

# COLLECTIVE AGREEMENT

between



University Settlement  
*Founded 1910*

**UNIVERSITY SETTLEMENT**  
(hereinafter called the "Employer")

- and -



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

**January 1, 2018 to December 31, 2022**

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019.

**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 rest 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 The 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.
- 3.03 The Employer agrees that it will exercise its functions in a manner that complies with the terms of this Agreement, including the requirements of Article 5 – No Discrimination/Harassment.

## **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 bi-monthly and remitted to the Recording Secretary and the Secretary-Treasurer, and the National Secretary-Treasurer of the Union by the 15<sup>th</sup> day of the month following the month for which the dues were deducted, accompanied by a list of names of employees from whose wages deductions have been made. At the same time, the Employer shall also provide the Union Vice President or designate with a list of any staff changes occurring within the bargaining unit during the previous month, including new hires, promotions, recalls, Project Workers who have become part of the Bargaining Unit, employees who have completed their probationary period,

employment terminations, layoffs, resignations, retirements and leaves of absence (paid or unpaid) of more than thirty (30) days duration.

Upon request, the Employer will provide the Union with a Seniority List four (4) times (January, April, July and October) each calendar year. The Seniority List shall include or be accompanied by the following information: list of names, addresses, home phone numbers, job title and work location. Personal email addresses and cell phone numbers shall also be provided where available.

- 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 Secretary-Treasurer and 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 T4 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 Local Union Representatives shall be notified of all new staff by Human Resources. A Local Union representative will be given the opportunity to meet each newly-hired bargaining unit employee once during the employee's first two weeks of employment, for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the terms of this Agreement. Such meeting will take place on the Employer's premises during the employee's normal working hours at a time and location mutually agreed to by the Employer and the Union, and shall not exceed thirty (30) minutes in duration. It is understood that neither the Local Union Representative nor the newly-hired bargaining unit employee shall suffer any loss of pay as a result of this meeting.

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

- 5.01 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 disability nor by reason of any membership or non-membership or lawful activity in the Union or any other Trade Union.

- 5.02 There shall be no workplace harassment and/or workplace sexual harassment. "Workplace harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. "Workplace sexual harassment" means (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- 5.03 The parties agree that cases of alleged harassment, discrimination or violence in the workplace, shall be dealt with as per the Prevention of Harassment in the Workplace Policy or the Prevention of Violence in the Workplace Policy as contained in the Employee Handbook. Such issues may still be the subject of a grievance if necessary; however, the parties agree that any such grievance shall be held in abeyance until the complaint process as prescribed by the Prevention of Harassment in the Workplace Policy or the Prevention of Violence in the Workplace Policy has been exhausted.

## **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 three (3) representatives of the Employer and three (3) representatives of the Union (which may include any of the local President or designate, CUPE National Staff Representative and/or Stewards. 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. Minutes 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, the Union Recording-Secretary and the members of the Committee within fifteen (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 twenty-four (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. The parties may agree to allow a part-time employee to work in multiple part-time positions, such that the aggregate total weekly hours is higher than 24, while remaining a part-time employee.

### **8.02 Spouse/Spousal Equivalent**

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

### **8.03 Employee**

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

#### 8.04 **Project Workers**

- (a) The term "project worker", when used in this Agreement, means an employee hired solely for the purpose of providing a program of less than one (1) year in duration which is dependent on a designated single grant for eighty (80) percent or more of its funding. 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.

A project worker who's agreed term of employment is (12) consecutive months or less shall be deemed to be excluded from the bargaining unit as defined in Article 2.01 and shall not be covered by any of the terms of this Agreement.

- (b) If a project worker's employment continues in excess of twelve (12) consecutive months, or where such continuous employment is less than twelve (12) consecutive months however they are subsequently hired into a permanent position (with no break in service with the Employer), they will become a bargaining unit employee and the Employer agrees to credit them with actual seniority accrued during such employment, following which all of the provisions of the Collective Agreement shall apply, unless they are specifically otherwise excluded.
- (c) A project worker who becomes a bargaining unit employee pursuant to Article 8.05(b) above and whose service continues unbroken shall be credited with the time spent as a project worker in reducing his/her probationary period and accruing seniority.

#### 8.05 **Temporary Worker**

- (a) The term "temporary worker", when used in this Agreement, means a person who is employed on a temporary and/or casual basis,) 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.
- (c) A temporary worker who comes a bargaining unit employee and whose continuous service is unbroken shall be credited with the time spent as a temporary worker in reducing his/her probationary period and accruing seniority.

8.06 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 *Ontario 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 addressed 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 ten (10) working days after the occurrence of the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee. If the grievance is not settled within ten (10) working days of this discussion the aggrieved Employee must present his/her grievance in writing to his/her Director/Manager/Supervisor. The employee may have the assistance of a Union Representative if so desired. The Director/Manager/Supervisor shall provide a written response to the employee within ten (10) working days of receiving the written grievance. Failing settlement, then:

**Step 2**

Within ten (10) 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.
- (c) Where a number of employees have the same grievance that impact multiple managers and each employee would be entitled to grieve separately, the Union may present a group grievance and such written grievance shall be originated under Step #2, otherwise the grievance shall be originated under Step #1. Such grievances may be filed within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees or the Union and the time limits set out with respect to the respective Step shall appropriately apply.
- 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 The Employer will notify the President or designate at least forth-eight (48) hours prior to any meeting in which it will be issuing discipline, up to and including discharge. 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 three proposed arbitrators. The recipient of the notice shall, within ten (10) working days, either agree or respond with alternative proposed arbitrators. If parties fail to agree upon an arbitrator within fifty (50) days, then the Minister of Labour for the Province of Ontario may appoint a qualified person to bean Arbitrator, upon the request of either Party.
- 12.02 The 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 Arbitrator, as the case may be.

#### **ARTICLE 13 - EMPLOYMENT**

- 13.01 a) Whenever vacancies in 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.
- b) Where there are two (2) or more qualified applicants seniority shall prevail.
- 13.02 Whenever a vacancy occurs, which vacancy is caused by an employee leaving the employment of the Employer, or when a new position is created and such position is to

be filled on a regular basis, the Employer will take no action to fill such vacancy until notice of the existence of such vacancy has been posted for seven (7) consecutive days and present Employees are given an opportunity to apply and be interviewed. The Chief Steward shall receive a copy of such notification. 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.

#### **ARTICLE 14 - SENIORITY**

14.01 a) A full-time 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.

b) A part-time employee will be considered on probation as above, with the exception that the length of probation will be for a period of three hundred (300) hours worked or six (6) months, whichever is longer. In no event, however, will a part-time employee's probationary period be longer than twelve (12) months.

c) Upon satisfactorily completing the probationary period, an Employee will be placed in 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 a) 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.

- b) The employer shall provide written notice of any proposed layoff(s) of employees to the Union at least fourteen (14) calendar days prior to any notice to employee(s). The parties shall meet within seven (7) calendar days to discuss the layoff(s).
  - c) The Employer agrees to provide notice of layoff consistent with the provisions of the ESA. Any layoff notice shall be copied to the Union at the same time it is issued to the affected employee(s).
- 14.04 In the event of a lay-off by reason of staff reductions, any employee so affected with at least one (1) year of aggregate service shall be given preference for other employment, which will include the ability to bump any employee with less seniority, for which he/she is qualified. For clarity, a part-time employee may not bump a full-time employee and an employee may not bump into a higher rated classification.
- 14.05 For purposes of this section an employee's qualifications shall be assessed by the Employer based upon the Employee's skill level, education knowledge and experience applicable to the job 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 Employees shall be individually and wholly responsible for any fines which they may incur as a result of traffic violations.
- 16.02 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 Employer shall pay such employee, an allowance at the rate of fifty-seven cents (57¢) 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 and approved by the Director.
- 16.03 Employees shall be reimbursed for legitimate parking expenses incurred on business for the Employer upon submission of proof satisfactory to the Director or designee of such expense. For purposes of clarity, it is understood that parking tickets will not be reimbursed.
- 16.04 When an Employee of the University Settlement is obliged to use public transportation facilities while engaged in business for the Employer, 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.
- 17.02 a) (i) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- (ii) The Employer and the Union undertake to encourage employees to bring to the attention of their Supervisor and/or the Health and Safety Committee, issues with the workplace and/or any equipment that she/he believes would be unsafe or unhealthy for him/herself or other persons, or where it would be contradictory to the applicable Federal, Provincial or Municipal health and safety legislation or regulations.
- b) Time off work to prepare for meetings; attend meetings, and carry out the required functions of the Joint Health & Safety Committee will be paid for by the Employer in accordance with the *Occupational Health and Safety Act*.
- c) The Joint Committee shall be responsible for identifying potential dangers and hazards and recommending to the Executive Director actions to be taken to

- improve conditions related to safety and health and means of improving health and safety programs.
- d) The Employer will supply required protective equipment and clothing.
  - e) Employees will use or wear the equipment, protective device or clothing provided in a proper manner as instructed and report to her or his supervisor the absence of or defect in any equipment, protective device or clothing of which she/he is aware.
  - f) An employee who sustains a compensable injury and as a result, must leave work before the end of her/his shift on the day the injury occurs, shall be paid to the end of the shift.
  - g) The parties agree to hold Joint Modified Return to Work Committee meetings as required. The meeting shall be attended by the employee returning to work, the employee's Union Representative, the Executive Director or their designate, and the employee's manager. The parties are committed to assist injured employees and to uphold complete confidentiality. Individual cases will be discussed jointly on a case by case basis.

#### **ARTICLE 18 - ACCESS TO PERSONNEL FILE**

- 18.01 An Employee shall have access to his/her personnel file, with twenty-four hours' advance notice, 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 twenty-four (24) months old will be destroyed and disregarded in all matters provided there have been no further disciplinary reports during the period.

#### **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 All correspondence between the Parties to this Agreement shall pass to and from the Executive Director of the Employer and the Unit's Chief Steward, with a copy to the Recording Secretary of the Union and the Parties agree to keep each other advised of the current mailing address applicable.
- 20.02 The Employer shall supply the Unit Chief Steward and the Local Union's Secretary, in writing or via email, within five (5) 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 same in writing, or via email within five (5) 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. Notices must be approved by the Union Local President or Unit Steward. Notices critical of the Employer wo which are political advertisements in nature will not be posted. There will be one (1) bulletin board available at each work location, with an additional bulletin board located in the Day Care at the Employer's main office.
- 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. The Union's Recording Secretary or designate shall keep the Employer up to date on the names of all of the Union's Representatives.
- 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 up to three (3) Stewards, one (1), of whom shall be designated by the Union as Chief Steward.



- 22.04 Representatives may leave their work place or enter another department to investigate or process a grievance or negotiate with the Employer with prior consent of their Supervisor.
- 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, which may include up to two (2) stewards.

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

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. A part-time employee may make a written request to their manager that the lunch period be reduced to thirty (30) minutes. Such requests shall not be unreasonably denied.

- c) The Union shall be notified of any changes to existing hours of work. The issue can be the subject of a grievance if necessary.

- 23.02 (a) 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 on a straight time basis for time worked up to and including forty-four (44) hours and on the basis of time and one half (1 ½) for all time worked in excess of forty-four (44) hours.

- (b) Full-time employees shall be compensated by receiving an equivalent amount of time-off ("compensatory time-off"). This time shall be banked to a maximum of thirty-five (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 thirty-five (35) hours must be taken by the employee within three (3) calendar months following the calendar month in which it is earned. 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 be entitled to a pay-out of accumulated compensatory time off.
- 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 twelve dollars (\$12.00) per meal upon production of a receipt.

#### **ARTICLE 24 - HOLIDAYS - FULL-TIME EMPLOYEES**

- 24.01 There shall be twelve (12) holidays each year as follows:

New Year's Day	Simcoe/Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	½ day on Christmas Eve
Victoria Day	Christmas Day
Canada Day	½ day on New Years' Eve
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 thirteen (13) 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
- 24.05 (1 ½) 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 General 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**

- a) Upon written request, signed by an official representative of the Union, leave of absence will be granted to employees selected by the Union to attend official Union business. No more than four (4) members of the bargaining unit may be absent on Union leave at any one time, including no more than two (2) members of any one (1) department. The cumulative total leave of absence granted under this Section shall not exceed five hundred (500) hours 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. The Employer will continue to maintain the wages of the employees on leave, subject to the Union reimbursing the Employer in full for all approved Union leave of absences. The Union shall reimburse the Employer in full within sixty (60) working days.
- b) Upon application by the Union in writing, which shall be made at least three (3) weeks in advance wherever possible, the Executive Director will grant a Union Leave of Absence to an employee who is elected or appointed to a full-time office or temporary position within the Union or anybody with which the union is affiliated provided that such leave shall not involve any cost or significant disruption to University Settlement and upon expiration of his/her term of office or appointment, such employee shall be returned to her/his previous position or a position in a classification comparable to that in which s/he was employed before taking the leave where their previous position no longer exists. Upon receipt of a written commitment by the Union to reimburse University Settlement through whichever practice may be in place from time to time, University Settlement

agrees to continue the employee's pay for the period of the Union leave. The required form is set out as Appendix "A" to this Agreement.

### 25.03 **Bereavement Leave**

- (a) 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, step-mother, father, step-father, spouse, brother, sister, step-brother, step-sister, son, step-son, daughter, step-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.
- (b) Employees may be granted leave of absence without pay at the discretion of the Executive Director where the leave is requested solely due to the death and/or funeral of persons other than those specified in 25.03 (a). Requests shall not be unreasonably denied.

### 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 the *Employment Insurance Act*, as amended (the "EIA"), shall be paid a pregnancy and/or parental leave allowance as follows:
  - a) For the period of the first one (1) week 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-five (25) weeks immediately following the first one (1) week 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/ him 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
  - 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 Employees to a maximum of seven hundred and fifty dollars (\$750.00) per employee to a maximum of four thousand five hundred dollars (\$4500) for the bargaining unit 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.
4. The Union and management agree to work together to implement the Education Allowance to ensure the effective and fair allocation of the funds.

## **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 two (2) 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. The payment shall be a percentage of the gross earnings of their full-time Employees up to a maximum of:

- Effective January 2012 – 3.5%
- Effective January 2014 – 4.0%

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), sixty cents (60¢) 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.

29.03 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 the Department Manager.

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

### **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. The Union and Management agree to work together to identify organization-wide training opportunities through the Labour Management Committee and other venues.

30.03 If a bargaining unit employee who has passed his/her probationary period is required to be a member of a professional association in order to perform his/her duties, the employer shall reimburse the employee for payment of professional fees required for membership in that professional association up to a maximum of five hundred (\$500) dollars per employee per year. If a bargaining unit employee incurs fees during his/her probationary period that would otherwise be covered by this Article the employer shall reimburse the employee for the cost of those fees if s/he successfully completes his/her probationary period. For certainty, the Employer shall not be required to reimburse the employee if the employee is able to be fully reimbursed by another source.

### **ARTICLE 31 - VACATION**

#### **31.01 Full-Time Employees**

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

<b>Service Time</b>	<b>Vacation Entitlement</b>
For Employees who have completed one (1) year's service	3 weeks (15 days) vacation per calendar year commencing in the year of service 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 In order to ensure the health, safety and welfare of our staff, vacations must be taken by March 31<sup>st</sup> of the calendar year following the year in which they were earned. By request to the Executive Director, in writing, an Employee may carry over up to five (5) days of vacation into the next year.
- 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 University Settlement shall take priority. All Employees must submit vacation requests to the Employee's Supervisor for the following year by October 31<sup>st</sup> of the present year. The Employer shall apply a consistent process for the submission of vacation requests. In the event of a conflict between vacation requests of two (2) or more Employees, preference will be given to the Employee(s) with the greater seniority. No request shall be unreasonably denied. The Employer shall advise the employee of the outcome of each vacation request by November 30<sup>th</sup> of the present year (i.e. within 30 days)
- 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 with less than five years of service shall receive four percent (4%) vacation pay, payable each pay period. Employees with five or more years of service shall receive six percent (6%) vacation pay, payable each pay period.

## **ARTICLE 32 - SICK LEAVE**

32.01 Full-time Employees shall earn paid sick leave credits at the rate of one and one half (1 ½) 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, EI sickness benefits shall receive supplementary sick leave benefits for the period of entitlement to EI sickness benefits as follows:

The difference between the EI benefits payable and seventy-five (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 EI sickness benefits.

32.03 Full-time Employees who have applied for and believe themselves eligible to receive supplementary sick leave benefits under Article 32.02, above, may request payment by the Employer of the benefit and an advance of EI benefits payable pending receipt of such EI 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 EI 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 32.02, above.

32.04 Full-time Employees receiving supplementary sick leave benefits under Article 32.02, above, or receiving advances and/or benefits under Article 32.02, 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.

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 EI 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 32.02 or 32.02, above.

- 32.05     Sickness must be substantiated by a doctor's certificate if the absence is for more than four (4) consecutive working days. The cost borne for a doctor's certificate in such circumstances shall be borne by the employee. 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. Where the doctor's certificate is required as a result of written notice, the cost shall be borne by the employer, up to a maximum of \$25.00. The written notice shall specify the reason for and the duration of the requirement and may be extended upon written notification to the Employer.
- 32.06     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.
- 32.07     All employees who are not entitled to the sick leave benefits outlined in Articles 32.01-32.04 shall be entitled to up to two (2) paid days of sick leave in each calendar year. For certainty, Articles 32.05 and 32.06 apply to all employees in this bargaining unit.

### **ARTICLE 33 - WORKFARE**

- 33.01     An Ontario Work Placement (or other placement pursuant to a work training program) shall not displace any paid employment at University Settlement 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.
- 33.02     If a third party requires the Union to approve any placement pursuant to Article 33.01, the Employer shall provide the Union with the job duties of the proposed placement. Upon receipt of this information, the Union shall respond with five (5) working days. If the Union does not provide the required approval, the parties shall meet within ten (1) working days to discuss the proposal and the Union's position. The Union shall confirm its position within five (5) days following that meeting.

### **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 January 1, 2018 until December 31, 2022 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
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**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: Market Value Pay Rates***

On a without prejudice or precedent basis, the parties agree that there are positions referenced on the Wage Grid that exist above the negotiated pay Equity Rate due to current market conditions and recruitment difficulties.

The parties agree that the wage rates for these specific "Market" positions will be referenced on the wage grid.

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

**Signed at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

\_\_\_\_\_  
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: Holiday Closure**

The Employer agrees that if it closes part or all of its operations in December 2017 and/or January 2018 (the "Holiday Closure"), it shall provide at least six (6) months of notice to the Union of such Holiday Closure, with subsequent notice to the employees once directed to do so by the Union. The Employer further agrees that if it implements a Holiday Closure in any subsequent year, it shall provide notice to the Union and the employees by no later than June 1<sup>st</sup> of that year.

The Employer further agrees that an employee affected by the Holiday Closure may elect to use any accrued lieu time, float day or vacation time that the employee has available to him or her at the time of the Holiday Closure or, alternatively, opt to be unpaid during the Holiday Closure.

**Signed at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2017.**

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union



**LETTER OF UNDERSTANDING #3**

Between:

**University Settlement  
(hereinafter called the "Employer")**

**and**

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

The parties agree to create a new Market Evaluation Committee during the lifetime of this Collective Agreement. The Committee shall be comprised of three (3) managerial personnel and three (3) Union representatives. The purpose of the committee shall be to conduct a market evaluation of the wage rates for each classification in the bargaining unit. The Committee shall not have the authority or ability to alter any wage rates during the lifetime of this Collective Agreement, but shall be expected to provide data to both the Employer and the Union to facilitate discussions during the next round of collective bargaining.

Signed at Toronto, Ontario this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Union

**APPENDIX "A"**

UNION AUTHORIZATION FOR PAYMENT OF AND UNION COMMITMENT  
TO REIMBURSE THE EMPLOYER  
FOR SALARY CONTINUATION FOR UNION BUSINESS



CUPE LOCAL 2998-01

EMPLOYEE'S NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_  
CLASSIFICATION: \_\_\_\_\_  
LOCATION: \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
Date: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Total Hours: \_\_\_\_\_

\_\_\_\_\_  
Union President

c: Executive Director  
CUPE Local 2998 Treasurer

**SCHEDULE "A"**

**SCHEDULE "A"**  
**WAGE INCREASES 2018**

Grade	Point Range and Rate	Position	2017 Wage Rate	Job Evaluation	Market	2018 Wage Base Rate	2018 In Lieu of Benefits
1	300-350 \$19.00	Volleyball Referee	\$19.00			\$19.48	\$20.08
		LINC Instructor	\$35.89		Market	\$36.79	\$37.39
2	351-400 \$19.78	Receptionist	\$19.78	JE		\$20.27	\$20.87
		Office Assistant {E&T, ISAP}	\$19.78			\$20.27	\$20.87
		Fitness Instructor	\$33.01		Market	\$33.84	\$34.44
		Program Assistant 2 (LINC) M&A Music Teacher (Daycare)	\$19.78			\$20.27	\$20.87
		M&A Music Teacher (Daycare)	\$22.35		Market	\$22.91	\$23.51
3	401-450 \$20.56	Administrative Assistant	\$20.56			\$21.07	\$21.67
		Program Assistant 1 (LINC)	\$24.60		Market	\$25.22	\$25.82
		Program Leader 1/Escort	\$20.56			\$21.07	\$21.67
		Coordinator-M&A Chamber	\$35.17		Market	\$36.05	\$36.65
		Employment Developer/Counselor	\$22.24		Market	\$22.80	\$23.40
4	451-500 \$21.34	HR/Payroll Administrator	\$23.60		Market	\$24.19	\$24.79
		Senior Services Worker	\$21.34			\$21.87	\$22.47
		E&T Program Trainer	\$22.24		Market	\$22.80	\$23.40
		ISAP Program Developer/trainer	\$24.88		Market	\$25.50	\$26.10
		Maintenance Worker	\$21.34	JE		\$21.87	\$22.47
		M&A Music Group Teacher	\$23.88		Market	\$24.48	\$25.08
		M&A Group Teacher (Dance)	\$23.88		Market	\$24.48	\$25.08
		Settlement Worker NSP/CIC	\$24.88		Market	\$25.50	\$26.10
		Childminder/Child Care	\$21.34	JE		\$21.87	\$22.47
		Accounting Assistant	\$21.34			\$21.87	\$22.47
5	501-550 \$22.64	M&A Group Teacher Choral	\$23.88		Market	\$24.48	\$25.08
		M&A Group Teacher Chamber	\$23.88		Market	\$24.48	\$25.08
		Senior Maintenance	\$22.64			\$23.21	\$23.81
		M&A Program Assistant	\$22.64			\$23.21	\$23.81
		Community Development Worker	\$22.64			\$23.21	\$23.81
		Teacher/Tutor (ASP, Camp)	\$22.64			\$23.21	\$23.81
		Lifeguard / Aquatic Instructor	\$22.64			\$23.21	\$23.81
		M&A Instrument/Voice Teacher	\$22.64	JE		\$23.21	\$23.81
		Recreation Youth Coordinator	\$22.64			\$23.21	\$23.81
6	551-600 \$24.21	ECE (Early Childhood) Teacher	\$24.21			\$24.82	\$25.42
		Program Cook	\$24.21			\$24.82	\$25.42
7	601-650 \$25.00	Coordinator - Children's Program	\$25.00			\$25.63	\$26.23
		Program Staff OOTC	\$25.00			\$25.63	\$26.23
		Daycare Teacher	\$25.00	JE		\$25.63	\$26.23
8	651-700 \$25.79	Recreation Supervisor	\$25.79			\$26.43	\$27.03
9	701-750 \$25.80	Program Coordinator OOTC	\$25.80			\$26.45	\$27.05
10	751-800 \$26.02	Vacant	\$26.02			\$26.67	\$27.27

**SCHEDULE "A"**  
**WAGE INCREASES 2019**

Grade	Point Range and Rate	Position	2018 Wage Rate	Job Evaluation	Market	2019 Wage Base Rate	2019 In Lieu of benefits
1	300-350 \$19.00	Volleyball Referee	\$19.48			\$19.77	\$20.37
		LINC Instructor	\$36.79		Market	\$37.34	\$37.94
2	351-400 \$19.78	Receptionist	\$20.27	JE		\$20.58	\$21.18
		Office Assistant {E&T, ISAP}	\$20.27			\$20.58	\$21.18
		Fitness Instructor	\$33.84		Market	\$34.34	\$34.94
		Program Assistant 2 (LINC) M&A Music Teacher (Daycare)	\$20.27			\$20.58	\$21.18
		M&A Music Teacher(Daycare)	\$22.91		Market	\$23.25	\$23.85
3	401-450 \$20.56	Administrative Assistant	\$21.07			\$21.39	\$21.99
		Program Assistant 1(LINC)	\$25.22		Market	\$25.59	\$26.19
		Program Leader 1/Escort	\$21.07			\$21.39	\$21.99
		Coordinator-M&A Chamber	\$36.05		Market	\$36.59	\$37.19
		Employment Developer/Counselor	\$22.80		Market	\$23.14	\$23.74
		Senior Services Worker	\$21.87			\$22.20	\$22.80
		E&T Program Trainer	\$22.80		Market	\$23.14	\$23.74
		ISAP Program Developer/trainer	\$25.50		Market	\$25.88	\$26.48
		Maintenance Worker	\$21.87	JE		\$22.20	\$22.80
		M&A Music Group Teacher	\$24.48		Market	\$24.84	\$25.44
		M&A Group Teacher (Dance)	\$24.48		Market	\$24.84	\$25.44
		Settlement Worker NSP/CIC	\$25.50		Market	\$25.88	\$26.48
		Childminder/Child Care	\$21.87	JE		\$22.20	\$22.80
		Accounting Assistant	\$21.87			\$22.20	\$22.80
5	501-550 \$22.64	M&A Group Teacher Choral	\$24.48		Market	\$24.84	\$25.44
		M&A Group Teacher Chamber	\$24.48		Market	\$24.84	\$25.44
		Senior Maintenance	\$23.21			\$23.55	\$24.15
		M&A Program Assistant	\$23.21			\$23.55	\$24.15
		Community Development Worker	\$23.21			\$23.55	\$24.15
		Teacher/Tutor (ASP, Camp)	\$23.21			\$23.55	\$24.15
		Lifeguard / Aquatic Instructor	\$23.21			\$23.55	\$24.15
		M&A Instrument/Voice Teacher	\$23.21	JE		\$23.55	\$24.15
		Recreation Youth Coordinator	\$23.21			\$23.55	\$24.15
6	551-600 \$24.21	ECE (Early Childhood) Teacher	\$24.82			\$25.19	\$25.79
		ECE Relief	\$24.82			\$25.19	\$25.79
		Program Cook	\$25.63			\$25.19	\$25.79
7	601-650 \$25.00	Coordinator - Children's Program	\$25.63			\$26.01	\$26.61
		Program Staff OOTC	\$25.63			\$26.01	\$26.61
		Daycare Teacher	\$26.43	JE		\$26.81	\$27.41
8	651-700 \$25.79	Recreation Supervisor	\$26.45			\$26.83	\$27.43
9	701-750 \$25.80	Program Coordinator OOTC	\$26.67			\$26.84	\$27.44
10	751-800 \$26.02	Vacant	\$0.60			\$27.07	\$27.67

## SCHEDULE "A" WAGE INCREASES 2020

Grade	Point Range and Rate	Position	2019 Wage Rate	Job Evaluation	Market	2020 Wage Base Rate	2020 In Lieu of benefits
1	300-350 \$19.00	Volleyball Referee	\$19.77			\$19.96	\$20.56
		LINC Instructor	\$37.34		Market	\$37.71	\$38.31
2	351-400 \$19.78	Receptionist	\$20.58	JE		\$20.78	\$21.38
		Office Assistant {E&T, ISAP}	\$20.58			\$20.78	\$21.38
		Fitness Instructor	\$34.34		Market	\$34.69	\$35.29
		Program Assistant 2 (LINC) M&A Music Teacher (Daycare)	\$20.58			\$20.78	\$21.38
		M&A Music Teacher(Daycare)	\$23.25		Market	\$23.48	\$24.08
3	401-450 \$20.56	Administrative Assistant	\$21.39			\$21.60	\$22.20
		Program Assistant 1 (LINC)	\$25.59		Market	\$25.85	\$26.45
		Program Leader 1/Escort	\$21.39			\$21.60	\$22.20
		Coordinator-M&A Chamber Employment Developer/Counselor	\$36.59		Market	\$36.96	\$37.56
			\$23.14		Market	\$23.37	\$23.97
		Senior Services Worker	\$22.20			\$22.42	\$23.02
		E&T Program Trainer	\$23.14		Market	\$23.37	\$23.97
		ISAP Program Developer/trainer	\$25.88		Market	\$26.14	\$26.74
		Maintenance Worker	\$22.20	JE		\$22.42	\$23.02
		M&A Music Group Teacher	\$24.84		Market	\$25.09	\$25.69
		M&A Group Teacher (Dance)	\$24.84		Market	\$25.09	\$25.69
		Settlement Worker NSP/CIC	\$25.88		Market	\$26.14	\$26.74
		Childminder/Child Care	\$22.20	JE		\$22.42	\$23.02
		Accounting Assistant	\$22.20			\$22.42	\$23.02
		M&A Group Teacher Choral	\$24.84		Market	\$25.09	\$25.69
		M&A Group Teacher Chamber	\$24.84		Market	\$25.09	\$25.69
		Senior Maintenance	\$23.55			\$23.79	\$24.39
		M&A Program Assistant	\$23.55			\$23.79	\$24.39
		Community Development Worker	\$23.55			\$23.79	\$24.39
		Teacher/Tutor (ASP, Camp)	\$23.55			\$23.79	\$24.39
		Lifeguard / Aquatic Instructor	\$23.55			\$23.79	\$24.39
		M&A Instrument/Voice Teacher	\$23.55	JE		\$23.79	\$24.39
Recreation Youth Coordinator	\$23.55			\$23.79	\$24.39		
6	551-600 \$24.21	ECE (Early Childhood) Teacher	\$25.19			\$25.44	\$26.04
		ECE Relief	\$25.19			\$25.44	\$26.04
		Program Cook	\$25.19			\$25.44	\$26.04
7	601-650 \$25.00	Coordinator - Children's Program	\$26.01			\$26.27	\$26.87
		Program Staff OOTC	\$26.01			\$26.27	\$26.87
		Daycare Teacher	\$26.81	JE		\$27.07	\$27.67
8	651-700 \$25.79	Recreation Supervisor	\$26.83			\$27.10	\$27.70
9	701-750 \$25.80	Program Coordinator OOTC	\$26.84			\$27.11	\$27.71
10	751-800 \$26.02	Vacant	\$27.07			\$27.34	\$27.94

## SCHEDULE "A" WAGE INCREASES 2021

Grade	Point Range and Rate	Position	2020 Wage Rate	Job Evaluation	Market	2021 Wage Base Rate	2021 In Lieu of benefits
1	300-350 \$19.00	Volleyball Referee	\$19.96			\$20.16	\$20.76
		LINC Instructor	\$37.71		Market	\$38.09	\$38.69
2	351-400 \$19.78	Receptionist	\$20.78	JE		\$20.99	\$21.59
		Office Assistant {E&T, ISAP}	\$20.78			\$20.99	\$21.59
		Fitness Instructor	\$34.69		Market	\$35.03	\$35.63
		Program Assistant 2 (LINC) M&A Music Teacher (Daycare)	\$20.78			\$20.99	\$21.59
		M&A Music Teacher(Daycare)	\$23.48		Market	\$23.72	\$24.32
3	401-450 \$20.56	Administrative Assistant	\$21.60			\$21.82	\$22.42
		Program Assistant 1 (LINC)	\$25.85		Market	\$26.11	\$26.71
		Program Leader 1/Escort	\$21.60			\$21.82	\$22.42
		Coordinator-M&A Chamber	\$36.96		Market	\$37.33	\$37.93
		Employment Developer/Counselor	\$23.37		Market	\$23.60	\$24.20
		Senior Services Worker	\$22.42			\$22.65	\$23.25
		E&T Program Trainer	\$23.37		Market	\$23.60	\$24.20
		ISAP Program Developer/trainer	\$26.14		Market	\$26.40	\$27.00
		Maintenance Worker	\$22.42	JE		\$22.65	\$23.25
		M&A Music Group Teacher	\$25.09		Market	\$25.34	\$25.94
		M&A Group Teacher (Dance)	\$25.09		Market	\$25.34	\$25.94
		Settlement Worker NSP/CIC	\$26.14		Market	\$26.40	\$27.00
		Childminder/Child Care	\$22.42	JE		\$22.65	\$23.25
		Accounting Assistant	\$22.42			\$22.65	\$23.25
		M&A Group Teacher Choral	\$25.09		Market	\$25.34	\$25.94
		M&A Group Teacher Chamber	\$25.09		Market	\$25.34	\$25.94
		Senior Maintenance	\$23.79			\$24.03	\$24.63
		M&A Program Assistant	\$23.79			\$24.03	\$24.63
		Community Development Worker	\$23.79			\$24.03	\$24.63
		Teacher/Tutor (ASP, Camp)	\$23.79			\$24.03	\$24.63
		Lifeguard / Aquatic Instructor	\$23.79			\$24.03	\$24.63
		M&A Instrument/Voice Teacher	\$23.79	JE		\$24.03	\$24.63
		Recreation Youth Coordinator	\$23.79			\$24.03	\$24.63
6	551-600 \$24.21	ECE (Early Childhood) Teacher	\$25.44			\$25.69	\$26.29
		ECE Relief	\$25.44			\$25.70	\$26.30
		Program Cook	\$25.44			\$25.69	\$26.29
7	601-650 \$25.00	Coordinator - Children's Program	\$26.27			\$26.53	\$27.13
		Program Staff OOTC	\$26.27			\$26.53	\$27.13
		Daycare Teacher	\$27.07	JE		\$27.34	\$27.94
8	651-700 \$25.79	Recreation Supervisor	\$27.10			\$27.37	\$27.97
9	701-750 \$25.80	Program Coordinator OOTC	\$27.11			\$27.38	\$27.98
10	751-800 \$26.02	Vacant	\$27.34			\$27.61	\$28.21

## SCHEDULE "A" WAGE INCREASES 2022

Grade	Point Range and Rate	Position	2021 Wage Rate	Job Evaluation	Market	2022 Wage Base Rate	2022 In Lieu of benefits
1	300-350 \$19.00	Volleyball Referee	\$20.16			\$20.37	\$20.97
		LINC Instructor	\$38.09		Market	\$38.47	\$39.07
2	351-400 \$19.78	Receptionist	\$20.99	JE		\$21.20	\$21.80
		Office Assistant (E&T, ISAP)	\$20.99			\$21.20	\$21.80
		Fitness Instructor	\$35.03		Market	\$35.38	\$35.98
		Program Assistant 2 (LINC) M&A Music Teacher (Daycare)	\$20.99			\$21.20	\$21.80
		M&A Music Teacher(Daycare)	\$23.72		Market	\$23.96	\$24.56
3	401-450 \$20.56	Administrative Assistant	\$21.82			\$22.04	\$22.64
		Program Assistant 1(LINC)	\$26.11		Market	\$26.37	\$26.97
		Program Leader 1/Escort	\$21.82			\$22.04	\$22.64
		Coordinator-M&A Chamber	\$37.33		Market	\$37.70	\$38.30
		Employment Developer/Counselor	\$23.60		Market	\$23.84	\$24.44
		Senior Services Worker	\$22.65			\$22.87	\$23.47
		E&T Program Trainer	\$23.60		Market	\$23.84	\$24.44
		ISAP Program Developer/trainer	\$26.40		Market	\$26.67	\$27.27
		Maintenance Worker	\$22.65	JE		\$22.87	\$23.47
		M&A Music Group Teacher	\$25.34		Market	\$25.60	\$26.20
		M&A Group Teacher (Dance)	\$25.34		Market	\$25.60	\$26.20
		Settlement Worker NSP/CIC	\$26.40		Market	\$26.67	\$27.27
		Childminder/Child Care	\$22.65	JE		\$22.87	\$23.47
5	501-550 \$22.64	Accounting Assistant	\$22.65			\$22.87	\$23.47
		M&A Group Teacher Choral	\$25.34		Market	\$25.60	\$26.20
		M&A Group Teacher Chamber	\$25.34		Market	\$25.60	\$26.20
		Senior Maintenance	\$24.03			\$24.27	\$24.87
		M&A Program Assistant	\$24.03			\$24.27	\$24.87
		Community Development Worker	\$24.03			\$24.27	\$24.87
		Teacher/Tutor (ASP, Camp)	\$24.03			\$24.27	\$24.87
		Lifeguard / Aquatic Instructor	\$24.03			\$24.27	\$24.87
		M&A Instrument/Voice Teacher	\$24.03	JE		\$24.27	\$24.87
6	551-600 \$24.21	Recreation Youth Coordinator	\$24.03			\$24.27	\$24.87
		ECE (Early Childhood) Teacher	\$25.69			\$25.95	\$26.55
		ECE Relief	\$25.70			\$25.95	\$26.55
7	601-650 \$25.00	Program Cook	\$25.69			\$25.95	\$26.55
		Coordinator - Children's Program	\$26.53			\$26.80	\$27.40
		Program Staff OOTC	\$26.53			\$26.80	\$27.40
8	651-700 \$25.79	Daycare Teacher	\$27.34	JE		\$27.61	\$28.21
		Recreation Supervisor	\$27.37 \$0.00			\$27.64	\$28.24
9	701-750 \$25.80	Program Coordinator OOTC	\$27.38 \$0.00			\$27.66	\$28.26
		Vacant	\$27.61 \$0.00			\$27.89	\$28.49
10	751-800 \$26.02						