

COLLECTIVE AGREEMENT

between

Malton Neighbourhood Services
(Hereinafter called the "Employer")

and

The Canadian Union of Public Employees
and it's Local 5480
(Hereinafter called the "Union")

April 1, 2022 to March 31, 2025



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ARTICLE 1 – PURPOSE, RECOGNITION AND DEFINITIONS

1.01 Purpose of Agreement

The general purpose of this Collective Agreement (the “Collective Agreement”) is to establish and maintain lawful and orderly collective bargaining relations between Malton Neighbourhood Services (“the Employer”) and the Canadian Union of Public Employees and its Local 5480 (“the Union”) to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions and wages for the bargaining unit employees.

The Union recognizes that the Employer is a non-profit organization and relies on financial support of government and non-governmental funding.

1.02 No Other Agreement

The Employer shall not enter into any agreement of contract with those employees for whom the Union has bargaining rights, either individually or collectively.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the name of its officers.

1.03 No Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

This article shall not impinge on Employer's service agreement with partner agencies.

1.04 Work of the Bargaining Unit

Employees, students, and volunteers of the Employer not covered by this Collective Agreement shall not perform work normally performed by bargaining unit employees, except in cases of emergency, for training, where employees are not available such as, sickness, coffee breaks, or other circumstances agree to by the Parties for a short duration (less than three (3) hours) while awaiting arrival of a regular employee. In case of “other circumstances”, the Employer shall notify the Union within three (3) business days of the “other circumstances” which shall be an agenda item for the next Labour Management

Committee Meeting to determine if the parties are in agreement with the circumstances. If no agreement is reached, assigning coverage to future similar circumstances shall be subject to the grievance procedure.

1.05 Printing of the Agreement

The Union and 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 on a fifty percent (50%) basis.

ARTICLE 2 – SCOPE

2.01 Scope Clause

The Employer recognizes the Union as the exclusive bargaining agent for all employees of Malton Neighbourhood Services in the Region of Peel, Ontario, save and except persons above the rank of supervisor, finance department employees, human resources department employees, students, and the executive assistant to the Executive Director.

2.02 Status of Employees

- a. Subject to the below, a "full-time" employee shall be deemed to be defined as an employee who has a regular schedule and regularly works thirty-five (35) hours per week or more.
- b. In the case of LINC instructors and Canadian Newcomer Childcare (CNC) workers only, a "full-time" employee shall be deemed to be defined as an employee who has a regular schedule and regularly works at least twenty-five (25) hours per week
- c. A "part-time" employee shall be deemed to be defined as an employee who is regularly scheduled to work on average less than thirty-five (35) hours per week.
- d. In the case of LINC instructors and Canadian Newcomer Childcare (CNC) workers only, a "part-time" employee shall be defined as an employee who is regularly scheduled to work on average less than twenty-five (25) hours per week.
- e. An "on-call" employee shall be defined as an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and requirements and the employee's availability. These employees have the right to decline work. These

positions are used to fill a vacancy due to absence of a regular staff or to fill a shift that requires a particular language.

- f. Contract employees can be either full-time or part-time, but are employees hired for a fixed term, generally tied to a specific term project or to temporarily replace an employee who is on an approved leave of absence.

ARTICLE 3 – HARASSMENT, DISCRIMINATION AND HUMAN RIGHTS

3.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against and not be discriminated against, intimidated, interfered with, restrained or coerced for reasons of sex, age, marital status, family status, sexual orientation, race, ancestry, colour, creed, place of origin, ethnic origin, citizenship, disability, record of offences, gender identity, gender expression, or for any other reason that is contrary to the Ontario Human Rights Code. Any allegation that either party has acted in a manner inconsistent with the provisions of the Ontario Human Rights Code with respect to any employee may be dealt with in accordance with the grievance and arbitration procedures established herein.

3.02 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

3.03 Sexual Harassment

The Employer agrees to provide to the Union a copy of the policy against sexual harassment for review and response, prior to sending out to staff, and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. All staff will be advised of the new policy.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes that management of the Employer and the direction of its employees rests exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing including the right:

- a. To hire, discharge, assign, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline Employees, provided that a claim that an Employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided;
- b. To determine job classification and duties, amend job classification, hours of work, location of work and methods of doing the work;
- c. To determine the number of employees required from time to time, and the standards of performance required from each employee;
- d. To put into effect, enforce and alter policies, procedure, rules, and regulations governing conduct of the employees;
- e. Have the sole and exclusive jurisdiction over all operations, locations, facilities, programs, equipment, and employees.

Failure by the Employer to exercise any of its management rights shall not be considered as a waiver or abandonment of any such rights nor shall it preclude the Employer from exercising such rights in future.

It is agreed that these rights shall be exercised in a manner which is fair and consistent.

4.02 Policy Changes

Under normal circumstances, the Employer will, whenever possible, post new or revised policies one (1) month in advance of the policy coming into effect, with a copy sent to the Union. If the Employer is unable to provide one (1) month notice the Union will be notified of the new or revised policy prior to its implementation.

4.03 Application of Management Rights

The Employer agrees that in exercising its rights as set out in Article 4.01 above, it will not act in a manner that is inconsistent with the terms of this Agreement.

ARTICLE 5 – NO STRIKES AND LOCKOUTS

5.01 No Strikes and Lockouts

- a. In view of the orderly procedures established by this Collective Agreement for the settling of disputes and the handling of grievances, the Employer agrees that there shall be no lockout during the life of the Collective Agreement and the Union agrees that during the life of the Collective

Agreement its members will not sanction, call nor participate in a strike in accordance with Provincial Government Laws including the Labour Relations Act of Ontario.

- b. The Employer reserves the right to discharge or otherwise discipline any employee who participates in activity in violation of this Article and the Union agrees to repudiate any such activity forthwith and do all in its power to ensure that its members return to work and resume their employment obligations. The Union reserves the right to file a grievance for any discipline or discharge issued by the Employer.

ARTICLE 6 – UNION SECURITY AND REPRESENTATION

6.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

6.02 Deductions

The parties agree to compulsory check-off of Union dues, a one (1) time initiation and or readmission fee or assessments levied by the Union on its members. The amount to be deducted shall be the regular Union dues as established by the Union. In the event that the employee does not work and therefore there is no pay, there will be no deductions made by the Employer.

The Union will notify the Employer of the amounts to be deducted and any changes thereto in writing, thirty (30) days prior to the effective date. Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded by electronic file transfer to the Union by the fifteenth (15th) of the following month.

The Employer shall forward dues deductions and any fees or levies by electronic file transfer to the National Secretary-Treasurer of the Union, along with a list of all employees in the Bargaining Unit the wages earned during the month by these members and differentiate between the dues and fees deducted, with a copy to the Local Secretary-Treasurer.

The Union will indemnify and save the Employer harmless from any and all claims, which may be made against it by an employee or employees for amounts deducted and remitted from pay as provided by this article.

6.03 Union Officers and Committee Members

Union officers and Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, for the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent during regular working hours in performing these duties, including work performed on various committees mutually agreed upon in writing by the parties, shall be considered as time worked.

6.04 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union. The Employer reserves the right to deny permission due to reasons such as but not limited to the availability of space. Such written permission will not be unreasonably withheld. Employees outside of the bargaining unit will not be in the room during the Union's meeting.

6.05 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail (if applicable) and, if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, contract, on-call), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

6.06 Union Orientation

- a. The Employer agrees to notify 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 Security and Dues Check-Off.
- b. The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired bargaining unit employee, once (1x) during the employee's first (1st) week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated

by the Employer for such interview and shall not exceed fifteen (15) minutes in duration.

- c. Outside of the new hire orientation meeting, the Union will not engage in Union activities during working hours or hold organized meetings at any time on the premises of the Employer without the permission of the Employer, which will not be unreasonably withheld.

6.07 Training of New Staff

New hires shall be provided access to all policies and procedures in order to ensure consistent and accurate understanding. These policies and procedures will be reviewed in detail with their supervisor or prior to signing off. New hires will have the opportunity to follow up with their supervisor regarding any questions related to the policies and procedures.

6.08 New Employees

Within ten (10) working days of the start of employment of a new employee, the Employer shall notify the Union, in writing, of the new hire.

6.09 Canadian Union of Public Employees Representative

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon prior notice of at least forty-eight (48) hours to the Executive Director (or designate) and/or a scheduled meeting with the Employer, such representatives(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

6.10 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

6.11 Correspondence and Communication

All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall pass to and from the Executive Director of the Employer, or their designate, and the President of the Local with a copy to the Recording Secretary of the Local and/or the National representative or their designate. The Union shall inform the Employer in writing of the name and address of the Recording Secretary of the Union, and of any changes as they occur.

6.12 Union Notification

The Union shall be notified of all appointments, hiring, layoffs, recalls, and terminations of employment at the end of each month.

6.13 Bulletin Board

The Employer shall provide space for the Union, to install a one (1) physical bulletin board at each MNS worksite. For those staff who do not have access to a physical bulletin board at their worksite, the Union will provide a digital equivalent. The Union shall have the right to post notices and information for its members. These boards will be located in areas that are highly visible and accessible to employees. Such bulletin board will not be used to post personal information or anything of a derogatory nature that specifically refers towards the Employer, employees, or funders.

The bulletin boards shall be used solely for postings by the Union. The board will have a glass or other locking cover. A key, accessible to the Director, will be kept in a secure location at the site.

Satellite locations are worksites located outside of the Employer's property (owned or rented) and where there is no office space or dedicated space for the Employer's business activities. These locations are not required to have a Union bulletin board.

ARTICLE 7 – WAGES AND REIMBURSEMENTS

7.01 Wages

The Employer shall pay wages bi-weekly in accordance with Schedule "A" and forming part of this Agreement. On each payday, each employee's pay statement shall be provided with an itemized statement of their wages and deductions. Payment of wages shall be by Direct Deposit.

7.02 Transportation Cost Reimbursement

Employer agrees to pay an Employee the per kilometer automobile allowance rate set annually by National Joint Council if an Employee uses their own automobile for business travel which is approved by their immediate supervisor. Employees required to utilize public transportation for Employer business will be reimbursed for the cost of such public transportation.

It is understood and agreed that employees using their personal vehicles for the Employer's business must have a valid driver's license and shall maintain third

party insurance coverage in an amount not less than one million dollars (\$1,000,000).

ARTICLE 8 – HOURS OF WORK

8.01 Hours of Work

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. Management will determine required hours of work.

8.02 Work Schedules

It is understood that work schedules are established for each employee relative to their function and responsibility and such work schedules shall be established by the Employer. It is recognized that the organization requires staff to work non-traditional working hours, including evenings, weekends, overnights and holidays.

8.03 Staff Meetings

Employees off shift shall receive lieu time equal to the time spent in staff meetings during their time off.

8.04 Call-In

When employees become aware that they will be absent unexpectedly from an assigned shift:

They will notify their direct supervisor by telephone at the number provided by the Employer. While it is expected that the supervisor will answer the call-in person, if the supervisor does not answer, the employee will:

- a. Leave a voice and/or text message for their supervisor providing their name, the reason for the absence, and the date and time of the shift(s) from which they shall be absent; and
- b. Send an email to or leave a message at a central email id/phone number provided by the Employer only providing their name and the date and time of the shift(s) from which they shall be absent.

Notification should be provided for:

- a. Morning shifts either the night before the shift, or at or before four (4) hours prior to the start of their shift.
- b. For afternoon or evening shifts: at or before four (4) hours prior to the start of their shift.

- c. Exceptional circumstances and/or emergencies shall be taken into consideration when the above timelines cannot be met.

ARTICLE 9 – OVERTIME

9.01 Overtime

- a. Where work in excess of the normally scheduled hours per week is required and approved by the Employer, the Employee shall be compensated by being given an equivalent amount of time off to be taken at a time mutually agreeable between the Employee and the Employer, except that all work in excess of forty-four (44) hours per week shall be paid or accumulated in lieu at the rate of time and one half (1 ½).
- b. Lieu time shall be accumulated/banked to a maximum of up to twenty-one (21) hours unless by mutual agreed upon in writing by the parties.
- c. Banked Lieu Time must be taken within four (4) weeks of the week in which the overtime was earned and at the discretion of the employee with prior approval from the Employer.
- d. Requests to use banked Lieu time will not be unreasonably denied.

9.02 Overtime Scheduling

The Union on behalf of the Employees specifically agrees that work in excess of their regularly scheduled hours per week shall be performed by Employees so scheduled up to forty-four (44) hours in any work week unless an Employee's reason or reasons for not working is satisfactory to the Employer. Work scheduled beyond forty-four (44) hours in any work week or above the regularly scheduled hours per day shall be performed on a voluntary basis with the Employee's consent.

ARTICLE 10 – SICK LEAVE

10.01 Sick Leave Defined

The Employer provides protection for specified employees against loss of income sustained because of illness or injury for which compensation is not payable under the Workplace Safety and Insurance Act. Sick leave shall be available for employee sickness, disability, or accident.

10.02 Full-time Employee Sick Leave

Full-time employees will receive sick leave credit at a rate of one (1) day for

each month worked. Eligibility for the accumulation of the sick credits commences on the completion of the probationary period.

10.03 Part-time, Casual and Contract Employee Sick Leave

Part Time Workers and Casual On-Call workers and contract workers are not eligible to be paid for sick leave.

10.04 Sick Leave Carry Over

Employees may not carry over unused sick leave credits to the following year.

10.05 Regular Medical and Dental Appointments

Employees will make a reasonable effort to schedule regular medical and dental appointments outside of working hours. However, time taken for dental and medical appointments which cannot be scheduled outside of regular working hours must be arranged with the Program Manager/Supervisor. The time will be deducted from accumulated sick time balance, as applicable. If there is insufficient or no sick time accumulation, the time taken off will be unpaid or the Employee may request flexible working hours to accommodate the appointment. If program structure allows, flexible working hours will not be unreasonably denied.

10.06 Additional Absence

If all sick leave has been exhausted, the employee may request a leave of absence without pay or use vacation time and/or lieu time accumulated. A request for such leave shall be made, in writing, with a minimum of five (5) days notice, to the immediate Manager/Director and the granting of such leave must have the approval of the Executive Director or their designate. Such leave will not unreasonably be denied.

ARTICLE 11 – VACATION

11.01 Full-Time Employee Vacation

Full-time employees will accrue vacation with pay for the length of service as shown below:

- a. **From day one (1) of employment to the first anniversary (0-1 years):**
0.83 days for each month worked.
- b. **After one (1) year but less than five (5) years of continuous service (1-5 years):** 1.25 days for each month worked.

- c. **After five (5) years and beyond of continuous service (5+ years):** 1.67 days for each month worked.

Paid vacation days must be taken as time off. Accrued vacation balances are allotted on the last day of the month. Vacation balance can only be accumulated for up to twenty (20) days at any given time.

Employees will accrue vacation from day one (1) but cannot use it as time off during their probationary period. If the employment ends during the probationary period, employees will be paid the accrued vacation pay.

11.02 Part-Time and Casual On-Call Employee Vacation

- a. As per the Employment Standards Act, all part-time, contract, or hourly employees shall receive four percent (4%) of gross wages as "Vacation Pay" if the employee's period of employment is less than five (5) years.
- b. As per the Employment Standards Act, all part-time, contract, or hourly employees shall receive six percent (6%) of gross wages as "Vacation Pay" if the employee's period of employment (5) years or more.

11.03 Vacation Entitlement

All vacation entitlement is calculated from the date of employment.

11.04 Vacation Entitlement while on Probation

Employees that are on a probation period are not entitled to Vacation Time but are entitled to four percent (4%) of their gross wages ("Vacation Pay"), as per the Employment Standards Act.

During the Probation/Introductory Period full time employees accrue four percent (4%) of their wages toward vacation time. This time will be added upon successful completion of probationary period. During the Probation period Part-Time employees will receive four percent (4%) vacation in pay.

11.05 Consecutive Days

Requests for more than ten (10) consecutive days of vacation is subject to the operational needs as assessed by the Executive Director.

11.06 Vacation Scheduling

Vacations shall be taken at any mutually agreeable time, subject to the approval of the immediate manager, and such approval will not unreasonably be denied. Managers will respond to the vacation request within ten (10) working days.

Where possible, every effort will be made to accommodate employees in their choice of vacation times.

Where one (1) or more vacation requests are received for the same time period, seniority will be the governing factor.

11.07 Sick Time and Vacation

Once an employee commences vacation, sick leave cannot be claimed - except in the case of hospitalization.

If an employee remains sick, due to illness or injury, after the vacation time has ended, then sick leave can be claimed.

11.08 Vacation Accrual During Leaves

Paid vacation time will continue to accrue while an employee is away from work due to short term sickness (up to twelve (12) days of sick time) or injury. As per ESA, employees will accrue unpaid vacation time while on approved leaves such as pregnancy, parental and family medical leaves.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 General Leave of Absence

The Executive Director, or their designate, may grant a leave of absence without pay to an employee. During such personal leave an employee shall be allowed to continue enrolment in the Employer's benefit plan at their own expense, subject to the terms of the benefit plan, however, no sick leave or vacation will accrue for the duration of the leave. Seniority shall accumulate for leaves of absence of one (1) month or less but shall cease to accumulate thereafter for the remainder of the leave.

- a. All requests for such leave of absence shall be in writing to the Executive Director as far in advance as practical with a minimum of one (1) week's notice required for every one (1) week of requested leave of absence.
- b. If an emergency arises which precludes an employee being able to provide advance notice as outlined above, the employee shall provide a signed letter outlining the reasons for not giving advance notice. This letter must be submitted before proceeding on leave.
- c. The decision will be made on a case-by-case basis and decision made by the Executive Director in consultation with the Department Manager shall be final.

- d. All requests for leaves of absence shall be assessed against the needs of the Employer, but will not be unreasonably denied
- e. Leaves of absence will not be granted to allow an employee to take employment in another organization.

12.02 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 discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

12.03 Jury or Court Witness Duty

The Employer shall grant leave of absence, without loss of seniority and benefits, to an Employee who serves as a juror or witness in any court. The Employer shall continue to pay regular wages during this period and the Employee shall give to the Employer any witness or juror fees received, excluding any amount received by the Employee for traveling, meal, or other expenses. The Employees will present proof of service and the amount of pay received.

Time spent by an Employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked and shall be paid at the current rate of pay.

12.04 Pregnancy, Parental and Adoption Leave

Unless otherwise amended herein, Pregnancy, Parental and Adoption Leave will be granted, without pay in accordance with the Employment Standards Act of Ontario.

Pregnancy Leave:

- a. An employee who is pregnant shall be entitled, upon ratification, to Pregnancy Leave and Parental Leave, immediately thereafter. Pregnancy Leave shall be granted for seventeen (17) weeks, which may begin no earlier than seventeen (17) weeks before the expected birth date.
- b. If possible, the employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence. Upon request by the Employer, the Employee must provide a certificate from a medical practitioner (which may include a medical doctor, a midwife, or a nurse practitioner) stating the baby's due date.

- c. The employee must have started employment at least thirteen (13) weeks prior to the expected date of birth.
- d. Once started, the employee may shorten the duration of the leave of absence requested under this Article upon giving four (4) weeks' notice of their intention to do so. Any request that would extend the leave beyond the allotted seventeen (17) weeks must be in writing four (4) weeks in advance and must be approved by the Employer.
- e. During the period of leave, the employee may continue benefit coverage provided the employee continues to pay their share, if any, of the cost of the benefits.
- f. An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer four (4) weeks prior to the end of their leave. The employee will be returned to their former position or exercise bumping rights to a comparable position if it no longer exists.
- g. Upon expiry of the seventeen (17) weeks Pregnancy Leave, an employee may immediately commence Parental Leave, as provided under the Parental Leave provisions of this agreement. If possible, the employee shall give the Employer at least four (4) weeks' notice in writing that they intend to take Parental Leave.
- h. Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

Parental /Adoption Leave

- a. An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b. A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own. This includes same-sex couples.
- c. Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care, and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy

leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

- d. If possible, the employee shall give the Employer four (4) weeks' notice, in writing, of the commencement of Parental or Adoption Leave of absence unless, in the case of Adoption Leave, they are prevented from doing so by reason of the child coming under the care earlier than expected. An employee who wishes to change their return to work date must give the Employer four (4) weeks' written notice.
- e. During the period of leave, the employee may continue benefit coverage, provided the employee continues to pay their share, if any, of the cost of the benefits.
- f. An employee who intends to resume her employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer four (4) weeks prior to the end of their leave. The employee will be returned to their former position or exercise bumping rights to a comparable position if it no longer exists.
- g. Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards

12.05 Bereavement Leave

Paid leave up to three (3) working days may be granted in the event of the death of an employee's immediate family including:

- a. spouse (includes both married and unmarried couples, of the same or opposite genders).
- b. parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild, or step-grandchild of the employee or the employee's spouse.
- c. spouse of the employee's child.
- d. brother or sister of the employee.
- e. relative of the employee who is dependent on the employee for care or assistance.

All full-time employees may take up to one (1) day off with pay to attend the funeral of a close, non-immediate family member or relative residing with the

employee. This time off will be considered by the employee's manager on a case-by-case basis.

12.06 Family Medical Leave

Employees shall be granted an unpaid leave of up to 28 (twenty-eight) weeks in a 52 (fifty-two) week period to care for a seriously ill family member or individual like a family member. The employee may request an extension to the leave-in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied for an unpaid leave of up to twenty-eight (28) weeks in a fifty-two (52) week period. This leave is in addition to all other existing leave provisions in the Collective Agreement.

Employees continue to earn credits toward the length of employment, length of service, unpaid vacation time and seniority during periods of leave as per the Employment Standards Act (ESA) of Ontario.

If the employee chooses to make contributions to the benefits plan for the period of the leave, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position or exercise bumping rights to a comparable position if the original position no longer exists.

12.07 Leave for Union Functions

The Employer agrees to grant Leave of Absence without pay for up to four (4) Employees from different programs wishing to attend functions of the Union and provided that the ability of the Employer to render service to clients is not affected.

- a. Request for leave up to two (2) consecutive days shall be made to Employer at least fifteen (15) days in advance. If the leave is more than two (2) consecutive days, the request shall be made to the Employer at least thirty (30) days in advance.
- b. Employer shall continue the Employee's regular pay and shall invoice the Union for the gross salary paid.
- c. Should a conflict arise regarding operational coverage due to such requested leave, the Union and Employer agree to discuss coverage, and if no coverage is available, the Employer will deny the request.

ARTICLE 13 – PAID HOLIDAYS

13.01 Paid Holidays

There shall be twelve (12) fixed paid holidays, as follows:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- National Day of Truth and Reconciliation
- Thanksgiving Day
- Christmas Day
- Boxing Day

13.02 Working on Holidays

All employees who are required to work on any of the above-mentioned holidays shall either:

- a. Be paid for all work performed at one and one-half (1 ½) times their regular hourly rate for all normal hours of work on that day; or
- b. Substitute another working day for the statutory holiday to be taken at a mutually agreeable time between the employee and Employer.

13.03 Voluntary

It is understood that work on paid holidays (Article 13.02) is voluntary, unless that is ordinarily a working day for the employee as per Employment Standard Act (ESA), and based on seniority, (by classification) except where there are insufficient volunteers. In such cases, the Employer may require employees to work on a paid holiday, in reverse seniority.

Public holiday pay for employees with non-standard work schedules will be calculated per Employment Standard Act (ESA) public holiday pay calculator.

ARTICLE 14 – COMMITTEES

14.01 Union Management Committee

- a. Committee Structure

Union Management Committee shall be established consisting of three (3) representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

b. Purpose of Committee

The purpose of the Committee is to discuss issues relating to the workplace which affect the parties of bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings.

c. Meetings of Committee

The Committee shall meet at least four (4) times per year at a mutually agreeable time and place or within ten (10) days after written request by either party. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

d. Chairperson of the Meeting

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

e. Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative, and the Employer shall each receive an electronically signed copy of the minutes via email within three (3) days following the meeting.

f. Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

- g. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

14.02 Occupational Health and Safety Committee

The parties agree to the following:

- a. The Employer, the Union and the employees shall abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness.
- b. The Joint Health and Safety Committee shall meet a minimum of four (4) times per year, or as requested by either party, to identify potential dangers and to recommend means of improving the health and safety programs.
- c. The time spent at Joint Health and Safety Committee meetings shall be considered as time worked in accordance with the Occupational Health and Safety Act.
- d. A representative from the Employee members of the JHSC and one (1) Representative of the management members of the JHSC shall be trained and certified as required by the Occupational Health and Safety Act (Ontario). The cost of the training shall be the responsibility of the Employer. The Employee representative shall be paid their normal rate of pay when completing the training and certification.
- e. Employee representatives on the Committee shall be entitled to one (1) hour paid preparation time prior to each Committee meeting time.
- f. Meetings shall include at least one (1) worker representative from every location with more than five (5) staff as per Ontario Health & Safety Act (OHSA).

14.03 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer (excluding hired lawyers or a bargaining agent), as appointees of the Employer, and not more than four (4) members of the Union as appointees of the Union (excluding CUPE National Representative). The Union will advise the Employer in writing of the Union nominees to the Committee. Both parties may have assistance from subject experts with prior notification.

Bargaining Committee members shall be entitled to leave their work during working hours in order to participate in negotiation meetings. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

The Employer shall pay employee members of the Union Bargaining Committee for time lost from scheduled work during their working hours to attend negotiations with the Employer representatives up to the date upon which a "No Board Report" is received. Such payment shall be at the employee's regular rate of pay. When the request for a "No Board Report" is received, such payment shall cease.

ARTICLE 15 – JOB POSTINGS / RECRUITMENT AND HIRING

15.01 Job Postings

a. Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall send out an e-mail notice to all employees with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be sent out via e-mail notice to all employees with a copy to the Union.

The Employer may also contemporaneously post the position externally during this five (5) day period. The Employer shall consider all internal applicants before outside applicants. For further clarification, the Employer agrees that they will complete the internal applicant screening process before consideration will be given to any external candidates.

b. Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c. Temporary Job Postings

A vacancy which is anticipated to occur for more than six (6) weeks will be posted stating that the position is temporary and shall indicate the estimated duration of the temporary job. This vacancy will be posted and be available to Union members on a secondment basis for the duration of the contract. In any event, the temporary job shall not exceed twelve (12) months, except in cases of parental leaves which may be up to eighteen (18) months.

d. Internal Secondment

Union members who apply for and are the successful candidate to an internal temporary contract will retain all their rights and obligations as members of the Union, and their jobs will be held open for them for the duration of the contract, up to a period of twelve (12) months (parental leaves – eighteen (18) months.) This period may be extended once, for a further period, upon mutual agreement in writing, between the Union and the Employer. An employee filling in a temporary job shall not bid on any other vacancies until the last month of their current temporary position unless they have worked more than half of their current temporary contract and the newly vacant position available is permanent in nature.

e. Successful Applicant

The successful internal applicant will fill the vacancy within two (2) weeks from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

f. Transfers

When a permanent, full time, part time, temporary, or casual on-call vacancy occurs within the bargaining unit, a fulltime and part time staff member within the same job classification applies for the position, it shall be considered a transfer and staff member will not be required to interview for the position.

g. Full time preference:

Where it is practical the Employer will combine the hours and post it as one (1) vacancy instead of splitting it into several positions. The Employer agrees that it is preferable to post as a full-time position.

15.02 Information in Postings

The job posting shall contain the following information:

- a. job title;
- b. brief description of the nature of the job;
- c. location;
- d. hours of work;
- e. rate of pay;
- f. qualifications and experience required to perform the job;
- g. the deadline and process for applying.

15.03 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

It is the employee's responsibility to make themselves available for the recruitment process while on vacation or leave of absence.

15.04 Injured Employees

An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties shall be accommodated to the point of undue hardship, including, where possible, being provided with alternate suitable employment.

The Employer, employee, and Union will work together to ensure the employee is accommodated to the point of undue hardship under the Human Rights Code.

In all cases requiring medical accommodation, the employee is required to provide such relevant medical information to support the need for accommodation.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of sixty (60) calendar days. Conditional on satisfactory service, such trial promotion shall become permanent after the period. The trial period may be extended upon mutual agreement by the Parties.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority and wage or salary.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary.

If the successful applicant returns to their previous position within four (4) weeks, any unsuccessful applicants for the original posting will then be considered in accordance with Article 15. If there are no successful applicants, then the position would be reposted. Should the employee's position no longer exist, the employee may exercise their bumping rights under Article 18. The vacant position will be reposted in accordance with Article 15.

15.06 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification and provide to the Union notification of the new classification as soon as possible.

The Employer will provide to the Union the new classification responsibilities, duties and requirements.

All new classifications are subject to ESA, pay equity (and pay equity review / maintenance), and any other act, law, or statute. The Union reserves the right to present issues at labour management meetings, grieve or file complaints with appropriate authorities regarding any violations including wage discrepancies and total compensation.

ARTICLE 16 – SENIORITY

16.01 Seniority Defined

Seniority shall be established on the basis of the length of an Employee's service with the Employer in the Bargaining Unit following the last date of hire in the bargaining unit position. For the purpose of the Agreement, seniority shall be deemed to accrue in the following circumstances only:

- a. while actually at work for the organization;
- b. while on vacation;
- c. while on a paid holiday;
- d. while on all paid leaves of absence;
- e. while on Pregnancy/Parental Leave;
- f. while on WSIB benefits;
- g. while on paid sick leave;
- h. while on all authorized leaves under the ESA; or
- i. while on a natural break in service including during summer or winter breaks for the LINC, After-School Program and SWIS programs.

16.02 Calculation of Seniority

If an employee transfers from part-time or casual/ on-call to full-time, the following method shall be used to calculate their seniority from one (1) group to another for purposes of establishing seniority date:

- a. one thousand five hundred and sixty (1560) hours paid equals one (1) year for non-LINC instructor positions; and
- b. LINC instructor positions will be 1200 hours paid equals one (1) year.

16.03 Seniority by Lottery

Where two (2) or more employees commence work on the same day, seniority shall be determined by a lottery, whereby affected employees will be invited to participate in the process.

16.04 Updating and Posting Seniority Lists

- a. The Employer shall post seniority lists every May and October showing the seniority date for each employee, with a copy sent to the Union.
- b. For layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the notice of layoff was given.
- c. The Union must bring any dispute regarding an Employee's seniority date to the Employer's attention within forty-five (45) calendar days of being provided the seniority list, failing which the seniority list shall be deemed to be accurate.

16.05 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event the employee:

- a. Retires;
- b. Is discharged for just cause and is not reinstated;
- c. Voluntarily leaves the employ of The Employer and does not rescind the resignation within forty-eight (48) hours;
- d. Is absent from work in excess of three (3) days or more scheduled shifts without sufficient cause and written notification to the Employer;

- e. Fails to return to work within three (3) scheduled shifts following a lay-off and after being notified by registered mail. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- f. Is laid off in excess of twelve (12) months.

For clarity, an employee shall continue to accrue seniority if the break in service is due to a natural break in service including summer or winter breaks.

16.06 Seniority List

A global seniority list showing all bargaining unit employees, their status (i.e. full time, part time, On-Call or contract position, active, on leave etc.), seniority and the original date of their hire shall be kept.

For employees employed as of the date of ratification, "original date of hire" shall mean the date they were first hired into any position with the Employer. For employees hired after date of ratification, the employee's "original date of hire" shall mean the date they were first hired to a full-time, part-time, on-call or contract position in the bargaining unit.

An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in this Collective Agreement.

16.07 Role of Seniority

Seniority will operate on a bargaining unit wide basis, with the exception of Article 18 (Layoff and Recall) where a part-time employee will not be able to bump a full-time employee and a casual on-call employee will not be able to bump a full-time or part-time employee.

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

16.08 Acting (Emergency) Temporary Assignment

Employees who are assigned to perform the acting duties of a higher or different classification covered by this Agreement for more than three (3) days shall receive the rate of the position they are assigned, or their own rate of pay, whichever is the higher.

ARTICLE 17 – PROBATIONARY EMPLOYEES

17.01 Probationary Employees

- a. Newly hired employees shall be considered on a probationary basis for a period of three (3) calendar months.
- b. During the probationary period, employees shall be entitled to rights and privileges of this Agreement unless otherwise specified.
- c. After completion of the probationary period, seniority shall be effective from the original date of employment.
- d. During the probationary period, an employee shall be considered as being on a trial basis and may be dismissed at the sole discretion of the Employer. Any termination occurring during the probationary period shall be deemed to be just cause for termination or release without notice and shall not be the subject of a grievance and/or arbitration, unless it is alleged that there has been discrimination contrary to the Ontario Human Rights Code relating to the termination, or that the termination is arbitrary, or in bad faith.
- e. The probationary period may be extended by the number of days that a probationary employee is off due to:
 - i. illness, for the number of days in excess of five (5) working days;
 - ii. workplace injury; and/or
 - iii. approved leave of absence.

ARTICLE 18 – LAYOFF AND RECALL

18.01 Notification to Union of Imminent Layoffs

Prior to the issue of notice of layoff to Employees in the Bargaining Unit, the Employer shall meet with the Union to notify the Union that a layoff may be necessary, rationale and to discuss the options other than a layoff to a bargaining unit position.

The Employer will endeavour to give as much notice as possible prior to issuing a notice of layoff to Employees in the Bargaining Unit. The Employer shall meet with the Union to notify the Union that a layoff may be necessary, the rationale, and to discuss the options other than a layoff to a bargaining unit position.

In the event of a proposed layoff, the Employer agrees to provide employees with a minimum of ten (10) working days notice of a layoff, or notice as required

by the Employment Standards Act, whichever is greater. The Employee shall have Union representation.

18.02 Definition of Layoff

- a. A layoff shall be defined as the reduction in hours up to and including the elimination of a position held by a permanent employee in the bargaining unit.
- b. A temporary layoff is as defined as in the ESA. This shall refer to emergency situations which affect the operation of programs. All efforts will be made to provide reasonable alternative locations to work, alternative types of work and flexible scheduling before administering a temporary layoff.
- c. During temporary layoff periods, employees will have the option of taking vacation time or lieu time while displaced due to layoff, if their accrual banks allow. The Employer will attempt to provide written notice but in the case of an emergency this may not be possible.

It is noted that the layoff process regarding notice and bumping does not apply in the case of a temporary layoff.

Where an Employee is to be laid off the process will not be used to terminate an employee for personal misconduct.

18.03 Grievance on Layoff

Where an Employee files a grievance claiming improper layoff or recall, the Employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

18.04 Benefits During Layoff

The Employer shall provide continuation of benefits coverage, exclusive of long-term disability, to a laid off employee for ten (10) working days from the date of notification.

18.05 Temporary Employees

When a position has been identified for layoff, any temporary Employee performing the same duties as the identified position shall be laid off before a permanent Employee.

18.06 Qualifications

Employees who are performing the work, who have been working in the position as a qualified employee, shall remain qualified and be deemed as such, unless prohibited or required by law, or qualifications, credentials or language qualification required by the funder. The Employer will ensure that funder prohibitions and requests or requirements are not in violation of the Human Rights act, or any other act, law, or statute.

Subject to the requirements and timelines provided by the funder, the Employer will provide for an appropriate time allowing for training, and qualifications to be met.

18.07 Layoff Process

When an Employee is to be laid off the following procedure will apply:

- a. Layoffs shall occur in order of reverse seniority for the affected position.
- b. The Employer will identify the least senior Employee, within the same position classification, based on the seniority in effect as of that date. And will provide them with the notice of layoff.
- c. The affected employee(s) will have the right to be reassigned by the Employer to a vacant position within their position class for which they are qualified and capable of performing the work.
- d. The Employer will provide the list of vacant bargaining unit positions (if any) at the time of layoff.
- e. Within five (5) working days of the layoff notice, the employee will submit interest in up to three (3) vacant positions available with their latest resume to Human Resources and the President of the Local. If such written notice is not provided, it shall be assumed that the affected employee accepts the layoff.
- f. Within ten (10) working days of receipt of the employee's interest in the vacant position(s), the Employer shall notify the laid off employee if they do not meet the criteria, as described in the job description. It is understood that an interview shall not be offered if the laid-off employee does not meet the criteria in the job description.
- g. If this criterion is present, then an interview shall be offered within nine (9) working days to ascertain their suitability to perform the work of the selected position. The Employer shall inform the laid-off employee and the

Local of the decision in writing no later than two (2) working days after the interview.

- h. If the decision is positive, the laid-off employee shall inform the Employer in writing of their intention to accept the position no later than five (5) calendar days after receiving the decision.
- i. An employee who moves into a position at a higher or lower salary level shall receive the new salary from the first day of work in the new position.
- j. Notwithstanding Article 18.07 (c) (g) ,where a vacancy exists, for which the Employee is qualified and capable of performing, such vacancies will be frozen until the affected Employee(s) have exercised their rights under 18.07 (c), (d), (e), (f) and (g) hereof.
- k. When an employee fails to exercise the employee's right under 18.07 (c), (d), (e), (f) and (g), the employee shall be laid off and be entitled to their rights under Article 18.08 or they may elect to accept layoff or relinquish recall rights and accept severance pay in accordance with the Ontario Employment Standards Act.
- l. An employee who has the lowest seniority in the bargaining unit and who has been given layoff notice shall have no access to the bumping procedure.

18.08 Recall and Notification of Recall

- a. An Employee who is laid off shall be provided by email (or by registered mail at the Employee's last known address if the employee does not have email), with copies of all job postings for all Union positions for the recall period outlined in Article 15.
- b. The Employee shall have five (5) working days to respond to the job posting.
- c. A laid-off Employee, under this Article, will be given priority consideration over other internal applicants for any vacancy, provided that they are qualified to perform the duties and there is no other laid-off Employee with greater seniority who has applied to the vacancy.
- d. The employee will be interviewed for suitability to the position unless the position available is identical to the one the employee was laid off from or has worked within MNS in that position in the past thirty (30) months.

- e. Upon return from layoff, the Employer will immediately reinstate all benefits provided by the Collective Agreement, without requiring any waiting period.

ARTICLE 19 – GRIEVANCE AND ARBITRATION PROCEDURE

19.01 Definition of a Grievance

For the purposes of this Agreement, a grievance is defined as any complaint, disagreement, or difference of opinion between the Employer and the Union, or between the Employer and an employee covered by this Collective Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance, but such grievance shall be submitted to the following grievance and arbitration procedure.

It is the mutual desire of the parties hereto, that complaints of employees shall be addressed as quickly as possible. If an Employee has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, any act, law, or statute, they shall first discuss such complaint with their immediate supervisor.

Employees are encouraged to speak to a Union Steward in regard to issues concerning this Collective Agreement and/or prior to submitting a grievance, in writing.

19.02 Grievance Procedure Time Limits

No grievance shall be considered which has not been processed in accordance with the Grievance Procedure or if the Grievance is not filed within ten (10) Working Days following the date on which the alleged circumstances giving rise to the grievance occurred or originated more than ten (10) Working Days before the commencement of the process described in Step 1, or within ten (10) Working Days from the date on which the employee should have first become aware of the circumstances giving rise to the grievance, whichever occurs first. If the grievor or the Union fails to process a grievance to the next step in the Grievance Procedure within the time limits specified, the grievance shall be deemed to have been abandoned. If the Employer fails to respond at any step of the Grievance Procedure, the grievance will be deemed to have been denied.

19.03 Early Resolution to Complaint

An employee who has a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement shall first discuss such complaint with their supervisor. At the request of an employee, a Union Steward

may accompany the employee. Such complaint shall be brought to the attention of the supervisor within five (5) working days of the employee obtaining knowledge of the incident giving rise to the complaint. The supervisor shall provide their decision, within seven (7) working days of receiving the complaint.

19.04 Complaint against Supervisor

If an employee's complaint is a complaint of harassment or discrimination against the employee's direct supervisor, the complaint may be filed with the Human Resources Department instead of the employee's direct supervisor as required by Article 19.03 in order to prevent the employee from having to present the complaint to their alleged perpetrator.

19.05 Complaint against Human Resources Department

If an Employee's Grievance is a complaint of harassment or discrimination against the Human Resources Department, the Grievance may be filed with the Executive Director instead of the Human Resources Department as required by Article 19.03, in order to prevent the Employee from having to present the grievance to the alleged perpetrator.

19.06 Grievance Procedure

In the event the employee is dissatisfied with the supervisor's disposition of the complaint, the employee may proceed to the grievance procedure (the "Grievance Procedure").

STEP 1

Within ten (10) working days of the supervisor's decision regarding the disposition of the complaint as set out in Article 19.03, the Union may refer such matter on a written grievance form to the Employer's Human Resources Department (the "Grievance"). The Grievance form shall identify the grievor, the complaint being grieved, and the remedy sought. The Grievance form must be signed by the Union. The Human Resources Department shall answer the Grievance, in writing, within ten (10) Working Days. The complaint shall constitute a formal Grievance at Step 1.

STEP 2

If no settlement is reached at Step 1, the grievor, the Union Steward and the representative(s) of the Employer shall meet within fifteen (15) Working Days, or a time mutually agreed upon by the Employer and the Union, to discuss the Grievance. If the Grievance is not settled or withdrawn within fifteen (15) Working Days of the meeting, it may be referred to arbitration as provided for in this Collective Agreement.

19.07 Group Grievance

Where a number of employees wish to file a grievance arising from the same alleged violation of this Collective Agreement, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at Step 2 and the time limits set out with respect to that Step shall appropriately apply.

19.08 Policy Grievance

The Union or the Employer may initiate a policy grievance beginning at Step 2 of the Grievance Procedure (the "Policy Grievance"). A Policy Grievance shall be filed within twenty (20) working days of the Union or the Employer obtaining knowledge of the incident giving rise to the complaint. The Policy Grievance shall be in the form prescribed in Step 1. Any Policy Grievance may be referred to arbitration by either the Union or the Employer in accordance with this Agreement. The Union may not institute a Grievance that an employee themselves could have directly instituted at Step 1; the regular Grievance Procedure shall not be by-passed. Timelines regarding grievances may be mutually extended if there is a disagreement requiring discussion if a grievance is a policy grievance, group grievance or individual grievance.

19.09 Arbitration Procedure

Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Collective Agreement has been violated or any other act, law, or statute, either of the parties may, after exhausting the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to arbitration. Such notification must be given within fifteen (15) working days of the decision at Step 2 of the Grievance Procedure. If notice to arbitrate is not provided within fifteen (15) working days, or a timeline extension is not mutually agreed to in writing, the decision in Step 2 shall be final and binding.

19.10 Selection of Arbitrator

The Employer and the Union shall agree on a single Arbitrator within thirty (30) calendar days, or such longer period as the parties may agree to, of the notification by either party of its intent to submit a dispute to arbitration. In addition, within fifteen (15) working days of the notification by either party of its intent to submit a dispute to arbitration, either party may request the Ministry of Labour for the Province of Ontario appoint a single Arbitrator to determine the dispute in question. No party may be appointed as an Arbitrator who has

participated directly in any attempt to settle the Grievance, unless the Employer and the Union both agree in writing.

19.11 Arbitrator's Jurisdiction

The Arbitrator shall have the authority only to settle disputes under the terms of this Collective Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, add to, subtract from, modify, or amend this Collective Agreement, nor to adjudicate any matter not specifically assigned to them by the notice to arbitrate specified in this Article.

19.12 Arbitration Fees

Each of the parties hereto will equally share the fees and expenses, if any, of the Arbitrator.

19.13 Waiving of Steps

Any step of the Grievance, mediation, and arbitration procedure may be waived by mutual agreement in writing between the Employer and the Union.

19.14 Termination Grievance

In the event that an employee claims they have been unjustly discharged, the matter shall be taken up as a written grievance at Step 2 if a written grievance is submitted to the Executive Director within five (5) working days after the discharge is affected.

19.15 Interpretation of Working Days

Saturday, Sunday, and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.

19.16 Agreements Final and Binding

A decision or settlement reached at any stage of the grievance, mediation, or arbitration procedure shall be final and binding on all parties.

19.17 Extension of Time Limits

The time limits set out in the grievance, mediation and arbitration procedure may be extended by mutual agreement of the parties in writing.

19.18 Grievance Mediation

- a. Upon mutual consent, the following mediation process may be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in this Article. The intent of this process is to provide a neutral third (3rd) 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 19, 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. The parties shall equally share the fees and expenses of the mediator.
- c. 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.
- d. 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.
- e. 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 20 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

20.01 Investigation, Discipline, and Discharge

When a Manager/Director calls an Employee covered by this Agreement before them in order to investigate or lodge a complaint against the Employee, the Employee is entitled to have a Steward present.

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring their work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Recording Secretary of the Union, with a copy

to the employee involved. The copy is to be presented to the employee in the presence of their steward.

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

20.02 Clearing the File

An adverse Report or notation, letter of reprimand, warning, suspension, or infraction shall be removed from an employee's file after a period of thirty-six (36) months from the date of the infraction provided there has been no adverse report or notation, or infraction within the previous twenty-four (24) month period.

20.03 Unjust Suspension or Discharge

If their suspension or discharge has been found to be unjust they shall be reinstated in their former position without loss of seniority or earnings for all time lost. If the matter is taken to arbitration in accordance with the provisions of this Agreement, and the Arbitrator determines that they have been suspended or discharged without just cause, the Arbitrator may substitute such other penalty for the suspension or discharge as the Arbitrator sees just and reasonable in all the circumstances.

20.04 Access to Personnel File

Upon request with at least ten (10) working days' notice, an employee shall have the right during normal business hours, to review their personnel file in the presence of Human Resources.

20.05 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint and will provide a copy to the Union.

This notice shall include particulars of the work performance, which led to such dissatisfaction. Adverse reports shall not become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters unless the Employer otherwise notifies the employee and the Union in writing that the adverse report is disciplinary in nature. For clarity, a written warning.

For the purpose of this agreement, the adverse report is not a written warning unless it clearly stated on the report that it is disciplinary in nature and the Union is advised accordingly.

ARTICLE 21 – WORKERS COMPENSATION (WSIB)

21.01 WSIB Coverage

All employees shall be covered by the Workplace Safety and Insurance Act.

21.02 Payment of Benefits

While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the Workplace Safety and Insurance Act.

ARTICLE 22 – GENERAL

22.01 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties so requires.

ARTICLE 23 – PROFESSIONAL DEVELOPMENT

23.01 Professional Development

The Employer agrees to provide Professional Development as per the following policy:

Staff Development 18.0

The agency is committed to providing high level of professional services to clients. Therefore, MNS will hire qualified candidates to fill all the positions and ensure that the employees continue to develop professionally through in-service and other available training opportunities. The agency shall also assist employees, whenever possible, to obtain professional training on their own.

- Some of the staff meetings, throughout the year, shall be devoted to staff training and the attendance of staff will be obligatory. The topics of training will be determined by the Executive Director in consultation with the staff and management.

- Expenses related to job-required training may be paid by the agency, as approved by the Executive Director. This is subject to sufficient Program funds.
- The employee may also request outside training directly related to their duties during scheduled working hours. Such requests should be submitted to the Executive Director through their Department Manager along with their recommendation. MNS may pay full or partial tuition or registration fee, depending upon staff development budget.
- The employee may request fee reimbursement for courses taken after their regular working hours on their own time. Such requests must be approved in advance by the Department Manager and Executive Director. The agency may consider full or partial payment provided the training is directly related to the job or recommended in the performance appraisal, based upon or subject to program funds.
- MNS will not reimburse or grant time off for the courses taken by the employee that are not directly related to their respective job.
- Partial or full reimbursement of all expenditures are subject to the availability of staff development funds, otherwise approval of the Board is required for expenses over and above approved budget.

23.02 Professional Association Reimbursement

Employees in a role where membership in a professional association is mandatory (i.e. RECE, LINC Instructors, RSW) may apply for paid professional fees up to a maximum of two hundred (\$200) per employee per year.

These fees shall be reimbursed to employees who are actively at work more than twelve (12) months.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Term of Agreement

The parties herein agree that that the term of the Collective Agreement shall from April 1, 2022 to March 31, 2025.

This Agreement shall continue in force from year to year thereafter unless not more than ninety (90) days before the date of termination, either party furnishes the other with notice of amendment of this Agreement.

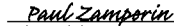
The parties agree that this Collective Agreement is accurate and

finalized. Signed on this day of 21/05/24

For the Union:



Lynette Cupidore (May 21, 2024 11:47 EDT)




Paul Zamperin (May 21, 2024 07:19 EDT)

For the Employer:



Michael Raymond (May 21, 2024 10:30 EDT)



Michael Raymond (May 21, 2024 10:28 EDT)

SCHEDULE “A”

Job Title Description		Count	Year 1	Year 2 1.00%	Year 3 1.00%
Group 1		14			
	MLSE Program Facilitator	1	\$16.00	\$16.16	\$16.32
	MLSE Program Supervisor	1	\$18.00	\$18.18	\$18.36
	ASP Program Facilitator	1	\$16.00	\$16.16	\$16.32
	ASP Program Supervisor	1	\$18.00	\$18.18	\$18.36
	CAPC Seniors Worker	1	\$16.00	\$16.16	\$16.32
Group 2		3			
	EarlyOn Youth Outreach Worker	1	\$24.90	\$25.15	\$25.40
	YOW Youth Outreach Worker	1	\$23.58	\$23.82	\$24.05
	EarlyOn Information & Program Coordinator	1	\$24.90	\$25.15	\$25.40
Group 3		22			
	EarlyOn Program Facilitator	8	\$24.90	\$25.15	\$25.40
	EarlyOn Program Facilitator – On-call	8	\$24.90	\$25.15	\$25.40
	EarlyOn Program Facilitator – Part-time	4	\$24.90	\$25.15	\$25.40
	EarlyOn Program Coordinator	1	\$24.90	\$25.15	\$25.40
	EarlyOn Family Support Facilitator	1	\$24.90	\$25.15	\$25.40
Group 4		9			
	BFSP Drop-In Program Facilitator	1	\$23.32	\$23.55	\$23.79
	CNC Worker	4	\$21.07	\$21.28	\$21.49
	CNC Worker – On-call	4	\$21.07	\$21.28	\$21.49
Group 5		10			
	SWIS Worker	4	\$27.52	\$27.80	\$28.07
	Orientation Worker	5	\$25.23	\$25.48	\$25.74
	Counsellor (IRCC Syrian Support Worker)	1	\$21.85	\$22.07	\$22.29
Group 6		2			
	Settlement Worker – Employment Related	2	\$26.53	\$26.80	\$27.06
Group 7		1			
	Settlement Advisor – Coordinator	1	\$26.68	\$26.94	\$27.21
Group 8		3			
	Settlement Worker – NSP CORE	1	\$25.96	\$26.22	\$26.48
	Violence Against Women (VAW) Worker	1	\$23.00	\$23.23	\$23.46
	UWGTA Senior Worker – Part-time	1	\$20.55	\$20.76	\$20.96
Group 9		2			
	YWH Peer Support Worker	1	\$30.71	\$31.02	\$31.33
	Social Worker – BFSP	1	\$31.35	\$31.66	\$31.98
Group 10		26			
	LINC Instructor PBLA	2	\$36.51	\$36.87	\$37.24
	LINC Instructor	6	\$36.51	\$36.87	\$37.24
	LINC Instructor – Part-time	4	\$36.51	\$36.87	\$37.24
	LINC Instructor – On-call	14	\$36.51	\$36.87	\$37.24
Group 11		1			
	YWH Youth Intake Coordinator	1	\$35.71	\$36.07	\$36.43
Group 12		3			
	Black Youth & Family Support Worker	1	\$27.42	\$27.69	\$27.97
	Enhanced Youth Outreach Worker	1	\$27.42	\$27.69	\$27.97
	NSP Y PUNJABI Youth Outreach Worker	1	\$26.25	\$26.51	\$26.78
Group 13		1			
	Youth Justice Worker	1	\$33.00	\$33.33	\$33.66
Group 14		2			
	LINC Program Delivery Administrator	2	\$22.63	\$22.86	\$23.08
Group 15		2			
	OLM Reception/Intake Assistant	2	\$20.37	\$20.58	\$20.78
Group 16		3			
	LINC Reception/Intake Assistant	1	\$20.37	\$20.58	\$20.78
	LINC Reception/Intake Assistant – Part-time	1	\$20.37	\$20.58	\$20.78
	LINC Reception/Intake Assistant – On-call	1	\$20.37	\$20.58	\$20.78
Group 17		1			
	UWGTA Youth Coordinator (United Way)	1	\$25.73	\$25.99	\$26.25

LETTER OF UNDERSTANDING

between

Malton Neighbourhood Services

and

The Canadian Union of Public Employees
and it's Local 5480

RE: Protecting a Sustainable Public Sector for Future Generations Act. 2019, (Bill 124)

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation should funding become available.