a) are relatively equal, seniority will govern.
- 11.05 Notification to Employee and Union

The successful applicant shall be advised, in writing, of the appointment, with a copy to the Union.

The successful applicant shall be allowed a trial period of up to sixty (60) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

#### 11.06 Successful Applicants

The Employer will endeavour to have the successful applicant for a full time or part time vacancy fill the vacancy within thirty (30) working days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer. The successful applicant for a temporary full-time vacancy will fill the vacancy within thirty (30) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

#### 11.07 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer will advise the Union of the new rate. The Employer, at the request of the Union, will meet with the Union to discuss or negotiate the wage rate. Any disagreement will be subject to the grievance process.

### **ARTICLE 12 – LAY-OFF AND RECALL**

12.01 A lay-off shall be defined as the elimination of one or more bargaining unit positions of a temporary or permanent nature or the reductions of hours of an employee that reduces the employee's status.

- a) Lay-off shall be made on the basis of seniority providing that the employee retained has the qualifications and can meet the normal requirements of the job with no additional training, other than basic orientation.
- b) Employees on lay-off shall be recalled in the order of seniority provided that the employee has the skills, ability and qualifications to perform the available work with no additional training other than basic orientation.
- c) Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 10 - Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

12.02 No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part time employees or no part time employees shall be laid off by reason of their duties being assigned to one or more part-time employees.

### 12.03 Notice of Lay-Off

In the event of a proposed layoff of a permanent or long term nature of thirteen (13) calendar weeks or more, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act*. The Employer will meet with the Union prior to the lay-off to discuss possible mitigation.

### 12.04 Lay Off Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of their seniority within their classification
- b) An employee who is subject to layoff shall have the right to either:
  - Accept the lay-off;
  - or displace an employee who has less bargaining unit seniority where the employee on notice has the skill, ability and qualifications, and can meet the normal requirements of the job and requires no additional training other than basic orientation. A part time employee cannot displace a full-time employee.
  - The employee shall indicate to the CEO or designate, in writing, which of the aforementioned options is to be exercised within three (3) days from the date notice of lay-off was received. The employee shall identify the position(s)/classification(s) for which they are qualified and need only basic orientation. The employee with the least seniority in the position(s) /classification (s) will be advised by the employer that they are to be displaced. The Employer can grant an extension if time permits.

### 12.05 Recall Procedure

Employees shall be recalled in the order of their seniority.

12.06 Grievances concerning lay-off and recall shall be initiated at Step 2 of the grievance procedure.

12.07 It is understood that the Employer may retain relief or part-time employees in the event that a lay-off may occur.

12.08 No new employees shall not be hired until those laid off have been given an opportunity of recall.

12.09 A full-time employee will not lose recall rights if recalled and declines the opportunity of a part-time or relief position. A part-time employee will not lose recall rights if recalled and declines the opportunity of a relief position.

12.10 Facility Closures

The Employer agrees that it will give the Union three (3) months' notice prior to any closure of any of its facilities. Except in circumstances beyond the control of the Employer, or where the funder provides the Employer with less than three (3) months' notice.

**ARTICLE 13 – HOURS OF WORK**

13.01 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours worked per day or per week, or of days per week. Provisions will be consistent with the Employment Standards Act, 2000, as amended. Management will determine necessary shift coverage.

The regular work week is from Sunday to Saturday, inclusive of weekends.

13.02 a) The regular work week for full-time employees will be up to forty (40) hours per week.

b) The regular work week for part-time employees will be up to twenty-four (24) regularly scheduled hours per week. It is also understood that part-time employees may work additional hours from time to time.

c) Relief Workers are not regularly scheduled and fill vacancies as required.

d) Employees will receive a one-half (1/2) hour paid meal break. Employees will receive two (2) paid rest periods of fifteen (15) minutes each half shift (only one if working 5.5 hours or less).

13.03 Work schedules will be posted at least one (1) month in advance, where feasible. Employees may exchange shifts with other employees in the same classification. Such exchanges must be provided in writing (email) to the Supervisor at least forty-eight (48) hours in advance. Shift changes require Supervisor approval. It is understood however that the Employer will not incur any penalty or premium resulting from such exchange of shifts.

13.04 Should an employee be required to report to work prior to the beginning of her shift or remain after her shift to clean up, make preparations for the next shift or for any other duties as the Employer may require.



- 13.05 All meetings with the employer including staff meetings and all mandatory training shall be done on work time, where feasible.

#### **ARTICLE 14 – OVERTIME**

- 14.01 Hours of work authorized by the Supervisor, in excess of the regular workweek under Article 13 (Hours of Work) above, shall be compensated for on the following basis:
- a) Employees who work in excess of their regular workweek up to forty-four (44) hours per week shall be entitled to pay at straight time for each authorized hour worked.
  - b) Employees who work more than forty-four (44) hours per week shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for each authorized hour.
- 14.02 Management will not use overtime to avoid recalling a laid off employee.
- 14.03 Where employees are called back to work by the Chief Executive Officer or designate after having completed a regular shift, and prior to the commencement of their next shift, they shall receive a minimum of three (3) hours of work or three (3) hours pay at their regular hourly rate (Subject to the requirements of Article 14.01).
- 14.04 In cases where emergency shift coverage is required, if relief staff or agency staff can not fill the vacancy, the staff on shift with the least seniority, who have completed probation will be required to stay to cover the shift. If the staff is required to stay for a double shift that goes overnight, and this staff is scheduled to work the following day, the shift for the following day will be covered.
- 14.05 If staff are required to stay as per article 14.04 and their planned mode of transportation would have been a bus, the employer shall reimburse for the cost of a taxi up to \$25.00 between the hours of midnight and 5:00am.

## **ARTICLE 15 – HOLIDAYS**

15.01 Subject to Article 15.02, regular full-time employees shall receive a recognized holiday off with pay in the amount of their regular straight time earnings, in accordance with the *Ontario Employment Standards Act, 2000*, as amended, for the following paid holidays:

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

When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be designated by the Employer as a holiday in lieu of the holiday falling on the Saturday or Sunday.

It is understood that when employees are required to work on the above mentioned holidays, those employees shall receive time and one half (1½) pay for all hours worked on that said holiday. It is understood that relief workers are required to work on the above-mentioned holidays, if necessary.

Holiday pay for part-time and relief employees will be pro-rated by the calculation established by the *Ontario Employment Standards Act, 2000*, as amended.

15.02 In order to qualify for payment of the above holiday(s), an employee is required to work their full scheduled shift immediately preceding and immediately following the holiday except where absence on either or both of the shifts is due to:

- a) verified personal illness or accident; or
- b) approved leave of absence of less than thirty (30) days; or,
- c) excused lateness
- d) excused early ending of shift

15.03 An employee shall be granted unpaid leave for an alternate religious holiday, upon written request to the Chief Executive Officer or designate at least six (6) weeks prior to the date of the religious holiday.

## **ARTICLE 16 – SHIFT WORK**

### **16.01 Changes to Daylight Saving Time**

At the time of change from Standard to Daylight Saving Time, employees working the night shift shall work ten (10) hours and be paid for eleven (11) hours. When reverting from daylight saving time to standard time, employees will work ten (10) hours and be paid ten (10) hours at straight time.

## **ARTICLE 17 – VACATION**

17.01 Vacation pay, as scheduled by the Employer, shall be granted to employees based on length of full-time continuous service and shall be accrued for each complete month of work from April 1 to March 31.

17.02 Vacation is accrued as follows:

- a) Employees with less than five (5) years full-time employment with the Employer shall be entitled to accrue vacation at the rate of 0.83 days per completed month of work;
- b) Employees with five (5) years to ten (10) years of full-time employment with the Employer shall be entitled to accrue vacation at the rate of 1.25 days per completed month of work;
- c) Employees who have completed more than ten (10) years of full-time employment with the Employer shall be entitled to accrue vacation at the rate of 1.67 days per completed month of work;

17.03 Part-time and relief employees will be paid four percent (4%) vacation pay up to five years of service and six percent (6%) after five years of completed years of service, on a semi-monthly basis.

17.04 For purposes of vacation pay, wages do not include vacation pay, contributions or any other non-cash benefits.

17.05 Part-time and Relief employees will earn vacation pay on a pro-rated basis calculated at the appropriate percentage in accordance with the above time entitlements. They will be paid for such on a semi-monthly basis.

17.06 Employees who leave the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay that has accrued to them to the date of their separation.

17.07 Absence from work, except on vacation, in excess of thirty (30) calendar days in the vacation year, shall result in a pro-rated loss of vacation. Employees on maternity or parental leave will be eligible to accrue unpaid vacation time during their leave.

17.08 Illness During Vacation

- a) Where an employee's scheduled vacation is interrupted due to a serious illness which either commenced prior to or during the scheduled vacation period, the period of illness may be considered sick leave.
- b) Serious illness is defined as an illness that requires the employee to receive ongoing medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for five (5) or more days. The Employer may, at its discretion, require a medical certificate to confirm such results.
- c) The portion of the employee's vacation which is deemed to be sick leave under the above provision may not be counted against the employee's vacation credits.

17.09 Where an eligible employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.08.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provision will not be counted against the employee's vacation credits.

17.10 Employees who leave the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay that has accrued to them to the date of separation.

17.11 Vacation must be approved by the CEO or designate. The selection of vacation dates will be granted on the basis of seniority and will be scheduled with the employee's agreement. The Employer shall determine the number of employees who will be on vacation at any one time.

- a. Vacation requests must be submitted by the employee to their supervisor by no later than April 1<sup>st</sup> of each year.

- b. The employee shall receive confirmation of their vacation request by no later than May 1<sup>st</sup> of each year.
- c. Any vacation requests submitted following the April 1<sup>st</sup> deadline will be approved on a first come, first served basis and seniority shall not be relevant in determining vacation approval.
- d. Vacation must be taken in days off. Employees shall be allowed to carry over unused vacation credits from one calendar year to the next to a maximum of forty (40) hours, which must be utilized by June 30<sup>th</sup> of the carry-over period. Any vacation carried over from the prior vacation period past June 30<sup>th</sup>, may be paid out by the Employer.
- e. Employees must submit vacation requests with a minimum of six (6) weeks notice.
- f. During the December-January Holiday period, employees must submit their vacation requests a minimum of eight (8) weeks in advance for approval. All employees must be available to work two of the three holidays (Christmas, Boxing Day or New Years). All employees will be required to work a minimum of one of these holidays and preference will be given by seniority.
- g. Subject to approval, the Employer may advance up to five (5) days of vacation. In the event that the employee's employment is terminated for any reason, the employer will deduct any owed vacation from the final paycheque and/or the employee will be required to reimburse the employer any amounts owed.

#### **ARTICLE 18 – PERSONAL TIME OFF, EMERGENCY & SICK LEAVE**

- 18.01 Full-time employees will be eligible for Personal Time Off (PTO) credits, which are to be used during periods of absence from work with full pay and benefits, related to personal time off including; illness or injury, wellness, dependent care, medical appointments of an employee. It is understood that employees are required to give as much notice as possible in advance in scheduling a PTO day unless utilizing for sick leave.
- 18.02 When utilizing PTO for sick days, a minimum of six (6) hours notice is required, except in emergencies.

- 18.03 Full-time employees will accrue PTO credits at the rate of 0.66 days for each completed month of work, up to maximum of eight (8) days per year. For regular part-time employees who work a minimum of twenty (20) hours per month, will accrue PTO credits at the rate of 0.16 days for each completed month of work, up to a maximum of two (2) days per year.
- 18.04 PTO credits do not continue to accrue while an employee is on sick leave, or any type of leave.
- 18.05 PTO credits will accumulate from the first completed month of work but cannot be used until the employee has successfully completed their probationary period.
- 18.06 The Employer may require a medical certificate after:
- a) eight (8) or more working days for employees;
  - b) two occasions per month for a minimum of two consecutive months.  
the day before or after a holiday, the day before or after approved vacation.
- 18.07 Relief are not eligible for any paid PTO or paid sick days.

## **ARTICLE 19 – LEAVES OF ABSENCE**

### **19.01 General**

Except in emergency, an employee may request a leave of absence without pay and without loss of seniority provided they give the Employer at least thirty (30) calendar days' notice in writing. The notice shall set out the reasons for the proposed leave of absence to a maximum of thirty (30) days, which may be extended by management. Such leave shall not be unreasonably denied.

Seniority will be retained but not accumulated during such leave and the Employer shall not be required to pay benefit costs during the leave nor will the employee be eligible to accumulate PTO credits during such leave.

Subject to any restrictions by the carrier, if an employee wishes to have their benefits continued during this leave, the employee will pay the full costs of such benefits. If the said employee does not pay for the benefits, the employer reserves the right to terminate the benefit plan for the individual.

#### 19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on the processing of grievances up to but not including mediation and/or arbitration. It is understood that the Employer will provide time off for mediation or arbitration as required.

#### 19.03 Leave of Absence for Union Functions, Conferences and Conventions

Upon request to the Employer, an employee elected or appointed to represent the Union at conferences and/or conventions shall be allowed leave of absence. Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated.

Based on the request of the Union, the employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.

Upon request by the Union, employees may be granted Union leave of absence by the Employer without pay or loss of seniority upon two (2) weeks' notice of the request for leave in writing, provided that no more than three (3) employees may be granted leave at the same time.

The Employer shall have the right to place reasonable limits on the number of days granted under this article where the number of days requested would unduly impair the operating capability of the locations affected.

#### 19.04 Leave of Absence for Full-Time Union or Public Duties

- a) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their terms of office.
- b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed, on request during their term of office.

- c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without loss of seniority and or benefits for a period of three (3) years. Such leave shall be renewed, on request during the term of office. The employer will continue to pay the employee and shall be reimbursed by the Union. If the said employee receives full-time employment with the Union, it is understood that the said employee will have resigned from the Employer.

#### 19.05 Emergency Leave

Emergency Leave, to deal with family and medical emergencies, shall be granted in accordance with the eligibility and requirements thereto and as defined in the *Ontario Employment Standards Act, as amended*.

#### 19.06 Maternity/Parental and Adoption Leave

Maternity/Parental/Adoption Leave shall be granted in accordance with the eligibility and requirements relating thereto and as defined in the *Ontario Employment Standards Act, as amended*.

#### 19.07 Bereavement Leave

Bereavement Leave with pay shall be granted upon request for up to five (5) working days due to the death of a family member. Immediate family member shall include live-in partner (meaning a partner with whom a person has cohabited for six consecutive months), spouse, mother, father, step-parents, guardian, siblings, children, mother-in-law, father-in-law, grandparent or grandchild.

One (1) day paid leave shall be granted for aunt, uncle, niece, nephew, brother-in-law or sister-in-law in order to attend or make arrangements for the funeral.

In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

#### 19.08 Jury Duty and Witness Duty

The Employer shall grant paid leave of absence to any full-time or part-time employee who is called as a juror or subpoenaed as a witness. The employee will be paid the difference between any jury service fees or witness fees and their regular rate of pay for those hours spent on jury duty or as a subpoenaed



crowd witness, not exceeding the regularly scheduled hours the employee normally would work on that day, up to a maximum of ten (10) days.

The employee must:

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

#### 19.09 Education Leave

A full-time employee may be eligible to take up to one (1) year education leave without pay and benefits, providing the request is made in writing as soon as possible, but no less than two (2) months before the effective date of the proposed leave, and shall be subject to the efficient operation of the Agency. The Employer's consent to such request will not be unreasonably withheld. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for 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.

#### 19.10 Return to Work Modified Language

The Employer and the Union agree to assist all workers suffering work related injuries/illness, in an early and safe return to work strategy consistent with WSIB requirements. An employee who suffers an injury or an occupational disease, which is covered under the *Workplace Safety and Insurance Act*.

If the injury or illness is recognized as compensable by the Workplace Safety and Insurance Board, the amount of the sick leave credits used shall be restored and the Employer shall be reimbursed for the value of those credits from the amount of the award.

Where an employee receives an award under the *Workplace Safety and Insurance Act*, the Employer agrees to maintain benefits coverage and seniority in accordance with the *Workplace Safety and Insurance Act*.

Employees who require workplace accommodation are entitled to Union representation when their return to work plan is being developed and implemented.

The Employer and the Union both recognize their obligations under the Human Rights Code to attempt to accommodate, short of undue hardship, an employee within the bargaining unit who is incapable due to disability to perform the essential duties or meet the essential requirements of their job. It is also recognized that the employee has an obligation to provide satisfactory medical evidence to the Employer concerning their incapability or restrictions. A request by the Employer that an employee be examined by the Employer's doctor shall not be made unreasonably.

Accommodation may include assigning the employee to an available vacant position in the bargaining unit, without posting, provided that the employee has the qualifications, skills and ability to perform the regular duties of the position. It is understood that such transfer shall not alter the bargaining unit seniority date of any employee. Further, should such transfer be to a position with a lower wage classification, the employee will be paid at the applicable rate in the lower wage classification.

#### **ARTICLE 20 – PAYMENT OF WAGES ALLOWANCES**

20.01 The Employer shall pay wages semi-monthly in accordance with Schedule “A” attached hereto, and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions. Such pay shall be by Direct Deposit. The employer will discuss any proposed changes to the pay schedule with the Union and provide a minimum of eight (8) weeks notice prior to any change.

#### 20.02 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with the collective agreement to a higher paying position carrying a salary range shall be placed in an experience grade in the new classification which is next higher than the rate of the employee's current classification.

#### 20.03 Pay on Temporary Transfer, Higher Rated Job

When an employee temporarily relieves or performs the principle duties of a higher paying position for one full day/shift or more, the employee shall receive the rate on the pay grid of the new position.

#### 20.04 Transportation Expenses

- a. Employees will be required to use their personal automobiles in the performance of their duties, however, when they do, they will be reimbursed for mileage at the rate as outlined in accordance with the CRA guidelines, which has been established at \$0.55 for the life of the collective agreement.
- b. All employees who use their automobile in the course of performing their duties, must as a condition of employment, secure and maintain a minimum of two million dollars (\$2,000,000) automobile insurance coverage for public liability and property damage. Those employees must possess and maintain a current, valid province of Ontario driver's license or equivalent as recognized by the province of Ontario.
- c. Employees who are unable to drive for work and therefore unable to perform their regular duties, may have their employment suspended, without pay, during the period of license suspension.
- d. The Employer shall provide employees with public transit tokens/tickets where an employee is required, as a normal part of their duties, to use public transit.
- e. The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred for work related activities.
- f. Employees are personally responsible for the payment of any tickets or fines the employee receives for failure to comply with the Provincial/Municipal legal requirements while driving the Employer's automobiles.

#### 20.05 Training and Professional Development

Where the Employer requires training for employees, the Employer will provide the reasonable tuition or registration fees, transportation, to employees who are required to attend training courses at locations outside the workplace. Attendance at such courses shall be considered work time and paid at the employee's applicable rate. If the employee fails to attend any training, without approval or valid reason from the Employer, the employee shall be required to repay any fees the Employer may have paid on their behalf.

### Recertification Training (First Aid/CPR, CPI and ASSIST):

- a) Required recertification training for employees will be paid by the Employer. Cost for associated materials will be provided, based on approval by the Employer.
- b) Employees shall be informed in writing of recertification opportunities. Employees who miss their required recertification training shall be responsible for their own recertification at the employees cost. Employees who do not take the required certification shall not be scheduled to work until such recertification is completed.
- c) Relief employees must work a minimum of ten (10) shifts per year in order to receive certification training. Relief employees who do not meet this requirement would be required to pay the costs of their recertification training. Training hours shall count as shifts worked.

Employees on an authorized leave of absence (such as on WSIB, Sick Leave, Maternity leave, education leave, LTD leaves, Union leave, etc.) are not deemed to have missed recertification.

## **ARTICLE 21 – BENEFITS**

### 21.01 Group Benefit Plan

The Employer shall continue to provide for all full-time employees a Health Benefit Plan. It is understood that any and all Benefit Plans are administered based on the Carrier/Providers policy and contract. Any such complaints must be directly submitted to the Insurance Carrier.

It is understood that the Employer may at any time substitute another carrier for any Plan provided the benefits are equivalent. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

After a regular full-time employee has completed their probationary period the Employer agrees to pay the premium costs of the single core employee group in accordance with the terms of the Employer's benefit plan as it may be amended or supplemented from time to time by the Employer.

In the event any employee is on a LOA, after thirty (30) days, the employee will be responsible to pay for their the full premiums of eligible health benefits up to a maximum of twelve (12) months. The Employer reserves the right to terminate the plan for non-payment.

## **ARTICLE 22 – TECHNOLOGICAL CHANGE**

22.01 The Employer shall provide the Union with as much notice as possible pertaining to any technological change, which may result in the lay-off of bargaining unit employees. Such notice will include information regarding the nature of the change, the dates on which the Employer proposes to effect such change, and the impact of such change on employees. Following such notice, the Employer will meet with the Union to discuss the impact of such changes on employees and to allow the Union the opportunity to respond.

## **ARTICLE 23 – HEALTH AND SAFETY**

23.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions which are a hazard to the health and safety of employees. The parties agree to comply with the *Occupational Health & Safety Act*.

23.02 A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives, at each location. The Health and Safety Committee shall hold meetings at least once every three (3) months. The Committee shall maintain minutes of all meetings which shall be posted.

23.03 Union representatives on the Committee shall be entitled to up to one (1) hour paid preparation time, upon notification to their supervisor prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

23.04 There shall be at least two (2) Union representatives at each site, who will be certified workers as defined under the *Occupational Health and Safety Act*, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the *Occupational Health and Safety Act* and/or the Collective Agreement, they shall be paid at the applicable rate.

## **ARTICLE 24 – GENERAL CONDITIONS**

24.01 The primary purpose of the video surveillance cameras is to ensure the safety and security of employees and clients. Should a complaint be made against an employee, either by another employee or by a client, that requires the Employer to review the video surveillance cameras, the employee and the Union will be notified.

When the Employer reviews the video surveillance cameras for the purpose of investigating a complaint, the Employer shall notify the Steward or Union Officer present, and provide the opportunity to review. Both parties agree that it is essential to ensure that all information obtained from reviewing the video surveillance cameras will remain confidential and affected employees will have the opportunity to review the video surveillance cameras with a Steward or Union Officer present, except where prohibited by privacy legislation.

#### **ARTICLE 25 – COPIES OF THE AGREEMENT**

25.01 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to share the costs to print sufficient copies of the Agreement at a competitive price agreed to by both parties. Copies of the agreement will be available electronically.

#### **ARTICLE 26 – NO STRIKES AND LOCKOUTS**

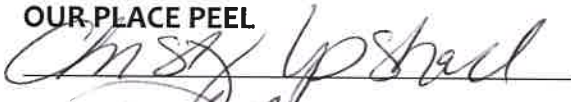

26.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government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

**ARTICLE 27- DURATION**



27.01 This Agreement shall be in effect from September 2017 and shall remain in effect up to and including March 31, 2021, and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days prior to the date of expiry that it desires amendments.

DATED at Mississauga, Ontario this 14 day of August 2019.

**FOR THE EMPLOYER  
OUR PLACE PEEL**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION  
CUPE LOCAL 5393**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #1**

**Re: Pay Equity**

It is understood that Our Place Peel has a “deemed approved” Pay Equity Plan that pre-dated certification.

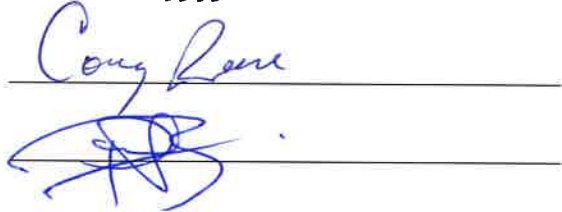
The Employer agrees to meet with the Union within the first year of ratification of the agreement, or as otherwise agreed, to review the Pay Equity Plan and relevant information for bargaining unit employees.

DATED at Mississauga, Ontario this 14 day of August 2019.

**FOR THE EMPLOYER  
OUR PLACE PEEL**

  
\_\_\_\_\_

**FOR THE UNION  
CUPE LOCAL 5393**

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING #2**  
**Re: Vulnerable Sector Safety and Security**

The Union and Employer agree that all employees at Our Place Peel are in a highly sensitive position of trust that requires contact with vulnerable populations, including those that may be minors.

An employee must disclose any criminal charges to the employer within 48 hours or prior to any work being performed.

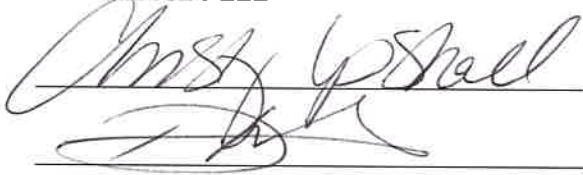
Where employees are in a position to uphold the safety and security of clients, it is understood that any employee who is charged with a crime that is related to the duties and responsibilities of their role with the Employer, will be subject to the following:

1. The employee will be suspended with pay for a maximum of seven (7) days, following the seven (7) day period, the suspension would continue without pay, from their role with the Employer.
2. The employee will have the right to choose the one of the following options:
  - i. Follow the dispute resolution process as outlined in the Collective Agreement (Grievance/Arbitration Process).
  - ii. The employee can elect to have their employment terminated and will have the right to any entitlements under the Employment Standards Act, 2000, as amended; or;
  - iii. The employee can continue their suspension up to a maximum of twenty-four (24) months without pay, with no additional entitlements. Following which the employee will abandon any employment rights and effectively resign from their employment.
  - iv. During the twenty-four (24) month period, if matters pertaining to the charges are resolved (i.e., charges are dismissed or the individual is found “not guilty”), the employee will have the option for reinstatement.

3. The employee must provide full disclosure, with all details, to ensure all risks of safety and security for clients are protected.

DATED at Mississauga, Ontario this 14 day of August 2019.

**FOR THE EMPLOYER**  
**OUR PLACE PEEL**



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**  
**CUPE LOCAL 5393**



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #3**  
**Re: Retirement Savings Program**

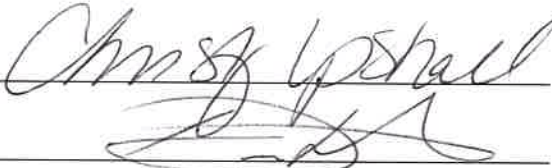
The Employer will endeavour to review the feasibility of a retirement savings program for the future.

Through this process, the Employer agrees to meet with the Union to review and discuss a recommendation from the Union. The Employer also agrees to participate in a presentation on the proposal (ex. Multi-Sector Plan).

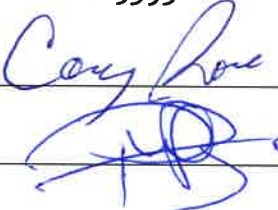
The Union also recognizes that the Employer may review alternative program providers in accordance with their procurement policies of evaluating a minimum of three potential providers.

DATED at Mississauga, Ontario this 14 day of August 2019.

**FOR THE EMPLOYER**  
**OUR PLACE PEEL**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**  
**CUPE LOCAL 5393**

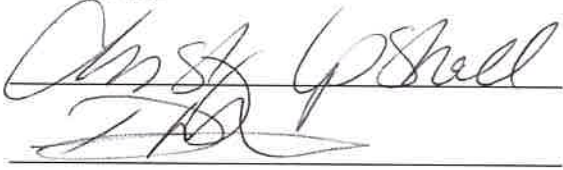
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Letter of Understanding #4**  
**Re: Family Support Counsellor Pay Category**


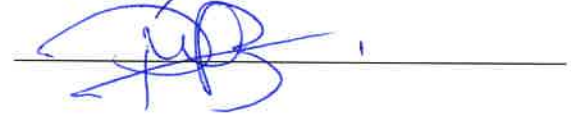
The Employer agrees to evaluate the "Family Support Counsellor" within the first ninety (90) days following ratification of the collective agreement, with an understanding that the classification should be considered as a higher paid category.

DATED at Mississauga, Ontario this 14 day of August 2019.

**FOR THE EMPLOYER**  
**OUR PLACE PEEL**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**  
**CUPE LOCAL 5393**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_