

COLLECTIVE AGREEMENT

between



UNIVERSITY SETTLEMENT

(hereinafter called the "Employer")

- and -



CANADIAN UNION OF PUBLIC EMPLOYEES

and its LOCAL 2998-01

(hereinafter called the "Union")

January 1, 2005 to December 31, 2008

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THIS AGREEMENT made and entered into this _____ of June 2007.

between

**University Settlement
(hereinafter referred to as the "Employer")
of the First Part**

and

**Canadian Union of Public Employees, Local 2998-01
(hereinafter referred to as the "Union")
of the Second Part**

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to promote and maintain mutual understanding and cooperation and to establish an orderly, harmonious collective bargaining relationship between the Employer and the Union, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer.
- 1.02 The Union agrees it will encourage and foster positive relationship with sponsors corporate or other wise of the agency and support openly the Staff's and the Board's fundraising and revenue generation efforts.

ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the University Settlement in Toronto, save and except Supervisors/Directors, those above the rank of Supervisor/Director, **Fund Raiser, Executive Assistant to the Executive Director and the Manager of Administration.**

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of University Settlement and the direction of the Employees rests exclusively with the Executive Director who is responsible to the Employer and the Board of Directors except as expressly modified or restricted by a specific provision of this Agreement.
- 3.02 Union recognizes that the Employer and its designates are the sole contact with funders and will not engage or encourage detrimental communication with funders or the membership.

ARTICLE 4 UNION DUES CHECKOFF

- 4.01 The Employer shall deduct an amount equivalent to the regular monthly Union dues from the wages of all Employees as a condition of employment. Such deduction shall be made biweekly and remitted to the National Secretary-Treasurer of the Union by the 15th day of the month following the month for which the dues were deducted, accompanied by a list of names of Employees from whose wage deductions have been made.
- 4.02 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 from pay as provided by this Article.
- 4.03 The Union shall advise the Employer in writing three (3) months in advance of the amount of Union dues to be deducted from every Employee in the bargaining unit and also of any changes to the said amount. The Union shall advise the Employer in writing of the name and address of the National Secretary-Treasurer of the Union and of any changes thereto.
- 4.04 The Employer agrees to provide a copy of this Agreement to all new Employees within one (1) month of the commencement of their employment. The cost of printing the necessary copies of this Collective Agreement shall be borne by the Union.
- 4.05 At the time that Income Tax (T4) slips are made available to each Employee, the Employer shall include on the T-4 slip for each Employee the amount of Union dues paid by that Employee in the previous year.
- 4.06 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect.
- 4.07 The Union Stewards shall be notified of all new staff by their Supervisor. A representative of the Union shall be given an opportunity to meet with all new Employees hired during each quarter of the calendar year. The Union shall have the opportunity to meet with such new Employees as a group for a maximum of thirty (30) minutes within two (2) weeks of the termination of each quarter of the year, without loss of pay to the Employees. Such meeting shall be for the purpose of acquainting new Employees with their rights and obligations under this Agreement. For purposes of this Article, the first quarter of each calendar year shall commence January 1 and end March 31, and the three (3) month periods thereafter shall constitute successive quarters.

ARTICLE 5 NO DISCRIMINATION

- 5.01 The Employer and the Union agree there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in all matters relating to age, race, creed, colour, nationality, ancestry or place of origin, sex, lawful political affiliation, pregnancy religious affiliation, sexual orientation, marital status, family relationship and physical or mental handicap so long as such handicap does not adversely affect the Employee's capacity to satisfactorily perform the functions of his/her job nor by reason of any membership or non-membership or lawful activity in the Union or any other Trade Union.
- 5.02 **The Employer and the Union recognize and uphold the inherent dignity, worth and rights of each individual. The Employer undertakes to pursue equality; freedom from adverse discrimination and harassment (including personal harassment); and, to pursue the removal of all barriers to equal opportunity and further agrees to provide a workplace commensurate with the foregoing.**

ARTICLE 6 PAY EQUITY

- 6.01 **In recognition of the parties' mutual commitment to the ongoing process of pay equity and to the principle of equal pay for work of equal or comparable value:**
- (a) **University Settlement shall fulfill the obligations of an Employer under the Pay Equity Act.**
 - (b) **The parties agree to meet with a view to the development of an appropriate process for maintaining the objectives of the Pay Equity Act.**
- 6.02 Procedures developed under Pay Equity Legislation shall be used as the Job Evaluation Program, as set out in the **document "Job Evaluation/Pay Equity – University Settlement" dated December 2004 (including the Banding Report)**, as amended from time-to-time through the Agreement of the Parties. **This document shall be deemed to be incorporated into and form part of this Agreement.** The Parties shall meet on an annual basis, preferably every November to review the overall Job Evaluation Programs established by the combined efforts of the Union and Management committee members.

ARTICLE 7 UNION/MANAGEMENT RELATIONS

- 7.01 The Parties agree to form a Union/Management Relations Committee, which shall comprise of two (2) representatives of the Employer and two (2)

representatives of the Union. The committee shall have the option to meet at the end of every fourth month should there be items on the agenda but may meet at other times on the consent of both Parties. Such consent shall not be unreasonably withheld.

- 7.02 The Committee shall concern itself with matters of mutual interest and, to facilitate productive discussion, the Parties will agree to an agenda prior to each meeting.
- 7.03 (a) Chairing of meetings shall rotate between the Union and the Employer. Summaries of these meetings shall be prepared jointly and copies provided to Committee members within two (2) weeks of the conclusion of the meeting.
- (b) Minutes of those meetings are the responsibility of the Chair of the meeting and shall be distributed to the Executive Director and the members of the Committee within 15 days of each meeting.
- 7.04 Committee members shall not suffer loss of pay or benefits for time spent in attendance at committee meetings convened under Section 7.01 or at negotiations meetings held during working hours.
- 7.05 Employees who are on the Union's negotiating committee shall be entitled to take compensatory time off equivalent to the number of hours they attend at negotiating meetings scheduled between the Union and the Employer for the renewal of this Agreement where such negotiating sessions take place during other than their regular working hours.

ARTICLE 8 DEFINITIONS

8.01 Part-Time Employees

A person whose employed hours average 24 hours or less aggregate during **one calendar week commencing on Monday and concluding on Sunday** on one (1) or more positions in any three (3) consecutive pay periods.

8.02 Part-Time Position

A group of duties possessing a job description, the performance of which duties are required for 24 hours or fewer during a seven (7) day period with an established rate of pay.

8.03 Spouse/Spousal Equivalent

An Employee's spouse **or common-law (including same sex)** partner.

8.04 Employee

The word "Employee", when used in this Agreement, refers only to the Employees within the aforesaid bargaining unit unless otherwise specifically stated.

8.05 Project Workers

- (a) The term "project worker", when used in this Agreement, means an Employee who is employed for an agreed term of employment to work on a special project which is funded by special grant(s) provided to the Employer. Such special grants are for the specific purpose of operating special projects and do not include grants which constitute part of the Employer's core budget.
- (b) A project worker whose agreed term of employment is in excess of twelve (12) consecutive months ("long-term project worker") shall be covered by all of the terms of this Agreement except as follows:
 - (1) Article 14 shall not apply to long-term project workers and long-term project workers shall have no seniority rights under the terms of this Agreement, **save and except in the application** of Article 13 (employment). They shall be required to serve a probationary period as provided in Section 14.01.
 - (2) A long-term project worker shall not be covered by the terms of Articles **24, 28, 31, 32.02, 32.03, 32.04 and 32.05**, if the amount or terms of the special grant(s) for the special project under which he/she is employed precludes such coverage, in which case he/she shall be entitled to the statutory holidays, vacations, sick leave and leaves of absence which the Employer is able to provide in accordance with the amount and terms of such special grant(s). Long-term project workers shall, at a minimum, be entitled to statutory holidays and vacations as provided by the Employment Standards Act, S.O. 2000, c. 41 as amended.
 - (3) A long-term project worker's employment shall be deemed to be terminated at the end of his/her agreed term of employment and may be terminated prior to that time on one (1) month's written notice or pay in lieu of notice.
- (c) A project worker whose agreed term of employment is twelve (12) consecutive months or less ("short-term project worker") shall be deemed to be excluded from the bargaining unit as defined in Section 2.01 and shall not be covered by any of the terms of this Agreement.
- (d) A short-term project worker whose agreed term of employment is renewed for a further consecutive agreed term or terms such that his/her total consecutive agreed terms of employment exceed twelve (12) consecutive months, shall be covered by all of the terms of this Agreement applicable to long-term project workers effective the first working day of that further

consecutive agreed term of employment which, when combined with the previous consecutive agreed terms of employment, causes the total consecutive agreed terms of employment to exceed twelve (12) consecutive months.

- 8.05 (e) A project worker whose service continues unbroken and who is hired to be employed in a bargaining unit position, other than as a long-term project worker, shall be credited with the time spent as a project worker in reducing his/her probationary period and accruing seniority.

8.06 **Temporary Worker**

- (a) The term "temporary worker", when used in this Agreement, means person who is employed on a temporary basis, for a period not in excess of six (6) consecutive months, (except in the case of maternity leave, the term of employment for the "temporary worker" shall be for a period not in excess of twelve (12 consecutive months) in order to:

- (1) fill a temporary vacancy in a bargaining unit position caused by an Employee's absence(s) on sick leave, long-term disability, maternity leave, leave of absence, vacation, suspension, compensatory time-off, professional development or similar absences in manpower; or
- (2) deal with a short-term increase in the bargaining unit work load; or
- (3) fill a permanent vacancy in a bargaining unit position until an Employee can be permanently placed or hired to fill the vacancy; or
- (4) deal with emergencies.

- (b) Temporary workers shall be deemed to be excluded from the bargaining unit as defined in Section 2.01 and shall not be covered by any of the terms of this Agreement.

- 8.07 Subject to Section 8.06 (a) (3), the Employer agrees that it shall not employ project workers or temporary workers in order to avoid filling an existing permanent vacancy in a bargaining unit position (other than a project worker position) or to avoid filling a newly created bargaining unit position (other than a project worker position).

ARTICLE 9 NO STRIKES - NO LOCKOUTS

9.01 The Employer agrees that there shall be no lock-out and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words "lock-out" and "strike" shall be as defined in the Labour Relations Act, S.O. 1995. c. 1, as amended.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 Should differences arise as to interpretation, application, administration or alleged violation of the provisions specifically mentioned in this Agreement, such differences shall be adjusted according to the following steps in the order named. Any adjustments from the grievance procedure so made shall be final and binding upon both Parties and the Employee concerned. The term "grievance" as used in this Agreement shall mean a complaint by any Employee against the Employer alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the grievance or arbitration procedures.

Step 1

It is the mutual desire of the Parties hereto that grievances of Employees shall be adjusted as quickly as possible and it is understood that an Employee shall not be considered to have a grievance until the aggrieved Employee discuss his/her grievance with his/her immediate Director/Manager/ Supervisor within five (5) working days after the occurrence of the circumstances giving rise to the grievance. If the grievance is not settled within five (5) working days of this discussion the aggrieved Employee must present his/her grievance in writing to his/her Director/Manager/Supervisor. The Director/Manager/Supervisor shall provide a written response to the Employee within five (5) working days of receiving the written grievance. Failing settlement, then:

Step 2

Within five (5) working days after the Director's/Manager's/Supervisor's written decision about the complaint is made known to the Grievor at Step 1, the Grievor, through his/her Steward, may **present the grievance, in writing, to the Executive Director, or designate. The Executive Director, or designate, will** arrange, within ten (10) working days, for a meeting with the Grievor, his/her Steward, and Union representative, and the Director/Manager/Supervisor, Executive Director or their designate **to discuss the issues pertaining to such grievance.**

- 10.02 (a) The Union may submit a written policy grievance affecting substantially all of the Employees in the bargaining unit in regard to which an individual Employee could not grieve where substantially all the evidence affecting such Employees will be the same. Such a grievance may be filed with the Executive Director or his/her nominee at Step 2 of the Grievance Procedure within ten (10) working days after the circumstances giving rising to the grievance have occurred or should have reasonably become known to the Union.

- (b) The Employer may submit a written Grievance to the Union at Step 2 of the Grievance Procedure within ten (10) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the Employer.

- 10.03 Both Parties agree and understand that the time limit set out both in the grievance and arbitration procedure must be strictly complied with, except by written agreement, to extend and failure to do so shall result in the grievance being deemed to have been abandoned.
- 10.04 A grievance filed pursuant to this Article shall state the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the Employee who claims to be aggrieved, the specific section or sections of this Agreement that the Employee claims the Employer has violated and the remedy he/she seeks.
- 10.05 Failing settlement under the foregoing procedure of any grievance between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitrable such grievance may be sent to arbitration as provided here. If no written request to apply for arbitration is received within thirty (30) days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.

ARTICLE 11 DISCHARGE OR SUSPENSION

- 11.01 Any Employee, other than a probationary Employee, who believes that he/she has been discharged or suspended without just cause may submit a written grievance at Step 2 of the Grievance Procedure within ten (10) working days of the discharge or suspension.

ARTICLE 12 ARBITRATION PROCEDURE

- 12.01 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that an Employee (other than a probationary Employee) has been unjustly disciplined, either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name and address of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days advise the other Party of the name of its appointee to the Arbitration Board. The appointees so selected shall, within ten (10) working days of the appointment of the second of them or as agreed, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, then the Minister of Labour for the Province of Ontario may appoint a qualified person to be Chairperson, upon the request of either Party. Nothing herein shall prohibit the Parties from agreeing to proceed before a sole arbitrator.

- 12.02 The Arbitration Board or Sole Arbitrator will be without jurisdiction to make any decisions inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement or substitute any new provisions in lieu thereof.
- 12.03 Each of the Parties hereto will bear the expenses of the nominee appointed by it, and the Parties shall jointly bear the expenses, if any, of the Chairperson of the Arbitration Board or Sole Arbitrator, as the case may be.

ARTICLE 13 EMPLOYMENT

- 13.01 Whenever vacancies in full-time positions at the University Settlement are to be filled and applications for such positions have been received, consideration for applicants shall be based upon any or all of the following factors: education, training and work experience, ability and appraisal of past performance.
- 13.02 The Employer will take no action to fill a vacancy in **either** a full-time **or part-time** position until a notice has been posted for five (5) working days and present Employees are given an opportunity to apply and be interviewed. The notice of vacancy or new position shall include the following information:
- **Job Title** and a Job Description
 - **Location**
 - **Normal hours of work**
 - required qualifications, skill level, education, knowledge and experience applicable to the position
 - wage or salary rate or range
- 13.03 The successful applicant will be notified of the appointment and the Union will be advised of all changes occurring within the bargaining unit.
- 13.04 Whenever a vacancy occurs in a part-time position, which vacancy is caused by a part-time Employee leaving the employment of the Centre; or when a new part-time position is created; and such position is to be filled on a regular basis, the existence of such vacancy shall be posted. The Steward at the Centre shall receive a copy of such notification.

ARTICLE 14 SENIORITY

- 14.01 An Employee will be considered on probation and, therefore, subject to termination or lay-off at the Employer's discretion, without notice and without just cause, until he/she has worked six (6) months in the bargaining unit. Upon satisfactorily completing the probationary period, an Employee will be placed on

a seniority list and his/her seniority shall date from the date of his/her last date of hire.

- 14.02 Seniority shall prevail for purposes of promotion within the provisions of Article 13 and, in cases of staff reduction, **where it** shall apply within the position classification. Seniority shall continue to accumulate except for any of the reasons set forth in 14.05 below, and is not to be considered a reason for continuity of the employment relationship during or after a twenty-four (24) month non-working period caused by staff reduction.

- 14.03 In the event of staff reduction, Employees shall be removed from work in reverse order of seniority within the position classification. When work becomes available, such persons, if not more than twenty-four (24) months have elapsed from the date they became surplus to the work requirements shall be re-employed in seniority order, provided that they possess the necessary qualifications for such work. During the period in which they are surplus to the work requirements, such persons shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the specified period as provided herein.
- 14.04 In the event of any lay-off by reason of staff reductions, any Employee so affected with at least two (2) years of aggregate service shall be given preference for other employment for which he/she is qualified.
- 14.05 For purposes of this section an Employee's qualifications shall be assessed by the Employer based upon the Employee's skill, ability, efficiency, education and knowledge as these relate to the requirements of the job.
- 14.06 All benefits accumulated by an Employee prior to a staff reduction, shall be suspended during the period that such persons are surplus to the work requirements. Upon re-employment, benefits shall again commence.
- 14.07 An Employee shall lose his/her seniority for any of the following reasons:
- (a) voluntarily quitting employment and not withdrawing such resignation within 48 hours;
 - (b) discharge for just cause from employment without written reinstatement;
 - (c) failure to report for work within seven (7) working days from date that recall to work is issued;
 - (d) absence from work without written notice to the Director in excess of three (3) calendar days from commencement of such absence;
 - (e) not being recalled to work at the University Settlement within twenty-four (24) months from the date of being notified that the Employee is surplus to the work requirements.

ARTICLE 15 ENTIRE AGREEMENT

- 15.01 This Agreement supersedes and cancels all prior practices and agreements between the Employees and the Employer, whether written or oral, unless

expressly stated to the contrary herein and, together with any letter of understanding executed concurrently with (or after) this Agreement, constitutes the complete and entire Agreement between the Parties and concludes collective bargaining for its term.

ARTICLE 16 REQUIREMENTS FOR USE OF EMPLOYER VEHICLES AND PRIVATE MOTOR CARS

- 16.01 No Employee will be permitted to operate an Employer owned vehicle unless he/she has been approved by the Executive Director and is in possession of all licenses required by law. The Employer reserves the right to investigate the driving record of any Employee who may be required to operate an Employer owned vehicle in the course of his/her employment.
- 16.02 Employees shall be individually and wholly responsible for any fines which they may incur as a result of traffic violations.
- 16.03 **Where** an Employee is required to use his/**her** private motor vehicle on business for University Settlement and has been duly authorized by the Director to do so, the Centre shall pay such Employee, an allowance at the rate of **40 cents (40¢)** per kilometre for all kilometres travelled on business. Such allowance shall be made only after submission, within one (1) month of the date the cost was incurred, of a travel log satisfactory to University Settlement Recreation Centre and approved by the Director.
- 16.04 Employees shall be reimbursed for parking expenses incurred on business for the **Employer** upon submission of proof satisfactory to the Director or designee of such expense.
- 16.05 When an Employee of the University Settlement is obliged to use public transportation facilities while engaged in business for the Recreation Centre, such Employee shall be compensated for tickets or tokens upon request for such compensation within one (1) month of date of usage.

ARTICLE 17 OCCUPATIONAL HEALTH AND SAFETY

- 17.01 The Parties agree to comply with the terms of the Occupational Health and Safety Act as applicable.

ARTICLE 18 ACCESS TO PERSONNEL FILE

- 18.01 An Employee shall have access to his/her personnel file, in the presence of the Director or designee, for the purpose of reviewing **any** evaluation **and disciplinary notations**.
- 18.02 The Employee shall receive a copy of all written disciplinary letters to be placed in the Employee's personnel file.

18.03 All disciplinary records in an Employee's personnel file more than **thirty-six (36)** months old will be **destroyed and** disregarded in **all** matters provided there have been no further disciplinary reports of **the same** nature during the period.

18.04 Disciplinary records which are to be disregarded, as in 18.03, will be removed at the Employee's written request.

ARTICLE 19 JOB SECURITY

19.01 Management Employees will not normally perform work that falls within the scope of the duties of members of the bargaining unit. The Parties agree that this provision does not apply to absences of five (5) working days or less.

19.02 The Employer agrees that no Employees will be laid off as a result of contracting out of bargaining unit work.

19.03 The Employer agrees not to contract out existing bargaining unit work to the extent that such action would result in the lay-off or downgrading of an Employee.

ARTICLE 20 CORRESPONDENCE

20.01 (a) All correspondence between the Parties to this Agreement shall pass to and from the Executive Director of the Employer and the Recording Secretary of the Union and the Parties agree to keep each other advised of the current mailing address applicable.

(b) A copy of such correspondence shall be copied to the Chair of the Negotiations Committee c/o the Executive Director **and the CUPE National Representative.**

20.02 The Employer shall supply the Union, in writing, within fifteen (15) working days from the time of commencement of employment, with the names and positions of all newly hired Employees covered by this Agreement and agrees to inform the Union in writing within ten (10) days of the names of any Employee covered by this Agreement who tenders his/her resignation, is laid off or is dismissed.

ARTICLE 21 PROPER ACCOMMODATION

21.01 The Union shall have reasonable access to a bulletin board existing in a location designated by the Employer for the posting of appropriate Union notices pertaining to matters covered by this Agreement. Copies of all such Union notices shall be given to the Executive Director of the Employer prior to posting.

21.02 The Employer shall ensure that Employees have reasonable accommodations for lunch and rest periods subject to the availability of accommodation on the Employer's premises.

ARTICLE 22 UNION REPRESENTATION

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

- 22.02 Outside representatives of the Union shall have reasonable access to the Employer's premises for the purpose of assisting in the preparation and settlement of grievances **or whenever the Local requires assistance in dealing with the Employer, provided** advance permission of the Executive Director or his/her representative has been obtained. Such advance permission shall not be unreasonably withheld.
- 22.03 The Employer recognizes the right of the Union to elect or appoint stewards and agrees to recognize **three (3)** Stewards, one (1), of whom shall be designated by the Union as Chief Steward. **It is agreed and understood that off the aforementioned Stewards, only one (1) may be a Part Time employee.**
- 22.04 No representative shall leave her work place or enter another department to investigate or process a grievance or negotiate with the Employer without the prior consent of her Supervisor, or any other Supervisor affected, which shall not be unreasonably withheld. It is understood that stewards will not absent themselves from their regular duties unreasonably.
- 22.05 The Employer agrees that a steward will suffer no loss of basic pay as a result of regularly scheduled straight time lost while attending meetings with the Employer **and** including **the investigation and processing** of grievances in accordance with the Grievance **and Arbitration** Procedure.
- 22.06 The selection of stewards is the function of the Union and the Union shall notify the Employer in writing of the names of the Stewards and Chief Steward before the Employer will recognize them.
- 22.07 The Employer agrees to recognize a Union Grievance Committee comprised of the two (2) stewards and one (1) executive officer of the Union, and the names of these individuals shall be supplied by the Union to the Employer.

ARTICLE 23 HOURS OF WORK & OVERTIME

23.01 a) Full-Time Employees

The normal hours of work shall be seven (7) hours per day, 35 hours per week. There shall be a one (1) hour unpaid break for lunch and two (2) paid break periods of fifteen minutes each; one (1) to be taken in the morning and one (1) in the afternoon. Some staff have responsibilities which cannot be restricted to these office hours and regardless of this, all Employees shall be eligible for two (2) consecutive days off per week. Staff may be required to work at least one (1) evening per week.

Where requested by an Employee, flexible hours of work shall be determined by the Program Director **and approved by the Union.** In

Error! Unknown switch argument.

certain circumstances, flexible hours shall not be an option in that certain program needs demand staff attendance.

23.01 b) **Part-Time Employees**

The normal hours of work shall be those hours that are scheduled on a regular basis. There shall be a minimum of one (1) break period of fifteen minutes in each work shift of three (3) hours or more. All shifts over five (5) hours shall also include a one (1) unpaid hour break for lunch.

23.02 It is recognized that due to the nature of the Employer's operation as a Social Service Agency, overtime work may be required. It is agreed that overtime work is voluntary. An Employee who is authorized by his/her Supervisor to perform work exceeding their regular scheduled hours per week shall be compensated by receiving an equivalent amount of time-off ("compensatory time-off"). This time shall be banked to a maximum of 35 hours and shall be taken by the Employee as time off during regular working hours at a time mutually agreeable between the Employee and his/her Supervisor, provided that any compensatory time off banked by an Employee in excess of 35 hours must be taken by the Employee within two (2) calendar months following the calendar month in which it is earned, failing which it is automatically forfeited. An Employee may use up to thirty-five (35) hours of his/her compensatory time banked in any one (1) year to be added to vacation for that year. Scheduling of such compensatory time off to be added to vacation shall be in accordance with the vacation article of this Agreement.

23.03 Should an Employee resign from his/her employment or be discharged by the Employer where such discharge is not reversed through the grievance procedure, such Employee shall in no event be entitled to a pay-out of accumulated compensatory time off except to the extent that up to thirty-five (35) hours of such accumulated compensatory time off has been added to the Employee's vacation as provided in paragraph .02 which may be paid out as vacation pay under the terms of this Agreement.

23.04 Employees who are required to purchase meals while working outside normal working hours or while attending seminars or meetings, at the request of the Employer, shall be reimbursed up to six dollars and fifty cents (\$6.50) per meal upon production of a receipt.

ARTICLE 24 HOLIDAYS - FULL-TIME EMPLOYEES

24.01 There shall be ten and one-half (10 ½) holidays each year as follows:

New Year's Day	Simcoe/Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	½ day on Christmas Eve
Canada Day	Christmas Day

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Boxing Day

- plus one (1) floating holiday to be taken at a time mutually agreeable between the Employee and his/her Supervisor for a total of eleven and ½ (11 ½) holidays.
- 24.02 A full-time Employee on the active payroll at the time of a holiday shall be paid for the holiday at his/her regular rate for the regularly scheduled hours of the day.
- 24.03 When a holiday falls on a Saturday or a Sunday, the Employer shall observe the holiday on Monday, in keeping with the general practice of the community.
- 24.04 Full-time Employees required to work on a holiday shall be paid time and one-half for all time so worked and in addition, shall be paid at the Employee's regular rate for the holiday.

ARTICLE 25 LEAVES OF ABSENCE

25.01 **Compassionate Leave**

A leave of absence with or without pay may be granted at the discretion of the Employer. A request for such leave of absence must be submitted to the Employee's Program Director in writing with reasons in support thereof and a copy of this written request shall be given to the Employee's Supervisor who will be consulted in connection with the Employer's decision concerning the request.

25.02 **Union Leave**

Upon written request, signed by an official representative of the Union, **leave of absence without pay will be granted to employees selected by the Union to attend Union business**, including conferences or conventions. No more than three (3) members of the bargaining unit may be absent **on Union leave** at any one time. **The cumulative total leave of absence granted under this Section shall not exceed twenty-five (25) days working days in any calendar year.** Requests must be received in writing by the Executive Director at least two (2) weeks in advance of the planned date for commencement of the leave. It is understood that authorization for leaves of absence under this Section will be conditional upon maintaining a high standard of service and efficiency in the operation of the Agency.

25.03 **Bereavement Leave**

Employees will be granted up to five (5) days time off with pay at their regular rate for bereavement at the time of the death of their mother, father, spouse, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, provided that the Employee is not receiving pay for such day or days under any other provisions of the Agreement and that

the pay for such day or days of absence is limited to the day or days actually missed from work as per the Employee's scheduled working days. For the purposes of bereavement leave "spouse" includes common-law spouse or a person living in a same sex common-law relationship.

25.04 **Jury Duty and Witness Duty**

Employees who are required by law to serve as a juror **or who have been subpoenaed as a witness** shall continue to be paid the regular pay which they would have earned for their scheduled hours of work provided that they are not receiving pay for days under any other provision of this Agreement and provided that they pay any fee, not including any allowances, received for jury **or witness** duty to the employer.

25.05 **Pregnancy and Parental Leave**

Pregnancy and Parental leave shall be granted in accordance with the provisions of the Employment Standards Act, S.O. 2000, c. 41, as amended (the "ESA") and, in addition:

- (1) an Employee entitled to **pregnancy or parental** leave under the ESA who provides the Employer with evidence satisfactory to the Employer that **she/he** has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30 of the Unemployment Insurance Act, R.S.C. 1970-71-72, c.48, as amended (the "UIA"), shall be paid a **pregnancy and/or parental** leave allowance as follows:
 - (a) for the period of the first two (2) weeks immediately following the commencement of the **pregnancy/parental** leave, an amount equal to seventy-five percent (75%) of the regular non-overtime weekly wages for her/**his** classification to which she/**he** was entitled as of the last day worked by her prior to the commencement of the **pregnancy/parental** leave.
 - (b) for the period of the next twenty-four (24) weeks immediately following the first two (2) weeks after the commencement of **the pregnancy/parental** leave in an amount equal to seventy-five percent (75%) of the regular non-overtime weekly wages for her/**his** classification to which she/**he** was entitled as of the last day worked by her/**his** prior to the commencement of the **pregnancy/parental** leave minus the sum of:
 - (i) the gross weekly unemployment insurance benefits which she is entitled to receive; and

- 25.05 (1) (ii) the gross amount of any other earnings, which she is entitled to receive from any employment or self-employment.

As a condition of the payment under Section 26.05 (a) (ii), the Employee shall provide to the Employer bi-weekly a written declaration of the gross sum of such unemployment insurance benefits and such other earnings from employment or self-employment.

- (2) an Employee shall be entitled to continued coverage under the Health and Welfare plans provided in this Agreement during the period she/he is entitled to receive the **pregnancy/parental** leave allowance provided that the premiums for the long-term disability shall continue to be paid by the Employee through payroll deduction. The Employee shall not be entitled to use accumulated sick leave credits or receive supplemental sick leave allowance as provided in this Agreement as a consequence of any illness, injury disability or illness of immediate family member which occurs during any part of the Employee's **pregnancy/parental** leave hereunder.

25.06 **An employee who is required to be absent from work during his/her scheduled working hours for the purpose of obtaining his/her Canadian Citizenship shall, on one (1) occasion only, be granted one (1) day's leave of absence and will be paid for scheduled hours missed at his/her regular rate of pay.**

ARTICLE 26 EDUCATIONAL ALLOWANCE

26.01 The Employer will contribute to the tuition fee for Education Courses taken by full-time Employees, effective June 1, 1995, to a maximum of \$150.00 in a calendar year subject to the following:

1. The course or courses must be offered by a recognized educational institution and must clearly be of immediate benefit to the Employer. Responsibility for identifying the benefit to the Employer rests with the Employee's Program Director.
2. The enrolment in such course or courses is subject to the prior approval of the Executive Director at the recommendation of the Employee's Program Director.

3. Payment under this provision shall be subject to successful completion of the approval course of studies, and the Employee shall provide evidence of same to the Employer.

ARTICLE 27 TEMPORARY REPLACEMENT ABSENT EMPLOYEES

27.01 Pay during Temporary Assignments

Employees absent for work on holidays, or other leaves (paid or unpaid) may be replaced in the discretion of the Program Director taking into account workloads, program needs, safety and budget.

27.02 When an Employee is temporarily reassigned to another job classification, for a period greater than three (3) days at a time, the Employee shall be paid at the rate of the other job classification for the entire period of the temporary assignment, if it is a higher rate, but at his or her regular rate if the rate of the temporary assignment is lower.

ARTICLE 28 EMPLOYEE BENEFITS

Full-time Employees

28.01 (a) The Employer agrees to continue the health and welfare plan in force at the time of the signing of this Agreement provided that the Employer may discontinue any such plan and replace it with a new plan as agreed to between the parties. If such a new plan is presented to the Union by the Employer, the Union agrees to provide its position to the Employer within 14 days of being presented with the new plan.

(b) The Employer agrees to pay one hundred per cent (100%) of the premiums for such plans in effect from time to time except premiums for the long-term disability plan which shall continue to be paid by each Employee covered by that plan through payroll deduction. Coverage of Employees under such health and welfare plan is, subject to the terms of such plans, compulsory for each Employee, but such coverage shall not commence until a new Employee has completed six (6) months' continuous service, effective June 1, 1995. The benefits available to Employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage.

28.02 Any dispute over payment of benefits under such plans or policies shall be adjusted between the Employee and the insurer concerned. The Employer will use its best efforts to adjust any such dispute, but the Employer is in no way liable to any individual Employee for payment of benefits under such plans or policies.

28.03 The health and welfare plans referred to in Section 28.01 are as follows:

- a) Extended Health Care
- b) Group Life Insurance
- c) Dental
- d) Long-Term Disability
- e) Vision Care Coverage

28.04 **Group RRSP**

The Employer shall match each full-time Employee's contribution to a Group Registered Retirement Savings Plan (RRSP) established by the Employer on behalf of its Employees, up to a maximum of 3.5% of the gross earnings of the full-time Employees.

28.05 **Part-Time Employees**

Part-time Employees (which, for greater certainty, does not include temporary workers or project workers) shall receive, in lieu of all fringe benefits (except those benefits to which they are entitled under the Employment Standards Act), forty cents (40 cents) for each hour worked by the part-time Employee. Such amount shall be paid to each part-time Employee as part of his/her regular pay at the time he/she is paid for the hours he/she has worked.

ARTICLE 29 PAY PERIODS

29.01 All Employees shall be paid by cheque **or direct deposit** bi-monthly **in accordance with Schedule "A" attached hereto and forming part of this Agreement.**

29.02 Full-time Employees shall, on request, be paid in advance for any pay periods, the pay day for which occurs during absence due to vacation. **The employee must request the advance payment ten (10) working days prior to the end of the last pay period before the absence due to vacation.**

ARTICLE 30 PROFESSIONAL DEVELOPMENT

30.01 The Employer recognizes the need for the Employees to enhance and develop their professional competencies and work skills. The Employer shall endeavour to provide Employees with work related educational and developmental opportunities at its own expense, subject to financial constraints.

30.02 The identification of educational and developmental opportunities can be initiated by Employees, Supervisors or the Executive Director.

ARTICLE 31 VACATION

31.01 Full-Time Employees

Full-time Employees shall be entitled to paid vacation leave on the following scale:

Service Time

Vacation Entitlement

for Employees
who have completed
one (1) year's service

3 weeks (15 working days) vacation
per calendar year commencing in the
year in which one year of service is
to be completed

for Employees
who have completed
four (4) years service

4 weeks (20 working days) vacation
per calendar year commencing in the
year in which four (4) years of service
is to be completed.

Effective June 1, 1995 - 5 weeks (25 working days) vacation for Employees who have per calendar year commencing in the completed eight (8) year in which eight (8) years of service is to be completed.

New full-time Employees accrue vacation entitlement from the date of hiring at the rate of one and one-quarter (1 1/4) days for each full month of employment in the calendar year of hiring.

A terminating full-time Employee is entitled to vacation pay at his/her rate of pay based on vacation entitlement in that calendar year calculated on a pro rata basis to the date of termination, less used vacation time.

A terminating full-time Employee who has used more than his/her earned vacation entitlement in the calendar year of termination, calculated on a pro rata basis from January 1 to the date of termination, shall reimburse the Employer for such excess paid vacation leave taken, at the Employee's regular rate of pay.

31.02 No Employee shall receive vacation pay and sick leave pay for the same period of time.

31.03 Vacations must be taken by March 31 of the calendar year following the year in which they were earned. Vacation entitlement not taken in accordance with this paragraph will be lost and will not be paid.

- 31.04 Scheduling of vacation is subject to the approval of the Employee's Supervisor. Every effort will be made to accommodate Employee wishes in the scheduling of vacations, but the program needs of the University Settlement shall take priority. In the event of a conflict between the vacation requests of two (2) or more Employees, preference will be given to the Employee(s) with the greater seniority.
- 31.05 Should a holiday fall within an Employee's vacation period, that day will not be counted as a vacation day taken.
- 31.06 Should an Employee be on sick leave or on Occupational Accidental Death and Dismemberment (WCB replacement) benefits prior to a scheduled vacation period and the illness or period of benefits extends into the vacation period, the Employee shall be entitled to re-schedule his/her vacation to a later time authorized by his/her Supervisor.
- 31.07 **Part-Time Employees**

Part-time Employees shall receive 4% vacation pay, paid once annually in December of each and every year.

ARTICLE 32 SICK LEAVE

- 32.01 Full-time Employees shall earn paid sick leave credits at the rate of 1 and 1/2 days per calendar month of active service, to a maximum of fifteen (15) days total credit. Sick leave days taken shall be deducted from the total credits accumulated.
- 32.02 Full-time Employees absent from work due to illness in excess of ten (10) consecutive working days, and who apply for, and are eligible to receive, UIC sickness benefits shall receive supplementary sick leave benefits for the period of entitlement to UIC sickness benefits as follows:
- The difference between the UIC benefits payable and 75% of his/her regular pay (excluding overtime) as of the last pay period prior to commencement of his/her absence, less the gross amount of any other earning from employment to which he/she may be entitled, for the period of eligibility for UIC sickness benefits.
- 32.03 Full-time Employees who have applied for and believe themselves eligible to receive supplementary sick leave benefits under Article 33.02, above, may request payment by the Employer of the benefit and an advance of UIC benefits payable pending receipt of such UIC benefits and the Employer shall make such payments, subject to the Employee signing a written agreement to reimburse the Employer for advances upon receipt of UIC benefits, and to re-pay all such benefits and advances in the event that the Employee shall subsequently be

found not to be entitled to receive supplementary sick leave benefits under Article 33.02, above.

- 32.04 Full-time Employees receiving supplementary sick leave benefits under Article 33.02, above, or receiving advances and/or benefits under Article 33.03, above, shall be entitled to continued coverage under the Health and Welfare plans provided in the Agreement, provided that the premium for long-term disability shall continue to be paid by the Employee through payroll deduction. The Employee shall not accumulate sick leave credits, or vacation leave credits while in receipt of supplementary sick leave benefits.
- 32.05 Full-time Employees receiving benefits under Article 32.02 or payments under Article 32.03 shall furnish to the Employer on request proof of application for UIC benefits, or a declaration of the gross sum of unemployment insurance benefits and of any earnings from employment or self-employment, as may be requested by the Employer. Failure by an Employee to furnish such documentation to the Employer shall disentitle the Employee to payments to which he/she would otherwise be entitled under either Article 33.02 or 33.03, above.
- 32.06 Sickness must be substantiated by a doctor's certificate if the absence is for more than four (4) consecutive working days. In addition, sickness must be substantiated by a doctor's certificate for each and every absence, if so required, by written notice, given in advance by the Employer to individual Employees if and when required. The written notice shall specify the reason for and the duration of the requirement and may be extended upon written notification to the Employee.
- 32.07 It is the responsibility of Employees to report absences to their immediate Supervisor as soon as possible on the day of such absence and, where possible, advise the Supervisor as to the length of time they expect to be absent.

ARTICLE 33 WORKFARE

- 33.01 An Ontario Work Placement shall not displace any paid employment at University Settlement House or any associated or related organizations including:
1. duties currently held by an employee
 2. duties performed by an employee who has been laid off and has recall rights under a collective agreement
 3. duties of an employee who is on a leave of absence
 4. a collection of duties previously held by employees, within a maximum of 2 years.

ARTICLE 34 RETROACTIVITY

34.01 The Parties agree that none of the terms of this Agreement are retroactive prior to the date that execution of this Agreement is completed by both Parties, except where stipulated otherwise.

ARTICLE 35 TERM OF AGREEMENT

35.01 The Parties hereto agree that this Agreement shall be effective until **December 31, 2008**, and thereafter from year to year unless notice of desire to amend or terminate the Agreement is given by either Party to the other Party, not more than ninety (90) or less than thirty (30) calendar days prior to the expiry date of the Agreement. If notice to amend or terminate the Agreement is given by either Party, then the Parties agree to meet for the purpose of negotiations within thirty (30) days after such notice upon request to do so.

Signed at Toronto, Ontario this ____th day of June 2007.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #1

Between:

University Settlement
(hereinafter called the "Employer")

and

Canadian Union of Public Employees
and its Local 2998-01
(herein called the "Union")

Re: Time Sheets

The Parties acknowledge that it is essential for the Employer to maintain an accurate record of hours worked by each employee for payroll purposes.

To facilitate this, each employee will be required to regularly complete a standardized time sheet and/or payroll record as required by Department manager.

If employees do not submit time sheets to Employer as required, the Employer reserves the right to withhold their pay for that period, until such time as the required time sheet(s) is/are submitted.

Dated at Toronto, Ontario this ____th day of June 2007.

For the Employer

For the Union

LETTER OF AGREEMENT #2

Between:

University Settlement
(hereinafter called the "Employer")

and

Canadian Union of Public Employees
and its Local 2998-01
(herein called the "Union")

Re: Market Value Pay Rates

On a without prejudice or precedent basis, the following positions exist outside the negotiated Pay Equity Rate due to current market conditions and recruitment difficulties.

The parties agree that the wage rates for these specific positions will be as referenced below for the term of this collective agreement.

LINC Bilingual Instructor:	\$30.90/hr
Fitness Instructor:	\$30.90/hr
Conductor-M&A Chamber:	\$32.97/hr

Further, should similar issues arise with any other job class; the parties agree to meet to negotiate an appropriate pay rate.

Dated at Toronto, Ontario this _____th day of June 2007.

For the Employer

For the Union

SCHEDULE 'A1' – WAGES – PART TIME & FULL TIME

Grade	Point Range	Position	Jan. 1, 2006	2006 Pay Equity Adjustment	NEW RATE Jan. 1, 2006
1	300-350	Volleyball Referee	\$14.45	\$.60	\$15.05
		LINC Bilingual Instructor*	\$30.90	\$.00	\$30.90
		Community Worker – Vetn	\$14.66	\$.60	\$15.26
2	351-400	Secretary	\$17.11	\$.47	\$17.58
		Facility Supervisor	\$14.95	\$.47	\$15.42
		Program Leader 1 GUHD	\$12.70	\$.47	\$13.17
		Art Program Leader	\$15.14	\$.47	\$15.61
		Fitness Instructor	\$30.90	\$.00	\$30.90
3	401-450	Prenatal Program Worker	\$15.94	\$.37	\$16.31
		Teacher/tutor	\$18.42	\$.00	\$18.42
		Seniors Services Worker	\$14.65	\$.00	\$14.65
		Program Leader 1/Escort	\$15.71	\$.37	\$16.08
		Conductor-M&A Chamber	\$32.97	\$.00	\$32.97
		Maintenance Worker P/T	\$14.13	\$.00	\$14.13
		Community Worker	\$18.44	\$.00	\$18.44
Receptionist	\$16.27	\$.37	\$16.64		
4	451-500	Youth Outreach Worker	\$15.98	\$.20	\$16.18
		Recreation/Maint. Sec	\$16.52	\$.20	\$16.72
		Kindergym Co-ordinator	\$13.71	\$.00	\$13.71
		Employment Developer/Counsellor	\$16.54	\$.20	\$16.74
		Accounting Assistant	\$18.92	\$.20	\$19.12
5	501-550	Childcare Workers(Kindergym)	\$12.22	\$.00	\$12.22
		Childminder/Child Care	\$16.52	\$.17	\$16.69
		Music & Arts Prog. Assist.	\$17.01	\$.17	\$17.18
		Tryfit Co-Facilitator	\$12.22	\$.00	\$12.22
		Lifeguard Instructor	\$17.33	\$.17	\$17.50
		Department Coordinator	\$17.96	\$.17	\$18.13
Recreation Youth	\$16.03	\$.00	\$16.03		
6	551-600	ECE (Early Childhood)	\$17.17	\$.17	\$17.34
		Recreation Supervisor	\$19.85	\$.17	\$20.02
		GUHD Co-ordinator	\$17.64	\$.17	\$17.81
		Maintenance Worker F/T	\$16.05	\$17.37	\$18.84
		Tryfit Facilitator	\$16.81	\$.00	\$16.81
		Childcare Co-ordinator (GUHD)	\$13.58	\$.00	\$13.58
		Daycare Cook	\$17.70	\$.17	\$17.87
		M&A School/Daycare	\$20.65	\$.00	\$20.65
Out of the Cold Program	\$17.56	\$.17	\$17.73		
7	601-650	Group Teacher Choral	\$21.61	\$.00	\$21.61
		M&A Instrument/voice	\$19.15	\$.17	\$19.32
8	651-700	M&A Group Teacher	\$22.12	\$.00	\$22.12
		Daycare Teacher	\$19.97	\$.17	\$20.14
9	701-750	Security Staff	\$16.48	\$.00	\$16.48
10	751-800	Program Co-ordinate OOC	\$20.41	\$.17	\$20.58

See Notes on next Page

SCHEDULE 'A' – WAGES – Notes

- Note 1: All jobs being remunerated in excess of the wage grid outlined in Schedule 'A' will be 'red-circled' until such time as the wage rate for their classifications is equal to or exceeds their rate, or is otherwise negotiated. Affected employees, however, will receive a lump-sum payment, not to base salary, equivalent to 1% of gross earnings in each year she/he remains 'red-circled'.
- Note 2: One-time bonus: Each Full Time bargaining unit employee, as at date of ratification, will receive a one-time bonus of two hundred dollars (\$200.00), subject to statutory deductions. Each Part Time bargaining unit employee, as at date of ratification, will receive a one-time bonus of seventy-five dollars (\$75.00), subject to statutory deductions.
- Note 3: Wage rates are inclusive of all Pay Equity adjustments made by University Settlement up to December 31, 2005.

COLLECTIVE AGREEMENT

between



UNIVERSITY SETTLEMENT
(hereinafter called the "Employer")

- and -



CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2998-01
(hereinafter called the "Union")

January 1, 2005 to December 31, 2008

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THIS AGREEMENT made and entered into this _____ of June 2007.

between

**University Settlement
(hereinafter referred to as the "Employer")
of the First Part**

and

**Canadian Union of Public Employees, Local 2998-01
(hereinafter referred to as the "Union")
of the Second Part**

ARTICLE 1 PURPOSE

- 1.03 The purpose of this Agreement is to promote and maintain mutual understanding and cooperation and to establish an orderly, harmonious collective bargaining relationship between the Employer and the Union, and to foster and promote the efficient delivery to the community of a high standard of service by the Employer.
- 1.04 The Union agrees it will encourage and foster positive relationship with sponsors corporate or other wise of the agency and support openly the Staff's and the Board's fundraising and revenue generation efforts.

ARTICLE 2 RECOGNITION

- 2.02 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of the University Settlement in Toronto, save and except Supervisors/Directors, those above the rank of Supervisor/Director, **Fund Raiser, Executive Assistant to the Executive Director and the** Manager of Administration.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.03 The Union recognizes that the management of University Settlement and the direction of the Employees rests exclusively with the Executive Director who is responsible to the Employer and the Board of Directors except as expressly modified or restricted by a specific provision of this Agreement.
- 3.04 Union recognizes that the Employer and its designates are the sole contact with funders and will not engage or encourage detrimental communication with funders or the membership.

ARTICLE 4 UNION DUES CHECKOFF

- 4.08 The Employer shall deduct an amount equivalent to the regular monthly Union dues from the wages of all Employees as a condition of employment. Such deduction shall be made biweekly and remitted to the National Secretary-Treasurer of the Union by the 15th day of the month following the month for which the dues were deducted, accompanied by a list of names of Employees from whose wage deductions have been made.
- 4.09 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 from pay as provided by this Article.
- 4.10 The Union shall advise the Employer in writing three (3) months in advance of the amount of Union dues to be deducted from every Employee in the bargaining unit and also of any changes to the said amount. The Union shall advise the Employer in writing of the name and address of the National Secretary-Treasurer of the Union and of any changes thereto.
- 4.11 The Employer agrees to provide a copy of this Agreement to all new Employees within one (1) month of the commencement of their employment. The cost of printing the necessary copies of this Collective Agreement shall be borne by the Union.
- 4.12 At the time that Income Tax (T4) slips are made available to each Employee, the Employer shall include on the T-4 slip for each Employee the amount of Union dues paid by that Employee in the previous year.
- 4.13 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect.
- 4.14 The Union Stewards shall be notified of all new staff by their Supervisor. A representative of the Union shall be given an opportunity to meet with all new Employees hired during each quarter of the calendar year. The Union shall have the opportunity to meet with such new Employees as a group for a maximum of thirty (30) minutes within two (2) weeks of the termination of each quarter of the year, without loss of pay to the Employees. Such meeting shall be for the purpose of acquainting new Employees with their rights and obligations under this Agreement. For purposes of this Article, the first quarter of each calendar year shall commence January 1 and end March 31, and the three (3) month periods thereafter shall constitute successive quarters.

ARTICLE 5 NO DISCRIMINATION

- 5.03 The Employer and the Union agree there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any Employee in all matters relating to age, race, creed, colour, nationality, ancestry or place of origin, sex, lawful political affiliation, pregnancy religious affiliation, sexual orientation, marital status, family relationship and physical or mental handicap so long as such handicap does not adversely affect the Employee's capacity to satisfactorily perform the functions of his/her job nor by reason of any membership or non-membership or lawful activity in the Union or any other Trade Union.
- 5.04 **The Employer and the Union recognize and uphold the inherent dignity, worth and rights of each individual. The Employer undertakes to pursue equality; freedom from adverse discrimination and harassment (including personal harassment); and, to pursue the removal of all barriers to equal opportunity and further agrees to provide a workplace commensurate with the foregoing.**

ARTICLE 6 PAY EQUITY

- 6.03 **In recognition of the parties' mutual commitment to the ongoing process of pay equity and to the principle of equal pay for work of equal or comparable value:**
- (c) **University Settlement shall fulfill the obligations of an Employer under the Pay Equity Act.**
 - (d) **The parties agree to meet with a view to the development of an appropriate process for maintaining the objectives of the Pay Equity Act.**
- 6.04 Procedures developed under Pay Equity Legislation shall be used as the Job **Evaluation** Program, as set out in the **document "Job Evaluation/Pay Equity – University Settlement" dated December 2004 (including the Banding Report)**, as amended from time-to-time through the Agreement of the Parties. **This document shall be deemed to be incorporated into and form part of this Agreement.** The Parties shall meet on an annual basis, preferably every November to review the overall Job **Evaluation** Programs established by the combined efforts of the Union and Management committee members.

ARTICLE 7 UNION/MANAGEMENT RELATIONS

- 7.06 The Parties agree to form a Union/Management Relations Committee, which shall comprise of two (2) representatives of the Employer and two (2) representatives of the Union. The committee shall have the option to meet at the end of every fourth month should there be items on the agenda but may meet at other times on the consent of both Parties. Such consent shall not be unreasonably withheld.

- 7.07 The Committee shall concern itself with matters of mutual interest and, to facilitate productive discussion, the Parties will agree to an agenda prior to each meeting.
- 7.08 (a) Chairing of meetings shall rotate between the Union and the Employer. Summaries of these meetings shall be prepared jointly and copies provided to Committee members within two (2) weeks of the conclusion of the meeting.
- (b) Minutes of those meetings are the responsibility of the Chair of the meeting and shall be distributed to the Executive Director and the members of the Committee within 15 days of each meeting.
- 7.09 Committee members shall not suffer loss of pay or benefits for time spent in attendance at committee meetings convened under Section 7.01 or at negotiations meetings held during working hours.
- 7.10 Employees who are on the Union's negotiating committee shall be entitled to take compensatory time off equivalent to the number of hours they attend at negotiating meetings scheduled between the Union and the Employer for the renewal of this Agreement where such negotiating sessions take place during other than their regular working hours.

ARTICLE 8 DEFINITIONS

8.08 Part-Time Employees

A person whose employed hours average 24 hours or less aggregate during **one calendar week commencing on Monday and concluding on Sunday** on one (1) or more positions in any three (3) consecutive pay periods.

8.09 Part-Time Position

A group of duties possessing a job description, the performance of which duties are required for 24 hours or fewer during a seven (7) day period with an established rate of pay.

8.10 Spouse/Spousal Equivalent

An Employee's spouse **or common-law (including same sex)** partner.

8.11 Employee

The word "Employee", when used in this Agreement, refers only to the Employees within the aforesaid bargaining unit unless otherwise specifically stated.

8.12 Project Workers

- (a) The term "project worker", when used in this Agreement, means an Employee who is employed for an agreed term of employment to work on a special project which is funded by special grant(s) provided to the Employer. Such special grants are for the specific purpose of operating special projects and do not include grants which constitute part of the Employer's core budget.
- (b) A project worker whose agreed term of employment is in excess of twelve (12) consecutive months ("long-term project worker") shall be covered by all of the terms of this Agreement except as follows:
 - (1) Article 14 shall not apply to long-term project workers and long-term project workers shall have no seniority rights under the terms of this Agreement, **save and except in the application** of Article 13 (employment). They shall be required to serve a probationary period as provided in Section 14.01.
 - (2) A long-term project worker shall not be covered by the terms of Articles **24, 28, 31, 32.02, 32.03, 32.04 and 32.05**, if the amount or terms of the special grant(s) for the special project under which he/she is employed precludes such coverage, in which case he/she shall be entitled to the statutory holidays, vacations, sick leave and leaves of absence which the Employer is able to provide in accordance with the amount and terms of such special grant(s). Long-term project workers shall, at a minimum, be entitled to statutory holidays and vacations as provided by the Employment Standards Act, S.O. 2000, c. 41 as amended.
 - (3) A long-term project worker's employment shall be deemed to be terminated at the end of his/her agreed term of employment and may be terminated prior to that time on one (1) month's written notice or pay in lieu of notice.
- (c) A project worker whose agreed term of employment is twelve (12) consecutive months or less ("short-term project worker") shall be deemed to be excluded from the bargaining unit as defined in Section 2.01 and shall not be covered by any of the terms of this Agreement.
- (d) A short-term project worker whose agreed term of employment is renewed for a further consecutive agreed term or terms such that his/her total consecutive agreed terms of employment exceed twelve (12) consecutive months, shall be covered by all of the terms of this Agreement applicable to long-term project workers effective the first working day of that further consecutive agreed term of employment which, when combined with the previous consecutive agreed terms of employment, causes the total consecutive agreed terms of employment to exceed twelve (12) consecutive months.

- 8.05 (e) A project worker whose service continues unbroken and who is hired to be employed in a bargaining unit position, other than as a long-term project worker, shall be credited with the time spent as a project worker in reducing his/her probationary period and accruing seniority.

8.13 **Temporary Worker**

- (a) The term "temporary worker", when used in this Agreement, means person who is employed on a temporary basis, for a period not in excess of six (6) consecutive months, (except in the case of maternity leave, the term of employment for the "temporary worker" shall be for a period not in excess of twelve (12 consecutive months) in order to:
- (1) fill a temporary vacancy in a bargaining unit position caused by an Employee's absence(s) on sick leave, long-term disability, maternity leave, leave of absence, vacation, suspension, compensatory time-off, professional development or similar absences in manpower; or
 - (2) deal with a short-term increase in the bargaining unit work load; or
 - (3) fill a permanent vacancy in a bargaining unit position until an Employee can be permanently placed or hired to fill the vacancy; or
 - (4) deal with emergencies.
- (b) Temporary workers shall be deemed to be excluded from the bargaining unit as defined in Section 2.01 and shall not be covered by any of the terms of this Agreement.

- 8.14 Subject to Section 8.06 (a) (3), the Employer agrees that it shall not employ project workers or temporary workers in order to avoid filling an existing permanent vacancy in a bargaining unit position (other than a project worker position) or to avoid filling a newly created bargaining unit position (other than a project worker position).

ARTICLE 9 NO STRIKES - NO LOCKOUTS

- 9.02 The Employer agrees that there shall be no lock-out and the Union agrees that there shall be no strike during the term of this Agreement. The meaning of the words "lock-out" and "strike" shall be as defined in the Labour Relations Act, S.O. 1995. c. 1, as amended.

ARTICLE 10 GRIEVANCE PROCEDURE

10.02 Should differences arise as to interpretation, application, administration or alleged violation of the provisions specifically mentioned in this Agreement, such differences shall be adjusted according to the following steps in the order named. Any adjustments from the grievance procedure so made shall be final and binding upon both Parties and the Employee concerned. The term "grievance" as used in this Agreement shall mean a complaint by any Employee against the Employer alleging failure to comply with the provisions of this Agreement. Such grievance must be covered by specific provisions of this Agreement and complaints with reference to matters not included in this Agreement shall not be subject to the grievance or arbitration procedures.

Step 1

It is the mutual desire of the Parties hereto that grievances of Employees shall be adjusted as quickly as possible and it is understood that an Employee shall not be considered to have a grievance until the aggrieved Employee discuss his/her grievance with his/her immediate Director/Manager/ Supervisor within five (5) working days after the occurrence of the circumstances giving rise to the grievance. If the grievance is not settled within five (5) working days of this discussion the aggrieved Employee must present his/her grievance in writing to his/her Director/Manager/Supervisor. The Director/Manager/Supervisor shall provide a written response to the Employee within five (5) working days of receiving the written grievance. Failing settlement, then:

Step 2

Within five (5) working days after the Director's/Manager's/Supervisor's written decision about the complaint is made known to the Grievor at Step 1, the Grievor, through his/her Steward, may **present the grievance, in writing, to the Executive Director, or designate. The Executive Director, or designate, will** arrange, within ten (10) working days, for a meeting with the Grievor, his/her Steward, and Union representative, and the Director/Manager/Supervisor, Executive Director or their designate **to discuss the issues pertaining to such grievance.**

- 10.03 (a) The Union may submit a written policy grievance affecting substantially all of the Employees in the bargaining unit in regard to which an individual Employee could not grieve where substantially all the evidence affecting such Employees will be the same. Such a grievance may be filed with the Executive Director or his/her nominee at Step 2 of the Grievance Procedure within ten (10) working days after the circumstances giving rising to the grievance have occurred or should have reasonably become known to the Union.
- (b) The Employer may submit a written Grievance to the Union at Step 2 of the Grievance Procedure within ten (10) working days after the circumstances giving rise to the grievance have occurred or should have reasonably become known to the Employer.

- 10.06 Both Parties agree and understand that the time limit set out both in the grievance and arbitration procedure must be strictly complied with, except by written agreement, to extend and failure to do so shall result in the grievance being deemed to have been abandoned.
- 10.07 A grievance filed pursuant to this Article shall state the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the Employee who claims to be aggrieved, the specific section or sections of this Agreement that the Employee claims the Employer has violated and the remedy he/she seeks.
- 10.08 Failing settlement under the foregoing procedure of any grievance between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitrable such grievance may be sent to arbitration as provided here. If no written request to apply for arbitration is received within thirty (30) days after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned.

ARTICLE 11 DISCHARGE OR SUSPENSION

- 11.02 Any Employee, other than a probationary Employee, who believes that he/she has been discharged or suspended without just cause may submit a written grievance at Step 2 of the Grievance Procedure within ten (10) working days of the discharge or suspension.

ARTICLE 12 ARBITRATION PROCEDURE

- 12.04 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that an Employee (other than a probationary Employee) has been unjustly disciplined, either of the Parties may, after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name and address of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days advise the other Party of the name of its appointee to the Arbitration Board. The appointees so selected shall, within ten (10) working days of the appointment of the second of them or as agreed, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, then the Minister of Labour for the Province of Ontario may appoint a qualified person to be Chairperson, upon the request of either Party. Nothing herein shall prohibit the Parties from agreeing to proceed before a sole arbitrator.
- 12.05 The Arbitration Board or Sole Arbitrator will be without jurisdiction to make any decisions inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement or substitute any new provisions in lieu thereof.

12.06 Each of the Parties hereto will bear the expenses of the nominee appointed by it, and the Parties shall jointly bear the expenses, if any, of the Chairperson of the Arbitration Board or Sole Arbitrator, as the case may be.

ARTICLE 13 EMPLOYMENT

13.02 Whenever vacancies in full-time positions at the University Settlement are to be filled and applications for such positions have been received, consideration for applicants shall be based upon any or all of the following factors: education, training and work experience, ability and appraisal of past performance.

13.02 The Employer will take no action to fill a vacancy in **either** a full-time **or part-time** position until a notice has been posted for five (5) working days and present Employees are given an opportunity to apply and be interviewed. The notice of vacancy or new position shall include the following information:

- **Job Title** and a Job Description
- **Location**
- **Normal hours of work**
- required qualifications, skill level, education, knowledge and experience applicable to the position
- wage or salary rate or range

13.03 The successful applicant will be notified of the appointment and the Union will be advised of all changes occurring within the bargaining unit.

13.04 Whenever a vacancy occurs in a part-time position, which vacancy is caused by a part-time Employee leaving the employment of the Centre; or when a new part-time position is created; and such position is to be filled on a regular basis, the existence of such vacancy shall be posted. The Steward at the Centre shall receive a copy of such notification.

ARTICLE 14 SENIORITY

14.08 An Employee will be considered on probation and, therefore, subject to termination or lay-off at the Employer's discretion, without notice and without just cause, until he/she has worked six (6) months in the bargaining unit. Upon satisfactorily completing the probationary period, an Employee will be placed on a seniority list and his/her seniority shall date from the date of his/her last date of hire.

14.09 Seniority shall prevail for purposes of promotion within the provisions of Article 13 and, in cases of staff reduction, **where it** shall apply within the position classification. Seniority shall continue to accumulate except for any of the reasons set forth in 14.05 below, and is not to be considered a reason for continuity of the employment relationship during or after a twenty-four (24) month non-working period caused by staff reduction.

- 14.10 In the event of staff reduction, Employees shall be removed from work in reverse order of seniority within the position classification. When work becomes available, such persons, if not more than twenty-four (24) months have elapsed from the date they became surplus to the work requirements shall be re-employed in seniority order, provided that they possess the necessary qualifications for such work. During the period in which they are surplus to the work requirements, such persons shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the specified period as provided herein.
- 14.11 In the event of any lay-off by reason of staff reductions, any Employee so affected with at least two (2) years of aggregate service shall be given preference for other employment for which he/she is qualified.
- 14.12 For purposes of this section an Employee's qualifications shall be assessed by the Employer based upon the Employee's skill, ability, efficiency, education and knowledge as these relate to the requirements of the job.
- 14.13 All benefits accumulated by an Employee prior to a staff reduction, shall be suspended during the period that such persons are surplus to the work requirements. Upon re-employment, benefits shall again commence.
- 14.14 An Employee shall lose his/her seniority for any of the following reasons:
- (a) voluntarily quitting employment and not withdrawing such resignation within 48 hours;
 - (b) discharge for just cause from employment without written reinstatement;
 - (c) failure to report for work within seven (7) working days from date that recall to work is issued;
 - (d) absence from work without written notice to the Director in excess of three (3) calendar days from commencement of such absence;
 - (e) not being recalled to work at the University Settlement within twenty-four (24) months from the date of being notified that the Employee is surplus to the work requirements.

ARTICLE 15 ENTIRE AGREEMENT

- 15.02 This Agreement supersedes and cancels all prior practices and agreements between the Employees and the Employer, whether written or oral, unless expressly stated to the contrary herein and, together with any letter of understanding executed concurrently with (or after) this Agreement, constitutes the complete and entire Agreement between the Parties and concludes collective bargaining for its term.

ARTICLE 16 REQUIREMENTS FOR USE OF EMPLOYER VEHICLES AND PRIVATE MOTOR CARS

- 16.04 No Employee will be permitted to operate an Employer owned vehicle unless he/she has been approved by the Executive Director and is in possession of all licenses required by law. The Employer reserves the right to investigate the driving record of any Employee who may be required to operate an Employer owned vehicle in the course of his/her employment.
- 16.05 Employees shall be individually and wholly responsible for any fines which they may incur as a result of traffic violations.
- 16.06 **Where** an Employee is required to use his/her private motor vehicle on business for University Settlement and has been duly authorized by the Director to do so, the Centre shall pay such Employee, an allowance at the rate of **40 cents (40¢)** per kilometre for all kilometres travelled on business. Such allowance shall be made only after submission, within one (1) month of the date the cost was incurred, of a travel log satisfactory to University Settlement Recreation Centre and approved by the Director.
- 16.04 Employees shall be reimbursed for parking expenses incurred on business for the **Employer** upon submission of proof satisfactory to the Director or designee of such expense.
- 16.05 When an Employee of the University Settlement is obliged to use public transportation facilities while engaged in business for the Recreation Centre, such Employee shall be compensated for tickets or tokens upon request for such compensation within one (1) month of date of usage.

ARTICLE 17 OCCUPATIONAL HEALTH AND SAFETY

- 17.02 The Parties agree to comply with the terms of the Occupational Health and Safety Act as applicable.

ARTICLE 18 ACCESS TO PERSONNEL FILE

- 18.02 An Employee shall have access to his/her personnel file, in the presence of the Director or designee, for the purpose of reviewing **any** evaluation **and disciplinary notations**.
- 18.02 The Employee shall receive a copy of all written disciplinary letters to be placed in the Employee's personnel file.
- 18.04 All disciplinary records in an Employee's personnel file more than **thirty-six (36)** months old will be **destroyed and** disregarded in **all** matters provided there have been no further disciplinary reports of **the same** nature during the period.
- 18.05 Disciplinary records which are to be disregarded, as in 18.03, will be removed at the Employee's written request.

ARTICLE 19 JOB SECURITY

- 19.02 Management Employees will not normally perform work that falls within the scope of the duties of members of the bargaining unit. The Parties agree that this provision does not apply to absences of five (5) working days or less.
- 19.04 The Employer agrees that no Employees will be laid off as a result of contracting out of bargaining unit work.
- 19.05 The Employer agrees not to contract out existing bargaining unit work to the extent that such action would result in the lay-off or downgrading of an Employee.

ARTICLE 20 CORRESPONDENCE

- 20.03 (a) All correspondence between the Parties to this Agreement shall pass to and from the Executive Director of the Employer and the Recording Secretary of the Union and the Parties agree to keep each other advised of the current mailing address applicable.
- (b) A copy of such correspondence shall be copied to the Chair of the Negotiations Committee c/o the Executive Director **and the CUPE National Representative.**
- 20.04 The Employer shall supply the Union, in writing, within fifteen (15) working days from the time of commencement of employment, with the names and positions of all newly hired Employees covered by this Agreement and agrees to inform the Union in writing within ten (10) days of the names of any Employee covered by this Agreement who tenders his/her resignation, is laid off or is dismissed.

ARTICLE 21 PROPER ACCOMMODATION

- 21.03 The Union shall have reasonable access to a bulletin board existing in a location designated by the Employer for the posting of appropriate Union notices pertaining to matters covered by this Agreement. Copies of all such Union notices shall be given to the Executive Director of the Employer prior to posting.
- 21.04 The Employer shall ensure that Employees have reasonable accommodations for lunch and rest periods subject to the availability of accommodation on the Employer's premises.

ARTICLE 22 UNION REPRESENTATION

- 22.08 No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers.

- 22.09 Outside representatives of the Union shall have reasonable access to the Employer's premises for the purpose of assisting in the preparation and settlement of grievances **or whenever the Local requires assistance in dealing with the Employer, provided** advance permission of the Executive Director or his/her representative has been obtained. Such advance permission shall not be unreasonably withheld.
- 22.10 The Employer recognizes the right of the Union to elect or appoint stewards and agrees to recognize **three (3)** Stewards, one (1), of whom shall be designated by the Union as Chief Steward. **It is agreed and understood that off the aforementioned Stewards, only one (1) may be a Part Time employee.**
- 22.11 No representative shall leave her work place or enter another department to investigate or process a grievance or negotiate with the Employer without the prior consent of her Supervisor, or any other Supervisor affected, which shall not be unreasonably withheld. It is understood that stewards will not absent themselves from their regular duties unreasonably.
- 22.12 The Employer agrees that a steward will suffer no loss of basic pay as a result of regularly scheduled straight time lost while attending meetings with the Employer **and including the investigation and processing** of grievances in accordance with the **Grievance and Arbitration** Procedure.
- 22.13 The selection of stewards is the function of the Union and the Union shall notify the Employer in writing of the names of the Stewards and Chief Steward before the Employer will recognize them.
- 22.14 The Employer agrees to recognize a Union Grievance Committee comprised of the two (2) stewards and one (1) executive officer of the Union, and the names of these individuals shall be supplied by the Union to the Employer.

ARTICLE 23 HOURS OF WORK & OVERTIME

23.05 a) Full-Time Employees

The normal hours of work shall be seven (7) hours per day, 35 hours per week. There shall be a one (1) hour unpaid break for lunch and two (2) paid break periods of fifteen minutes each; one (1) to be taken in the morning and one (1) in the afternoon. Some staff have responsibilities which cannot be restricted to these office hours and regardless of this, all Employees shall be eligible for two (2) consecutive days off per week. Staff may be required to work at least one (1) evening per week.

Where requested by an Employee, flexible hours of work shall be determined by the Program Director **and approved by the Union**. In certain circumstances, flexible hours shall not be an option in that certain program needs demand staff attendance.

23.01 b) **Part-Time Employees**

The normal hours of work shall be those hours that are scheduled on a regular basis. There shall be a minimum of one (1) break period of fifteen minutes in each work shift of three (3) hours or more. All shifts over five (5) hours shall also include a one (1) unpaid hour break for lunch.

23.06 It is recognized that due to the nature of the Employer's operation as a Social Service Agency, overtime work may be required. It is agreed that overtime work is voluntary. An Employee who is authorized by his/her Supervisor to perform work exceeding their regular scheduled hours per week shall be compensated by receiving an equivalent amount of time-off ("compensatory time-off"). This time shall be banked to a maximum of 35 hours and shall be taken by the Employee as time off during regular working hours at a time mutually agreeable between the Employee and his/her Supervisor, provided that any compensatory time off banked by an Employee in excess of 35 hours must be taken by the Employee within two (2) calendar months following the calendar month in which it is earned, failing which it is automatically forfeited. An Employee may use up to thirty-five (35) hours of his/her compensatory time banked in any one (1) year to be added to vacation for that year. Scheduling of such compensatory time off to be added to vacation shall be in accordance with the vacation article of this Agreement.

23.07 Should an Employee resign from his/her employment or be discharged by the Employer where such discharge is not reversed through the grievance procedure, such Employee shall in no event be entitled to a pay-out of accumulated compensatory time off except to the extent that up to thirty- five (35) hours of such accumulated compensatory time off has been added to the Employee's vacation as provided in paragraph .02 which may be paid out as vacation pay under the terms of this Agreement.

23.08 Employees who are required to purchase meals while working outside normal working hours or while attending seminars or meetings, at the request of the Employer, shall be reimbursed up to six dollars and fifty cents (\$6.50) per meal upon production of a receipt.

ARTICLE 24 HOLIDAYS - FULL-TIME EMPLOYEES

24.05 There shall be ten and one-half (10 ½) holidays each year as follows:

- | | |
|----------------|------------------------|
| New Year's Day | Simcoe/Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | ½ day on Christmas Eve |
| Canada Day | Christmas Day |
| Boxing Day | |

plus one (1) floating holiday to be taken at a time mutually agreeable between the Employee and his/her Supervisor for a total of eleven and ½ (11 ½) holidays.

- 24.06 A full-time Employee on the active payroll at the time of a holiday shall be paid for the holiday at his/her regular rate for the regularly scheduled hours of the day.
- 24.07 When a holiday falls on a Saturday or a Sunday, the Employer shall observe the holiday on Monday, in keeping with the general practice of the community.
- 24.08 Full-time Employees required to work on a holiday shall be paid time and one-half for all time so worked and in addition, shall be paid at the Employee's regular rate for the holiday.

ARTICLE 25 LEAVES OF ABSENCE

25.07 Compassionate Leave

A leave of absence with or without pay may be granted at the discretion of the Employer. A request for such leave of absence must be submitted to the Employee's Program Director in writing with reasons in support thereof and a copy of this written request shall be given to the Employee's Supervisor who will be consulted in connection with the Employer's decision concerning the request.

25.08 Union Leave

Upon written request, signed by an official representative of the Union, **leave of absence without pay will be granted to employees selected by the Union to attend Union business**, including conferences or conventions. No more than three (3) members of the bargaining unit may be absent **on Union leave** at any one time. **The cumulative total leave of absence granted under this Section shall not exceed twenty-five (25) days working days in any calendar year.** Requests must be received in writing by the Executive Director at least two (2) weeks in advance of the planned date for commencement of the leave. It is understood that authorization for leaves of absence under this Section will be conditional upon maintaining a high standard of service and efficiency in the operation of the Agency.

25.09 Bereavement Leave

Employees will be granted up to five (5) days time off with pay at their regular rate for bereavement at the time of the death of their mother, father, spouse, brother, sister, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, provided that the Employee is not receiving pay for such day or days under any other provisions of the Agreement and that the pay for such day or days of absence is limited to the day or days actually missed from work as per the Employee's scheduled working days. For the purposes of bereavement leave "spouse" includes common-law spouse or a person living in a same sex common-law relationship.

25.10 Jury Duty and Witness Duty

Employees who are required by law to serve as a juror **or who have been subpoenaed as a witness** shall continue to be paid the regular pay which they would have earned for their scheduled hours of work provided that they are not receiving pay for days under any other provision of this Agreement and provided that they pay any fee, not including any allowances, received for jury **or witness** duty to the employer.

25.11 Pregnancy and Parental Leave

Pregnancy and Parental leave shall be granted in accordance with the provisions of the Employment Standards Act, S.O. 2000, c. 41, as amended (the "ESA") and, in addition:

- (1) an Employee entitled to **pregnancy or parental** leave under the ESA who provides the Employer with evidence satisfactory to the Employer that she/**he** has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30 of the Unemployment Insurance Act, R.S.C. 1970-71-72, c.48, as amended (the "UIA"), shall be paid a **pregnancy and/or parental** leave allowance as follows:
 - (a) for the period of the first two (2) weeks immediately following the commencement of the **pregnancy/parental** leave, an amount equal to seventy-five percent (75%) of the regular non-overtime weekly wages for her/**his** classification to which she/**he** was entitled as of the last day worked by her prior to the commencement of the **pregnancy/parental** leave.
 - (b) for the period of the next twenty-four (24) weeks immediately following the first two (2) weeks after the commencement of **the pregnancy/parental** leave in an amount equal to seventy-five percent (75%) of the regular non-overtime weekly wages for her/**his** classification to which she/**he** was entitled as of the last day worked by her/**his** prior to the commencement of the **pregnancy/parental** leave minus the sum of:
 - (i) the gross weekly unemployment insurance benefits which she is entitled to receive; and

- 25.05 (1) (ii) the gross amount of any other earnings, which she is entitled to receive from any employment or self-employment.

As a condition of the payment under Section 26.05 (a) (ii), the Employee shall provide to the Employer bi-weekly a written declaration of the gross sum of such unemployment insurance benefits and such other earnings from employment or self-employment.

- (2) an Employee shall be entitled to continued coverage under the Health and Welfare plans provided in this Agreement during the period she/**he** is entitled to receive the **pregnancy/parental** leave allowance provided that the premiums for the long-term disability shall continue to be paid by the Employee through payroll deduction. The Employee shall not be entitled to use accumulated sick leave credits or receive supplemental sick leave allowance as provided in this Agreement as a consequence of any illness, injury disability or illness of immediate family member which occurs during any part of the Employee's **pregnancy/parental** leave hereunder.

25.12 **An employee who is required to be absent from work during his/her scheduled working hours for the purpose of obtaining his/her Canadian Citizenship shall, on one (1) occasion only, be granted one (1) day's leave of absence and will be paid for scheduled hours missed at his/her regular rate of pay.**

ARTICLE 26 EDUCATIONAL ALLOWANCE

26.02 The Employer will contribute to the tuition fee for Education Courses taken by full-time Employees, effective June 1, 1995, to a maximum of \$150.00 in a calendar year subject to the following:

1. The course or courses must be offered by a recognized educational institution and must clearly be of immediate benefit to the Employer. Responsibility for identifying the benefit to the Employer rests with the Employee's Program Director.
2. The enrolment in such course or courses is subject to the prior approval of the Executive Director at the recommendation of the Employee's Program Director.
3. Payment under this provision shall be subject to successful completion of the approval course of studies, and the Employee shall provide evidence of same to the Employer.

ARTICLE 27 TEMPORARY REPLACEMENT ABSENT EMPLOYEES

27.03 Pay during Temporary Assignments

Employees absent for work on holidays, or other leaves (paid or unpaid) may be replaced in the discretion of the Program Director taking into account workloads, program needs, safety and budget.

27.04 When an Employee is temporarily reassigned to another job classification, for a period greater than three (3) days at a time, the Employee shall be paid at the rate of the other job classification for the entire period of the temporary assignment, if it is a higher rate, but at his or her regular rate if the rate of the temporary assignment is lower.

ARTICLE 28 EMPLOYEE BENEFITS

Full-time Employees

28.06 (a) The Employer agrees to continue the health and welfare plan in force at the time of the signing of this Agreement provided that the Employer may discontinue any such plan and replace it with a new plan as agreed to between the parties. If such a new plan is presented to the Union by the Employer, the Union agrees to provide its position to the Employer within 14 days of being presented with the new plan.

(b) The Employer agrees to pay one hundred per cent (100%) of the premiums for such plans in effect from time to time except premiums for the long-term disability plan which shall continue to be paid by each Employee covered by that plan through payroll deduction. Coverage of Employees under such health and welfare plan is, subject to the terms of such plans, compulsory for each Employee, but such coverage shall not commence until a new Employee has completed six (6) months' continuous service, effective June 1, 1995. The benefits available to Employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage.

28.07 Any dispute over payment of benefits under such plans or policies shall be adjusted between the Employee and the insurer concerned. The Employer will use its best efforts to adjust any such dispute, but the Employer is in no way liable to any individual Employee for payment of benefits under such plans or policies.

28.08 The health and welfare plans referred to in Section 28.01 are as follows:

- a) Extended Health Care
- b) Group Life Insurance
- c) Dental
- d) Long-Term Disability
- e) Vision Care Coverage

28.09 **Group RRSP**

The Employer shall match each full-time Employee's contribution to a Group Registered Retirement Savings Plan (RRSP) established by the Employer on behalf of its Employees, up to a maximum of 3.5% of the gross earnings of the full-time Employees.

28.10 **Part-Time Employees**

Part-time Employees (which, for greater certainty, does not include temporary workers or project workers) shall receive, in lieu of all fringe benefits (except those benefits to which they are entitled under the Employment Standards Act), forty cents (40 cents) for each hour worked by the part-time Employee. Such amount shall be paid to each part-time Employee as part of his/her regular pay at the time he/she is paid for the hours he/she has worked.

ARTICLE 29 PAY PERIODS

29.03 All Employees shall be paid by cheque **or direct deposit** bi-monthly **in accordance with Schedule "A" attached hereto and forming part of this Agreement.**

29.04 Full-time Employees shall, on request, be paid in advance for any pay periods, the pay day for which occurs during absence due to vacation. **The employee must request the advance payment ten (10) working days prior to the end of the last pay period before the absence due to vacation.**

ARTICLE 30 PROFESSIONAL DEVELOPMENT

30.03 The Employer recognizes the need for the Employees to enhance and develop their professional competencies and work skills. The Employer shall endeavour to provide Employees with work related educational and developmental opportunities at its own expense, subject to financial constraints.

30.04 The identification of educational and developmental opportunities can be initiated by Employees, Supervisors or the Executive Director.

ARTICLE 31 VACATION

31.08 Full-Time Employees

Full-time Employees shall be entitled to paid vacation leave on the following scale:

Service Time

Vacation Entitlement

for Employees
who have completed
one (1) year's service

3 weeks (15 working days) vacation
per calendar year commencing in the
year in which one year of service is
to be completed

for Employees
who have completed
four (4) years service

4 weeks (20 working days) vacation
per calendar year commencing in the
year in which four (4) years of service
is to be completed.

Effective June 1, 1995 - 5 weeks (25 working days) vacation for Employees who have per calendar year commencing in the completed eight (8) year in which eight (8) years of service is to be completed.

New full-time Employees accrue vacation entitlement from the date of hiring at the rate of one and one-quarter (1 1/4) days for each full month of employment in the calendar year of hiring.

A terminating full-time Employee is entitled to vacation pay at his/her rate of pay based on vacation entitlement in that calendar year calculated on a pro rata basis to the date of termination, less used vacation time.

A terminating full-time Employee who has used more than his/her earned vacation entitlement in the calendar year of termination, calculated on a pro rata basis from January 1 to the date of termination, shall reimburse the Employer for such excess paid vacation leave taken, at the Employee's regular rate of pay.

- 31.09 No Employee shall receive vacation pay and sick leave pay for the same period of time.
- 31.10 Vacations must be taken by March 31 of the calendar year following the year in which they were earned. Vacation entitlement not taken in accordance with this paragraph will be lost and will not be paid.
- 31.11 Scheduling of vacation is subject to the approval of the Employee's Supervisor. Every effort will be made to accommodate Employee wishes in the scheduling of vacations, but the program needs of the University Settlement shall take priority. In the event of a conflict between the vacation requests of two (2) or more Employees, preference will be given to the Employee(s) with the greater seniority.

31.12 Should a holiday fall within an Employee's vacation period, that day will not be counted as a vacation day taken.

31.13 Should an Employee be on sick leave or on Occupational Accidental Death and Dismemberment (WCB replacement) benefits prior to a scheduled vacation period and the illness or period of benefits extends into the vacation period, the Employee shall be entitled to re-schedule his/her vacation to a later time authorized by his/her Supervisor.

31.14 **Part-Time Employees**

Part-time Employees shall receive 4% vacation pay, paid once annually in December of each and every year.

ARTICLE 32 SICK LEAVE

32.08 Full-time Employees shall earn paid sick leave credits at the rate of 1 and 1/2 days per calendar month of active service, to a maximum of fifteen (15) days total credit. Sick leave days taken shall be deducted from the total credits accumulated.

32.09 Full-time Employees absent from work due to illness in excess of ten (10) consecutive working days, and who apply for, and are eligible to receive, UIC sickness benefits shall receive supplementary sick leave benefits for the period of entitlement to UIC sickness benefits as follows:

The difference between the UIC benefits payable and 75% of his/her regular pay (excluding overtime) as of the last pay period prior to commencement of his/her absence, less the gross amount of any other earning from employment to which he/she may be entitled, for the period of eligibility for UIC sickness benefits.

32.10 Full-time Employees who have applied for and believe themselves eligible to receive supplementary sick leave benefits under Article 33.02, above, may request payment by the Employer of the benefit and an advance of UIC benefits payable pending receipt of such UIC benefits and the Employer shall make such payments, subject to the Employee signing a written agreement to reimburse the Employer for advances upon receipt of UIC benefits, and to re-pay all such benefits and advances in the event that the Employee shall subsequently be found not to be entitled to receive supplementary sick leave benefits under Article 33.02, above.

32.11 Full-time Employees receiving supplementary sick leave benefits under Article 33.02, above, or receiving advances and/or benefits under Article 33.03, above, shall be entitled to continued coverage under the Health and Welfare plans provided in the Agreement, provided that the premium for long-term disability shall continue to be paid by the Employee through payroll deduction. The Employee shall not accumulate sick leave credits, or vacation leave credits while in receipt of supplementary sick leave benefits.

- 32.12 Full-time Employees receiving benefits under Article 32.02 or payments under Article 32.03 shall furnish to the Employer on request proof of application for UIC benefits, or a declaration of the gross sum of unemployment insurance benefits and of any earnings from employment or self-employment, as may be requested by the Employer. Failure by an Employee to furnish such documentation to the Employer shall disentitle the Employee to payments to which he/she would otherwise be entitled under either Article 33.02 or 33.03, above.
- 32.13 Sickness must be substantiated by a doctor's certificate if the absence is for more than four (4) consecutive working days. In addition, sickness must be substantiated by a doctor's certificate for each and every absence, if so required, by written notice, given in advance by the Employer to individual Employees if and when required. The written notice shall specify the reason for and the duration of the requirement and may be extended upon written notification to the Employee.
- 32.14 It is the responsibility of Employees to report absences to their immediate Supervisor as soon as possible on the day of such absence and, where possible, advise the Supervisor as to the length of time they expect to be absent.

ARTICLE 33 WORKFARE

- 33.02 An Ontario Work Placement shall not displace any paid employment at University Settlement House or any associated or related organizations including:
5. duties currently held by an employee
 6. duties performed by an employee who has been laid off and has recall rights under a collective agreement
 7. duties of an employee who is on a leave of absence
 8. a collection of duties previously held by employees, within a maximum of 2 years.

ARTICLE 34 RETROACTIVITY

- 34.02 The Parties agree that none of the terms of this Agreement are retroactive prior to the date that execution of this Agreement is completed by both Parties, except where stipulated otherwise.

ARTICLE 35 TERM OF AGREEMENT

35.02 The Parties hereto agree that this Agreement shall be effective until **December 31, 2008**, and thereafter from year to year unless notice of desire to amend or terminate the Agreement is given by either Party to the other Party, not more than ninety (90) or less than thirty (30) calendar days prior to the expiry date of the Agreement. If notice to amend or terminate the Agreement is given by either Party, then the Parties agree to meet for the purpose of negotiations within thirty (30) days after such notice upon request to do so.

Signed at Toronto, Ontario this ____th day of June 2007.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT #1

Between:

University Settlement
(hereinafter called the "Employer")

and

Canadian Union of Public Employees
and its Local 2998-01
(herein called the "Union")

Re: Time Sheets

The Parties acknowledge that it is essential for the Employer to maintain an accurate record of hours worked by each employee for payroll purposes.

To facilitate this, each employee will be required to regularly complete a standardized time sheet and/or payroll record as required by Department manager.

If employees do not submit time sheets to Employer as required, the Employer reserves the right to withhold their pay for that period, until such time as the required time sheet(s) is/are submitted.

Dated at Toronto, Ontario this ____th day of June 2007.

For the Employer

For the Union

LETTER OF AGREEMENT #2

Between:

University Settlement
(hereinafter called the "Employer")

and

Canadian Union of Public Employees
and its Local 2998-01
(herein called the "Union")

Re: Market Value Pay Rates

On a without prejudice or precedent basis, the following positions exist outside the negotiated Pay Equity Rate due to current market conditions and recruitment difficulties.

The parties agree that the wage rates for these specific positions will be as referenced below for the term of this collective agreement.

LINC Bilingual Instructor:	\$30.90/hr
Fitness Instructor:	\$30.90/hr
Conductor-M&A Chamber:	\$32.97/hr

Further, should similar issues arise with any other job class; the parties agree to meet to negotiate an appropriate pay rate.

Dated at Toronto, Ontario this _____th day of June 2007.

For the Employer

For the Union

SCHEDULE 'A1' – WAGES – PART TIME & FULL TIME

	2005 RATE	2006 Pay Equity Adjustment	2006 Wage Increase	Jan. 1, 2006 RATE
	\$14.30	\$.60	\$0.15	\$15.05
	\$30.90	\$.00	\$0.00	\$30.90
	\$14.65	\$.60	\$0.01	\$15.26
	\$17.10	\$.47	\$0.01	\$17.58
	\$14.70	\$.47	\$0.25	\$15.42
	\$ 9.43	\$.47	\$3.27	\$13.17
	\$15.00	\$.47	\$0.14	\$15.61
	\$30.90	\$.00	\$0.00	\$30.90
	\$15.87	\$.37	\$0.07	\$16.31
	\$18.42	\$.00	\$0.00	\$18.42
	\$13.90	\$.00	\$0.75	\$14.65
	\$15.47	\$.37	\$0.24	\$16.08
	\$32.97	\$.00	\$0.00	\$32.97
	\$11.91	\$.00	\$2.22	\$14.13
	\$18.44	\$.00	\$0.00	\$18.44
	\$16.26	\$.37	\$0.01	\$16.64
	\$15.14	\$.20	\$0.84	\$16.18
	\$16.26	\$.20	\$0.26	\$16.72
	\$12.09	\$.00	\$1.62	\$13.71
	\$16.32	\$.20	\$0.22	\$16.74
	\$18.91	\$.20	\$0.01	\$19.12
	\$ 9.43	\$.00	\$2.79	\$12.22
	\$15.45	\$.17	\$1.07	\$16.69
	\$16.60	\$.17	\$0.41	\$17.18
	\$ 9.43	\$.00	\$2.79	\$12.22
	\$17.09	\$.17	\$0.24	\$17.50
	\$17.95	\$.17	\$0.01	\$18.13
	\$15.14	\$.00	\$0.89	\$16.03
	\$16.31	\$.17	\$0.86	\$17.34
	\$19.84	\$.17	\$0.01	\$20.02
	\$17.07	\$.17	\$0.57	\$17.81
	\$13.45	\$.00	\$2.60	\$18.84
	\$15.87	\$.00	\$0.94	\$16.81
	\$11.02	\$.00	\$2.56	\$13.58
	\$17.17	\$.17	\$0.53	\$17.87
	\$20.65	\$.00	\$0.00	\$20.65
	\$16.85	\$.17	\$0.71	\$17.73
	\$21.38	\$.00	\$0.23	\$21.61
	\$18.91	\$.17	\$0.24	\$19.32
	\$22.12	\$.00	\$0.00	\$22.12
	\$19.65	\$.17	\$0.32	\$20.14
	\$11.33	\$.00	\$5.15	\$16.48
	\$19.05	\$.17	\$1.36	\$20.58

See Notes on next Page

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SCHEDULES 'A1', 'A2' and 'A3' – WAGES – Notes

- Note 1: All jobs being remunerated in excess of the wage grid outlined in Schedule 'A' will be 'red-circled' until such time as the wage rate for their classifications is equal to or exceeds their rate, or is otherwise negotiated. Affected employees, however, will receive a lump-sum payment, not to base salary, equivalent to 1% of gross earnings in each year she/he remains 'red-circled'.
- Note 2: One-time bonus: Each Full Time bargaining unit employee, as at date of ratification, will receive a one-time bonus of two hundred dollars (\$200.00), subject to statutory deductions. Each Part Time bargaining unit employee, as at date of ratification, will receive a one-time bonus of seventy-five dollars (\$75.00), subject to statutory deductions.

SCHEDULE 'A2' – WAGES – PART TIME & FULL TIME

Grade	Point Range	Position	2006 RATE	2007 Pay Equity Adjustment	2007 Wage Increase	Jan. 1, 2007 RATE
1	300-350	Volleyball Referee	\$15.05	\$0.36	\$0.10	\$15.51
		LINC Bilingual Instructor*	\$30.90	\$0.00	\$0.00	\$33.66
		Community Worker – Vetrn	\$15.26	\$0.36	\$0.00	\$15.62
2	351-400	Secretary	\$17.58	\$0.13	\$0.00	\$17.71
		Facility Supervisor	\$15.42	\$0.30	\$0.21	\$15.93
		Program Leader 1 GUHD	\$13.17	\$0.30	\$1.34	\$14.81
		Art Program Leader	\$15.61	\$0.30	\$0.12	\$16.03
		Fitness Instructor*	\$30.90	\$0.00	\$0.00	\$30.90
3	401-450	Prenatal Program Worker	\$16.31	\$0.28	\$0.10	\$16.69
		Teacher/tutor	\$18.42	\$0.00	\$0.00	\$18.44
		Seniors Services Worker	\$14.65	\$0.28	\$0.75	\$15.68
		Program Leader 1/Escort	\$16.08	\$0.28	\$0.21	\$16.57
		Conductor-M&A Chamber*	\$32.97	\$0.00	\$0.00	\$32.97
		Maintenance Worker P/T	\$14.13	\$0.00	\$1.00	\$15.13
		Community Worker	\$18.44	\$0.00	\$0.00	\$18.44
Receptionist	\$16.64	\$0.28	\$0.00	\$16.92		
4	451-500	Youth Outreach Worker	\$16.18	\$0.23	\$0.49	\$16.90
		Recreation/Maint. Sec	\$16.72	\$0.23	\$0.22	\$16.90
		Kindergym Co-ordinator	\$13.71	\$0.00	\$1.62	\$15.33
		Employment Developer/Counsellor	\$16.74	\$0.23	\$0.20	\$17.17
		Accounting Assistant	\$19.12	\$0.06	\$0.00	\$19.18
5	501-550	Childcare Workers(Kindergym)	\$12.22	\$0.00	\$2.79	\$15.01
		Childminder/Child Care	\$16.69	\$0.23	\$0.64	\$17.56
		Music & Arts Prog. Assist.	\$17.18	\$0.23	\$0.39	\$17.80
		Tryfit Co-Facilitator	\$12.22	\$0.00	\$2.79	\$15.01
		Lifeguard Instructor	\$17.50	\$0.23	\$0.23	\$17.96
		Department Coordinator	\$18.13	\$0.23	\$0.00	\$18.36
		Recreation Youth	\$16.03	\$0.00	\$0.89	\$16.92
6	551-600	ECE (Early Childhood)	\$17.34	\$0.23	\$0.76	\$18.33
		Recreation Supervisor	\$20.02	\$0.23	\$0.00	\$20.25
		GUHD Co-ordinator	\$17.81	\$0.23	\$0.53	\$18.57
		Maintenance Worker F/T	\$16.05	\$0.00	\$1.32	\$17.37
		Tryfit Facilitator	\$16.81	\$0.00	\$0.94	\$17.75
		Childcare Co-ordinator (GUHD)	\$13.58	\$0.00	\$2.56	\$16.14
		Daycare Cook	\$17.87	\$0.23	\$0.50	\$18.60
		M&A School/Daycare	\$20.65	\$0.00	\$0.00	\$20.65
		Out of the Cold Program	\$17.73	\$0.23	\$0.57	\$18.53
7	601-650	Group Teacher Choral	\$21.61	\$0.00	\$0.00	\$21.61
		M&A Instrument/voice	\$19.32	\$0.22	\$0.23	\$19.77
8	651-700	M&A Group Teacher	\$22.12	\$0.00	\$0.00	\$22.12
		Daycare Teacher	\$19.97	\$0.21	\$0.31	\$20.66
9	701-750	Security Staff	\$16.48	\$0.00	\$2.58	\$19.06
10	751-800	Program Co-ordinate OOC	\$20.58	\$0.21	\$1.15	\$21.94

SCHEDULE 'A3' – WAGES – PART TIME & FULL TIME

Grade	Point Range	Position	2007 RATE	2008 Pay Equity Adjustment	2008 Wage Increase	NEW RATE Jan. 1, 2008
1	300-350	Volleyball Referee	\$15.51		\$0.21	
		LINC Bilingual Instructor*	\$33.96		\$0.00	
		Community Worker – Vetn	\$15.62		\$0.10	
2	351-400	Secretary	\$17.71		\$0.00	
		Facility Supervisor	\$15.93		\$0.34	
		Program Leader 1 GUHD	\$14.81		\$1.46	
		Art Program Leader	\$16.03		\$0.24	
		Fitness Instructor	\$30.90		\$0.00	
3	401-450	Prenatal Program Worker	\$16.69		\$0.23	
		Teacher/tutor	\$18.84		\$0.00	
		Seniors Services Worker	\$15.68		\$0.87	
		Program Leader 1/Escort	\$16.57		\$0.35	
		Conductor-M&A Chamber	\$32.97		\$0.00	
		Maintenance Worker P/T	\$15.13		\$1.14	
		Community Worker	\$18.44		\$0.00	
Receptionist	\$16.92		\$0.00			
4	451-500	Youth Outreach Worker	\$16.90		\$0.62	
		Recreation/Maint. Sec	\$16.90		\$0.35	
		Kindergym Co-ordinator	\$15.33		\$1.76	
		Employment Developer/Counsellor	\$17.17		\$0.35	
		Accounting Assistant	\$19.18		\$0.00	
5	501-550	Childcare Workers(Kindergym)	\$15.01		\$2.94	
		Childminder/Child Care	\$17.56		\$0.89	
		Music & Arts Prog. Assist.	\$17.80		\$0.55	
		Tryfit Co-Facilitator	\$15.01		\$2.94	
		Lifeguard Instructor	\$17.96		\$0.39	
		Department Coordinator	\$18.36		\$0.00	
Recreation Youth	\$16.92		\$1.03			
6	551-600	ECE (Early Childhood)	\$18.33		\$0.91	
		Recreation Supervisor	\$20.25		\$0.00	
		GUHD Co-ordinator	\$18.57		\$0.67	
		Maintenance Worker F/T	\$17.37		\$1.47	
		Tryfit Facilitator	\$17.75		\$1.09	
		Childcare Co-ordinator (GUHD)	\$16.14		\$2.70	
		Daycare Cook	\$18.60		\$0.64	
		M&A School/Daycare	\$20.65		\$0.00	
Out of the Cold Program	\$18.53		\$0.71			
7	601-650	Group Teacher Choral	\$21.61		\$0.00	
		M&A Instrument/voice	\$19.77		\$0.40	
8	651-700	M&A Group Teacher	\$22.12		\$0.00	
		Daycare Teacher	\$20.66		\$0.49	
9	701-750	Security Staff	\$19.06		\$2.75	
10	751-800	Program Co-ordinate OOC	\$21.94		\$1.33	