

# UNIT 5 COLLECTIVE AGREEMENT

Between



Canadian Observatory on Homelessness

And



Canadian Union of Public Employees  
Local 3903

2025-2028

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the Employer and the employees represented by the Union.
- 1.02 Definition of Day  
Throughout the Collective Agreement “Day(s)” refers to calendar day(s), unless:  
(a) The language of the Collective Agreement specifies “Working Days”; or  
(b) The day(s) at issue is/are observed as a statutory holiday by the COH or the COH is otherwise closed, in which case the time limit set out in the Collective Agreement will be extended by the duration of the holiday and/or closure.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 All inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the Employer.
- 2.02 In exercising its rights and in conducting its employment relations, the Employer shall act reasonably, without discrimination and in good faith.

## **ARTICLE 3 – EMPLOYEES REPRESENTED**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Canadian Observatory on Homelessness (COH) in the Province of Ontario, save and except Managers, persons above the rank of Manager, the Administrative Assistant, and Post-Doctoral Fellows.
- 3.02 The Employer will not contract out work in a way that diminishes the available work, or in an effort to reduce the work, of the bargaining unit. In the event that regular, predictable work becomes available, the Employer will prioritize hiring a position in the bargaining unit.
- 3.03 The Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without the proper authorization of the Union. Accordingly, the Union shall provide the Employer, in writing, with the names and position titles of its officers, the names of its stewards, including the person designated as lead steward, and the name(s) of any staff representative(s) responsible for supporting the Union in the workplace. The Employer shall recognize the status of the persons listed only from the date of such written notice. Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.
- 3.04 The Employer agrees to provide the Union annually by April 30 each year a breakdown of the bargaining unit, including the number of positions in each job classification at the time of the report, and the total wages paid under each job classification in the previous fiscal year.

- 3.05 Prior to any decision that will have an impact on the volume of work in the bargaining unit, the Employer will inform the Union of that change in writing.

#### **ARTICLE 4 – DISCRIMINATION, HARASSMENT AND ACCOMMODATIONS**

- 4.01 The Employer and Union agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in any matter concerning conditions of employment related to any ground prohibited by the *Ontario Human Rights Code* or any other applicable legislation, as amended from time to time.
- 4.02 The Union and the Employer agree that every employee has the right to freedom from harassment in the workplace as set out in the *Ontario Human Rights Code* and the *Ontario Health and Safety Act*, as amended from time to time. The Employer undertakes to take all reasonable and appropriate actions to foster such an environment.
- 4.03 Issues of harassment and discrimination in the workplace will be dealt with in accordance with the relevant COH policy. The policy will be available to all employees as well as the Union, and the Employer will initiate this process when they become aware of a situation of harassment or discrimination in the workplace. The policy will contain at least the following elements: a trauma-informed approach, confidentiality such that information about the complaint and respondent will only be shared on a need-to-know basis, have clear, accountable steps to be followed along with timelines, and indicate the right to union representation and access to a support person for both the complainant and respondent as applicable. Where appropriate, an employee may request an Elder be present for any complaint or mediation meetings at the expense of the Union.
- 4.04 The parties agree that some circumstances involving allegations of discrimination and/or harassment warrant the separation of the complainant and respondent. The separation of parties will not be considered to be disciplinary or punitive.
- 4.05 The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the *Ontario Human Rights Code*, as amended from time to time. An employee has a right to Union Representation for any accommodation meetings and the Employer will inform the employee requesting accommodation of this right.
- 4.06 The Employer will provide reasonable accommodations as required for persons with disabilities. These plans will be developed in accordance with the COH's policy on accommodations, which will be available to all employees and the Union. Proposed Accommodated Work Plans will normally be implemented within thirty (30) days following the provision of all necessary documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee's performance of the essential duties of their position.
- 4.07 The COH will ensure that there is an accessible and available space where persons may nurse and/or express milk as well as options for refrigeration. The availability of these location(s) will be promoted to employees along with contact information so that individuals who wish can make arrangements for access.

## ARTICLE 5 – LABOUR-MANAGEMENT COMMITTEE

- 5.01 The Union and the Employer acknowledge the mutual benefits to be derived from the establishment of a Labour-Management Committee consisting of three (3) representatives from each party, inclusive of CUPE 3903 staff representatives and all Employer Representatives. Each party shall inform the other of the names of the three (3) representatives prior to the first Labour-Management Committee meeting of the contract year.
- 5.02 The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. A representative of each party shall be designated as a joint Co-Chair, and the two (2) persons so designated shall alternate in presiding over meetings. Either Co-Chair may call meetings on at least two weeks' notice to the other members of the Committee.
- 5.03 As appropriate, either party may also propose to the other that guests with relevant knowledge or expertise attend to speak to specific agenda items with advance notice to the other party.
- 5.04 The Labour-Management Committee shall schedule three (3) meetings per year. A written agenda shall be established for each meeting. Starting in 2026, the Employer will give the Committee access to the results of the internal self-identification surveys conducted annually. The Committee may discuss and analyze these results as it sees fit and make recommendations to Management.

## ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the parties shall act reasonably, non-discriminatorily and in good faith.
- (ii) Before filing a grievance, an employee may, raise the issue with their immediate supervisor or manager within ten (10) working days of becoming aware of an issue, in order to provide an opportunity to resolve the issue informally. If the issue is not resolved to the satisfaction of the employee within ten (10) working days, or if the employee chooses not to pursue this option, they may proceed to file a formal grievance as outlined in (iii) below.
- (iii) A grievance must be filed within ten (10) working days of the employee, or in the case of a policy or group grievance, as defined below, the Union, became aware, or reasonably ought to have become aware, of the circumstances giving rise to the grievance or within ten (10) days of the receipt of the written response for informal resolution outlined in subpoint (ii) above, should that option have been exercised.
- 6.02 **STEP ONE:** If an employee believes they may have a grievance, they may first submit a grievance to and discuss the matter with their immediate Director/Manager, accompanied by their steward if they so wish. The Director/Manager shall give their reply in writing within ten (10) working days. The grievance shall be set forth in writing and be signed by the grievor and a union representative. The written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or

interpretation of the agreement that allegedly has been violated, how they have been violated and the relief sought.

- 6.03 **STEP TWO:** If the grievance is not resolved at Step One, or where Step One is not exercised, the grievance shall be submitted to the Executive Vice-President or their designate within ten (10) working days of the receipt of the Step 1 response, if applicable. The written grievance shall be signed by the grievor and a union representative, and must include:
- (a) details of the grievance,
  - (b) a clear statement of the matter in dispute,
  - (c) the specific provision(s) or interpretation of the agreement that is alleged to have been violated,
  - (d) how the provisions have allegedly been violated and
  - (e) the remedy being sought.

The Executive Vice-President or designate shall arrange for a meeting to discuss the grievance within ten (10) working days of receiving it, and shall provide a written response within ten (10) working days of that meeting.

- 6.04 If the grievance is not resolved at Step Two, it may be referred to arbitration by written notice signed by a lead steward or Union Representative and submitted to the Executive Vice-President within twenty (20) working days of receiving the employer's written response from Step Two. The notice shall include details of the grievance, the specific provision(s) or interpretation of the agreement that is alleged to have been violated, and the remedy being sought from the Arbitrator.
- 6.05 Subject to Article 6.07, the Parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at any step the Employer's representative fails to give their written answer within the required time limit, the Union and the employee may file the grievance at the next step at the expiration of such time limit. If the employee or the Union fail to follow the grievance procedure in accordance with the required steps, time limits and conditions, the grievance shall be deemed withdrawn.

#### **POLICY/GROUP GRIEVANCE**

- 6.06 A policy or group grievance may be initiated by the Union at Step Two, subject to the time limits set out in 6.04 above. These are defined as:
- (i) A policy grievance is defined as involving a question of general application or interpretation of this agreement.
  - (ii) A group grievance is defined as being a consolidation of similar individual grievances seeking a common redress.
- 6.07 Any of the time limits set out in this article may be extended by mutual written agreement which will not be unreasonably denied.
- 6.08 The Parties understand the grievance process as being confidential and that the identity of the grievor, and the substance of the grievance will only be communicated on a need-to-know basis.
- 6.09 In the case where a successful or settled grievance involves financial compensation, this compensation will normally be delivered within ninety (90) days of the sign-off date,

although this period may be extended by mutual consent, which will not be unreasonably denied.

- 6.10 The parties agree that grievances pertaining to harassment, discrimination or disability may be initiated at Step 2.

## **ARTICLE 7 – ARBITRATION**

- 7.01 If a grievance remains unresolved after the grievance process, as outlined in Article 6, either party may refer the matter to arbitration within twenty (20) working days following the Step 2 response.
- 7.02 Grievances shall be heard by a single Arbitrator. The Union will propose an Arbitrator in its notice to the Employer in accordance with Article 7.01 and the Employer will respond within ten (10) working days either agreeing to the Union's suggestion or suggesting an alternative Arbitrator. If the parties cannot agree on an Arbitrator within thirty (30) days of the 7.01 notice, either party may request the Minister of Labour to appoint a single Arbitrator.
- 7.03 Arbitrations shall be conducted in accordance with the *Ontario Labour Relations Act, 1995* and the terms of the Collective Agreement.
- 7.04 The Arbitrator shall hear and determine the matter in dispute and issue an award which shall be final and binding upon the Parties to this Agreement. The Arbitrator shall, however, have no authority to add to, subtract from, or alter any provision of this Agreement, nor make an award which has such effect.
- 7.05 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.
- 7.06 Any of the time limits set out in the article may be extended by mutual written agreement which will not be unreasonably denied.

## **ARTICLE 8 – DISCIPLINE**

- 8.01 Prior to any disciplinary action being taken, an employee will have an opportunity to meet with the Employer, along with their Union Representative, in order to discuss the matter. The Employer will inform the employee of their right to Union representation prior to any meeting.
- 8.02 The Employer will administer progressive discipline. Notwithstanding the forgoing, employees may be subject to more serious levels of discipline, including suspension or dismissal, in cases of serious misconduct.
- 8.03 The Employer agrees that discipline shall be for just cause only. It is understood that the Employer will give its reasons for such discipline and/or dismissal to the employee and the Union, including a description of the behaviour at issue, the approximate dates it is alleged to have occurred, and other details required for a fair process and for the employee to make a response.

- 8.04 Discipline is intended to be corrective and progressive in nature. Except in exceptional circumstances, the Employer will provide at least twenty-four (24) hours' notice of any disciplinary meeting providing any information as per Article 8.03 at the time of notification.

The Employer will handle discipline in accordance with the relevant COH policy, which will be available to all employees and the Union. The policy will contain at least the following elements; an avenue for informal resolution, an opportunity for the employee to provide their perspective, clear steps to be followed, confidentiality, and the employee's right to Union representation.

Except in exceptional circumstances, discharge will not be used unless appropriate steps in the COH policy have been engaged. In the event of a suspension without pay in excess of five (5) working days, pay will not be withheld until any grievances regarding the discipline are resolved.

- 8.05 All notices of disciplinary action, which are intended to form part of an employee's employment record, shall be removed from the employees' personnel file after a period of twenty-four (24) months from the date of issuance and shall not be used to progress subsequent disciplinary action following the elapse of that time.
- 8.06 Any notice of disciplinary action that is intended to form part of an employee's employment record shall be provided in writing with a copy to the Union.
- 8.07 If an employee wishes to grieve their dismissal, it may be initiated directly at Step 2 in the grievance process. Such a grievance shall be presented within ten (10) working days of the date of issuance of the letter.
- 8.08 Bargaining unit employees who hold supervisory responsibilities are not responsible for providing or initiating discipline for other employees. They are expected to immediately refer any concerns raised and/or advise their immediate supervisor of any issues or concerns related to employees under their supervision. In addition, they will not be required to attend any disciplinary meetings.
- 8.09 An employee will be considered to have abandoned their position if they fail to return at the expiration of a leave and are unable to be effectively contacted or are absent from work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason. In such cases, the Union will be notified and given up to one (1) day to attempt to contact the employee in question. Abandonment of a position may result in the employment being deemed to have ended.

## **ARTICLE 9 – NO STRIKES/LOCKOUTS**

- 9.01 The Union undertakes there will be no strike and the Employer undertakes there will be no lockout so long as this agreement continues to operate. The meaning of the words "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act, 1995*.
- 9.02 In the event of a labour strike or lockout at a work site location where the Employer has offices, employees covered by this agreement will be expected to continue performing

their regular duties during such strike or lockout. An employee will not be required to cross picket lines in order to attend work in person, provided that it has been confirmed that the employee is able to perform their duties remotely. No employee will lose wages provided they continue to perform their normal duties.

## **ARTICLE 10 – POSITIONS AND RATES OF PAY**

### 10.01 Salaries

#### (i) (Salaries)

Effective the date of ratification in 2025, increase all rates by 1.0%

Effective 2026, increase all rates by 1.5%

Effective 2027, increase all rates by 1.5%

Effective 2028, increase all rates by 1.5%

#### (ii) (Salaries Part-time)

Effective the date of ratification in 2025, increase all rates by 6.0%

Effective Sept 1, 2026, increase all rates by 2.5%

Effective Sept 1, 2027, increase all rates by 2.5%

Effective Sept 1, 2028, increase all rates by 2.0%

#### (iii) (Salaries Part-time Work Study)

Effective the date of ratification in 2025, increase all rates by 3.5%

Effective Sept 1, 2026, increase all rates by 2.5%

Effective Sept 1, 2027, increase all rates by 2.5%

Effective Sept 1, 2028, increase all rates by 2.0%

10.02 Remuneration for salaried employees shall be paid in equal monthly installments over the term of employment. A statement of earnings and deductions will be made available to the employee on a monthly basis.

10.03 Remuneration for hourly employees shall be paid on a bi-weekly basis, based on the number of hours worked, over the term of employment. A statement of earnings and deductions will be made available to the employee on a bi-weekly basis.

10.04 All employees shall be able to complete a Revenue Canada TD1 form at their discretion.

10.05 The standard work week for salaried employees shall be thirty-five (35) hours per week and, outside of exceptional circumstances, no more than forty-four (44) hours per week. Work beyond the normal hours shall only occur by mutual consent between the employee and their immediate supervisor.

The standard work week for part-time employees shall vary between ten (10) hours per week up to thirty (30) hours per week. However, by mutual consent between the employee and their immediate supervisor, for specific purposes, and on a temporary basis, a part-time employee may work up to forty-four (44) hours per week.

10.06 In the event an employee is required to travel for business purposes, exclusive of any regular in-office days, including conferences, training, or for research purposes, time spent engaged in meetings, presentations and other mandatory scheduled activities,

which may include travel time, will be considered as working time. Time spent in voluntary activities including but not limited to, socializing and/or not engaged in work activities will not be considered as working time. Any hours beyond forty-four (44) hours spent engaging in work activities shall only occur by mutual consent between the employee and their immediate supervisor.

- 10.07 Any work beyond forty-four (44) hours per week shall be compensated as lieu time at time-and-a-half upon agreement between the employee and their immediate supervisor in accordance with the *Ontario's Employment Standards Act*.
- 10.08 Employees interested in progression shall express their interest to their Manager and the Manager will work with employees to establish stretch plans toward promotion to a senior or lead role. Employees must have a minimum of two (2) years in their current position prior to being eligible for a stretch plan. Such requests shall not be unreasonably denied.
- 10.09 Upon the end of employment, the Employer shall issue a Record of Employment in accordance with Service Canada requirements.
- 10.10 The Employer shall notify employees when funds or opportunities are available for training and shall not unreasonably deny employees an opportunity to participate or access such resources.

## **ARTICLE 11 – POSTINGS**

- 11.01 The qualifications posted for all positions in the bargaining unit shall be relevant to the posted position.
- 11.02 Positions shall be posted electronically in a location accessible to employees and the Union. Each job posting shall include the following statement: We encourage applications from those who have lived experience of homelessness and/or lived experience of an identity that disproportionately experiences homelessness in the Canadian context. Applicants are welcome to share this information in their cover letter should they wish to do so. The COH is committed to working with candidates to meet their needs. Accommodations are available on request for candidates taking part in all aspects of the selection process.
- 11.03 All positions in the bargaining unit shall be posted as they arise and shall include:
- (i) the job title of the position;
  - (ii) the duties of the position. This will not include “other duties as assigned” or similar language;
  - (iii) the qualifications of the position;
  - (iv) the number of hours per week;
  - (v) the salary or hourly rate of pay;
  - (vi) the anticipated start and end date of the position;
  - (vii) the application process and deadline;
  - (viii) the date of the posting
  - (ix) that the position is within the bargaining unit
- 11.04 Each position shall be posted for a minimum of two (2) weeks. The Employer will make

reasonable efforts to inform all former bargaining unit employees who meet the eligibility as outlined in Article 12.02 as well as all current staff of the open position at the time it is posted publicly.

## **ARTICLE 12 – OFFERS OF EMPLOYMENT**

- 12.01 Positions will be awarded based on a candidate's qualifications, experience (including lived experience), competence and ability to perform the various duties of the position in accordance with 12.02.
- 12.02 Positions will be offered as follows:
- (a) First, based on seniority, to internal candidates who meet the required qualifications and experience.
  - (b) Next, based on seniority, to former employees who have left the employment of the COH solely as a result of the expiration of their contract within the prior one (1) year and who meet the required qualifications and experience.
  - (c) Then to any external candidates whom the Employer deems most qualified.
- 12.03 Subject to available funding, bargaining unit positions shall continue for successive terms. The Employer will endeavour to provide notice of new or ending contracts with as much notice as possible in advance of the end of the current contract term. The Employer will make reasonable efforts to identify alternate internal opportunities for affected employees in the bargaining unit.
- 12.04 Offers of employment shall be made in writing to the employee as far in advance of the start of their contract as practicable. Normally, written offers will be extended a minimum of two (2) weeks in advance of the effective date of the contract.

The written offer of employment shall include the position title, rate of pay, start and end date of the contract and the name and/or title of the person they will report to.

All accepted offers of employment are to be signed by the candidate, with a signed copy provided to the Employer, and will form part of the employee's employment file.

The Employer will advise the Union of all new hires.

## **ARTICLE 13 – SENIORITY**

- 13.01 Seniority for full-time employees will be calculated from the date of first hire. In the case where seniority cannot be distinguished between members based on having the same hire date, priority will be given to the Employee with the most months of Union service on the executive committee or the bargaining team. In the event of a tie, priority will be given to the Employee with the earliest birth date.

A part-time employee who becomes full time will be credited with their seniority on the basis of one year for each 1820 hours worked and shall be placed on the full-time seniority list accordingly.

13.02 Seniority for part-time employees will be calculated based on the number of hours worked with 1820 hours being equivalent to one (1) year of service.

13.03 An employee shall lose all seniority with the COH if they:

- (a) Resign;
- (b) Retire;
- (c) Are dismissed;
- (d) Have abandoned their position as per Article 8.09

In addition, an employee shall lose all seniority twelve (12) months after the end of their contract if they have not been rehired.

13.04 Within one month of the date of ratifying the initial collective agreement, a seniority list will be produced identifying all current bargaining unit members which will be posted and provided to the Union. The Employer will also provide the Union a list of employees who have left in the prior one (1) year who held bargaining unit positions.

Seniority lists of current bargaining unit employees will be provided to the Union annually by April 30 of each year.

**ARTICLE 14 – STATUTORY HOLIDAYS**

14.01 STATUTORY HOLIDAYS

All employees shall be granted the following statutory holidays with pay:

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

Part-time employees shall be compensated for statutory holidays in accordance with the Employment Standards Act.

Should the holiday fall on a day which is not a regular working day, the Employer will designate an alternate day for the holiday to be observed and the alternate day will be considered to be the Statutory Holiday.

14.02 In the event that the Employer determines that there will be a shutdown during the winter holiday season, salaried employees will continue to be paid regular salary for the duration. Part-time employees will be offered work for which they will be paid during this period. In the event the employee does not wish to work, they will not be paid.

14.03 In the event a salaried employee is required to work on a Statutory Holiday as outlined in the agreement, they shall be compensated at the rate of one and one half (1 ½) times their regular rate of pay and will be given an alternate day off with pay, in lieu of the holiday.

In the event a part-time employee is required to work on a Statutory Holiday as outlined in the agreement, they shall be compensated at the rate of one-and-one-half (1 ½) times their regular rate of pay for all hours worked.

Any work required to be performed on a statutory holiday must be approved in advance by the employee's Manager.

- 14.04 The Employer recognizes that an employee may, for religious and/or cultural reasons, wish to observe holidays other than those listed in 14.01. In such cases, and subject to advance written approval, the employee shall be entitled to observe such alternate holidays in lieu of one or more of the listed holidays.
- 14.05 National Day for Truth and Reconciliation, observed annually on September 30, will be designated as a professional development day wherein COH employees may choose to be excused from performing regular working duties in order to participate in Indigenous-led activities.

Any expenses incurred by the Employee for such activities will not be eligible for reimbursement. Employees choosing not to participate in such activities will be expected to perform regular work duties on this day.

## **ARTICLE 15 – VACATIONS**

- 15.01 Full-time employees shall be entitled to annual vacation with pay on the following basis:
- (a) From the start date of the employment until the completion of the second (2) year of employment, an employee shall earn one-and-one-quarter (1.25) days for each completed month of employment to a maximum of fifteen (15) days per year.
  - (b) From the start of the third (3) year of employment until the completion of the fifth (5) year of employment, an employee shall earn one-and-two-thirds (1.67) days for each completed month of employment to a maximum of twenty (20) days per year;
  - (c) From the start of the sixth (6) year of employment until the completion of the seventh (7) year of employment, an employee shall earn two-and-one-twelfth (2.09) days for each month of completed employment to a maximum of twenty-five (25) days per year;
  - (d) From the start of the eighth (8) year of employment and beyond, an employee shall earn two-and-one-half (2.5) days for each month of completed employment to a maximum of thirty (30) days per year.

Employees will have access to their annual allocation of vacation days from the start of their contract. In the event an employee leaves the employment of the COH and has not earned all of their vacation which has been used, they may be required to repay any time taken in excess of what has been earned. Following ratification, this information will be included in future employment contracts.

- 15.02 Part-time hourly employees shall be entitled to four percent (4%) of their gross earnings as vacation pay from their start date of employment until the end of the fifth (5) year of employment. Starting in their sixth (6) year of employment, this will be increased to six percent (6%) of their gross earnings. Part-time employees will have their vacation pay

added to each regular pay.

- 15.03 Vacation entitlement must be taken within the vacation year, which is aligned with the term of the employee's contract. In exceptional circumstances, with prior approval, vacation time may be permitted to be carried over into the subsequent year.
- 15.04 When a statutory holiday falls within an employee's vacation period, they will not be required to use a vacation day for the holiday.
- 15.05 Requests for vacation shall be made in writing to the employee's Manager and responses to requests shall be provided in writing to the employee. Requests for vacation shall not be unreasonably denied.

## **ARTICLE 16 – BENEFITS**

- 16.01 The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time employees in the active employ of the Employer under the insurance plans set out below subject to the insurance plans respective terms and conditions including any enrolment requirements. This includes contributions towards premiums for eligible employees as well as their eligible dependents.
- (a) The Employer agrees to pay one hundred percent (100%) of the billed premiums for employees and their eligible dependents towards coverage of the Employer Dental Care plan currently in effect as of the date of ratification of this agreement, or comparable coverage with another carrier.
  - (b) The Employer agrees to pay one hundred percent (100%) of the billed premiums for employees and their eligible dependents towards coverage of the Employer Extended Health Care plan currently in effect as of the date of ratification of this agreement, or comparable coverage with another carrier.
  - (c) The Employer agrees to pay one hundred percent (100%) of the billed premiums for employees towards coverage of the Employer Vision Care plan currently in effect as of the date of ratification of this agreement, or comparable coverage with another carrier. Employees will be required to pay the billed premiums for vision coverage for any eligible dependents.

Information about dental, extended health, including drug coverage, and vision benefits can be accessed at the following website: <http://hr.info.yorku.ca/>

## **ARTICLE 17 – PROBATIONARY PERIOD AND EMPLOYEE EVALUATIONS**

- 17.01 The probationary period for new hires will be six (6) months from the original date of hire.
- 17.02 Employees in the bargaining unit shall be covered by the collective agreement from date of hire. However, during their probationary period, an employee may be terminated at the sole discretion of the Employer; the termination itself shall not be subject to grievance, other than grievances based on Article 4.
- 17.03 The Employer shall conduct employee evaluations which will normally occur on an

annual basis. In addition, new employees will be subject to a probationary evaluation conducted before the end of the probationary period in addition to any regular annual evaluation.

- 17.04 Written employee evaluations will be provided to each employee. Employees will be provided with an opportunity to include comments on their review. An employee's reviews will be included within their employee file.

## **ARTICLE 18 – LEAVES**

- 18.01 In addition to any leaves outlined within this agreement, all employees will be eligible for any and all job-protected leaves in accordance with the *Employment Standards Act* as amended from time to time.
- 18.02 Full-time employees will continue to earn seniority for the duration of any paid or job-protected leaves. Part-time employees will continue to earn seniority at a rate based on the average number of hours worked per week in the previous six (6) months or since the start of their employment if they have been employed fewer than six (6) months for the duration of any job-protected leaves.
- 18.03 Employees shall continue to be eligible to participate in the benefit plan while on any job protected leave, up to the end of employment.
- 18.04 Where certification by a qualified medical practitioner is required by the Employer, the cost of acquiring the certificate will be paid by the Employer.
- 18.05 Full-time employees will earn one (1) sick day with pay for each month of completed service to a maximum of twenty-four (24) paid sick days. Sick time may be used to deal with personal illness and/or injury, including those related to mental health, that prevents an employee from performing their work duties as well as to care for ill and/or injured dependents. Employees are expected to notify their manager as far in advance as possible that they will not be able to perform work due to illness or injury. An employee may be required to provide medical documentation to support their absence from work.

Employees will have access to their annual allocation of sick days from the start of their contract. In the event an employee leaves the employment of the COH and has not earned all of their sick time which has been used, they may be required to repay any time taken in excess of what has been earned. Following ratification, this information will be included in future employment contracts.

- 18.06 In the event of an extended absence from work, as a result of illness/injury, an employee may be required to provide proof of fitness in order to resume their regular duties.
- 18.07 Full-time employees shall be granted up to five (5) days of paid bereavement leave in the event of the death of a member of their immediate family and up to three (3) days of paid bereavement leave in the event of the death of a member of their extended family. Bereavement days do not need to be consecutive. It is understood that immediate family may not necessarily reside with the employee.

Part-time employees shall be granted up to one (1) week of paid bereavement leave in

the event of the death of an immediate family member based on their normal work week, and up to three fifths (3/5) of one (1) week of paid bereavement in the event of the death of an extended family member.

Full-time employees shall be granted an additional five (5) days of unpaid bereavement leave and part-time employees an additional week of unpaid bereavement leave in the event of the death of an immediate family member. Such request will not be unreasonably denied.

- 18.08 Upon written request, supported by a copy of the summons, an employee shall be granted leave paid at the rate of their full salary, less what the court pays for the performance of the required duties, to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with their scheduled duties and provided that upon return to work, they shall provide their supervisor with written confirmation of the date(s) and time(s) on which they appeared and/or served, signed by an appropriate official of the court.
- 18.09 Employees are entitled to three (3) discretionary days per year aligned with their employment contract to attend to any personal needs. These days will be broken down into hours, for a total of 21 personal leave hours.
- 18.10 Upon written request, subject to approval, employees shall be entitled to an unpaid leave of absence. The written request must include the purpose of the leave as well as the expected duration of the leave. Requests will not be unreasonably denied.
- 18.11 Full-time employees who identify as Indigenous and wish to participate in traditional ceremonies shall be granted up to four (4) days of paid leave per calendar year. Notice shall be provided to the Employer in advance.

## **ARTICLE 19 – GENERAL**

- 19.01 The Employer will maintain an office space with access to appropriate tools and equipment for employees to perform their work.
- 19.02 The Employer shall supply, maintain and replace technology tools (computers, software) required for the performance of employees' duties. Additionally, the Employer will provide suitable office equipment for employees to use when working on site at the office location. Any equipment or resources required for reasons of disability will be handled through the accommodations process.
- 19.03 To the extent that remote work is available, Employees may work remotely. When working remotely, it is the responsibility of each employee to ensure that they have a suitable workspace in order to complete work duties as well as maintain confidentiality and privacy as required. The COH reserves the right to amend or discontinue remote or hybrid work arrangements at its sole discretion at any time. The Employer will provide six (6) months' notice of any change regarding remote or hybrid work. Such changes will not be implemented in a way that targets individual employees.
- 19.04 The Employer agrees to make arrangements to allow any member of the bargaining unit to attend the Annual General Meeting of CUPE 3903 or any meetings arranged for COH employees where possible. It is understood that the Union will use its best efforts to

schedule these events outside of regular working hours so as to cause minimal disruption to employees' duties.

- 19.05 The Employer recognizes the importance of employees participating in bargaining and that this might need to occur during normal work hours. The Employer will allow for flexible work hours to accommodate employee participation in bargaining provided it does not have a negative impact on COH operations. It is the Employer's expectation that employees continue to work their normal number of hours each week. The size and composition of the Union bargaining team is at the discretion of the Union.
- 19.06 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be sent as follows:

**TO THE EMPLOYER:**

Canadian Observatory of Homelessness  
630 Kaneff Tower  
4700 Keele St.,  
Toronto, ON M3J 1P3  
[amarsolais@edu.yorku.ca](mailto:amarsolais@edu.yorku.ca)

**TO THE UNION:**

The Executive  
Canadian Union of Public Employees Local 3903  
Suite 143 Atkinson York University 4700 Keele Street  
Toronto, Ontario M3J 1P3  
[lsu5@cupe3903.org](mailto:lsu5@cupe3903.org) and [chairperson@cupe3903.org](mailto:chairperson@cupe3903.org)

- 19.07 The Employer shall prepare the final form of this agreement for approval of the Parties prior to printing. The Employer shall assume responsibility for printing the agreement and providing copies to the Union for distribution to employees of the agreed upon final form of this agreement. The Parties agree to share equally the costs of printing the agreement. The Parties also agree to make an electronic version of the agreement available to the Union and employees.

**ARTICLE 20 – HEALTH AND SAFETY**

- 20.01 The Union and the Employer recognize the right of employees to work in a secure, healthy and accessible environment as well as the Employers obligations under the *Occupational Health and Safety Act* to take measures to reduce health and safety risks. As such, the Employer shall provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties within the office space maintained by the Employer in accordance with Article 19.01. Due to its relevance to the employees' work, the Employer will make reasonable efforts to identify psychosocial risks in the workplace.

The Parties agree that the Employer shall provide, and employees shall make use of, protective equipment where applicable for the safe and effective performance of an employee's duties. The Parties agree to ensure that the safety equipment, materials and protective devices provided by the Employer are maintained in good condition.

- 20.02 The Employer shall comply with the *Occupational Health and Safety Act*. No employee shall be required to act, nor shall they act, in the course of their employment, in a manner which constitutes a health or safety hazard under the Act. The Employer shall inform all employees of their rights and obligations under this Act.
- 20.03 The Employer and the Union are committed to creating a Joint Health and Safety Committee in accordance with the legislative requirements as amended from time to time. The Committee will be made up of one (1) representative from the Union and one (1) representative from the Employer. The representatives on the committee will be Co-Chairs of the committee. Either Co-Chair may invite other people to attend meetings of the committee to provide insights or expertise, subject to agreement by the other Co-Chair.
- In addition to any other legislative reporting obligations, the Joint Health and Safety Committee shall be notified where there has been an accident report filed with the Employer.
- If the Co-Chairs agree it is necessary, the Joint Health and Safety Committee may offer training on health and safety issues during regularly scheduled staff meetings.
- 20.04 The Employer shall provide certification training to the Union Co-Chair of the Joint Health and Safety Committee. The Employer shall reimburse all reasonable expenses associated with such training.
- 20.05 The Employer, within one year of ratification, shall create and adopt a health and safety policy, in accordance with the *Occupational Health and Safety Act*. This policy will identify psychosocial risks relevant to the employees' work.
- 20.06 The Employer shall make mandatory health and safety training available for all employees. This training will include all legislative required training and may also include training around issues of mental health and well-being. It is understood that mandatory training will be completed during regular working hours and will be paid by the Employer.
- 20.07 Employees have the right to refuse unsafe work. Work refusals must be initiated by the affected employee. If an employee believes their safety is at risk, they must notify their supervisor immediately and they may stop work and/or end their workday if the task cannot be performed safely. The Joint Health and Safety Committee shall be notified of any work refusals.

## **ARTICLE 21 – DURATION AND MODIFICATION OF AGREEMENT**

- 21.01 This agreement shall continue in force and effect from December 15, 2025 to December 31, 2028 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety (90) days before the agreement ceases to operate that it desires to amend or terminate this agreement.

Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lockout accrues, whichever first occurs.

## **ARTICLE 22 – UNION MEMBERSHIP AND DUES**

- 22.01 The Employer shall deduct each month from the salary (if any) of each full-time employee a sum equal to the monthly union dues and/or assessments as certified to the Employer from time to time by the treasurer of the Union.
- 22.02 The Employer shall deduct bi-weekly from the salary (if any) of each part-time employee a sum equal to the bi-weekly dues and/or assessments as certified to the Employer from time to time by the treasurer of the Union.
- 22.03 The Employer shall remit the amount deducted to the treasurer of the Union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total bi-weekly or monthly salary.
- 22.04 The Union shall indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the Union's incorrect instructions or lack of instructions.

## **ARTICLE 23 – INFORMATION**

- 23.01 The Employer recognizes the importance of providing accurate and timely information to the Union.
- 23.02 The Employer undertakes to provide the Union with information which is relevant to the bargaining unit by April 30 annually. The information provided on members of the bargaining unit will include the following information:
- Employee number/payroll number
  - Employee name
  - Employee home address (as provided to the Employer)
  - Employee personal telephone number (as provided to the Employer)
  - Employee email address
  - Employee date of birth
  - Employee original date of hire
  - Employee current contract end date
  - Employee job title
  - Weekly hours of work per contract
  - Employee current salary/hourly rate of pay
- 23.03 Upon written request from the Union, additional information pertaining to the operations of the Canadian Observatory on Homelessness and relevant to the bargaining unit may be provided to the Union by the Employer, provided that:
- (a) the Employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the Canadian Observatory on Homelessness's operations or that cannot be provided by the making of minor modifications in reports normally prepared;
  - (b) the Employer shall not be required to supply information which is deemed by the Employer to be confidential in nature.

Any queries relating to the transfer of information or requests for additional information by the Union shall be directed to the Executive Vice-President.

**ARTICLE 24 – ELECTRONIC MONITORING AND DATA PRIVACY**

24.01 Employees can speak and publish about their work and their workplace. Employees will ensure such communication is presented as representing their own views, not necessarily the view of their Employer, and does not unduly bring the COH into disrepute.

In the event an Employee will be using their credentials from the COH to speak and/or publish, they will seek advance authorization to do so. Any speaking and publishing will only make use of COH intellectual property in ways explicitly authorized by the COH.

24.02 The Employer agrees that COH Employees have a reasonable right to privacy in their personal communications and files, whether on paper or in an electronic form. The Employer does not use real-time electronic monitoring for the purposes of monitoring employee activity in the normal course of its operations.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized representatives.

On behalf of  
CANADIAN OBSERVATORY  
ON HOMELESSNESS

Stephen Gaetz

On behalf of  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3903

C.L. Michel  
S.A. Charlebois  
P.S. Drammeh

**Appendix A  
Salary Grid**

Salaried

<b>Classifications / Job Titles</b>	<b>Band</b>	<b>Step</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
			<b>1.00%</b>	<b>1.50%</b>	<b>1.50%</b>	<b>1.50%</b>
	<b>1</b>	<b>1</b>	\$55,550.00	\$56,383.25	\$57,229.00	\$58,087.43
<b>Assistant</b>		<b>2</b>	\$56,560.00	\$57,408.40	\$58,269.53	\$59,143.57
		<b>3</b>	\$57,570.00	\$58,433.55	\$59,310.05	\$60,199.70
		<b>4</b>	\$58,580.00	\$59,458.70	\$60,350.58	\$61,255.84
		<b>5</b>	\$59,590.00	\$60,483.85	\$61,391.11	\$62,311.97
	<b>2</b>	<b>1</b>	\$60,600.00	\$61,509.00	\$62,431.64	\$63,368.11
<b>Coordinator</b>		<b>2</b>	\$61,610.00	\$62,534.15	\$63,472.16	\$64,424.24
<b>Designer</b>		<b>3</b>	\$62,620.00	\$63,559.30	\$64,512.69	\$65,480.38
<b>Translator</b>		<b>4</b>	\$63,630.00	\$64,584.45	\$65,553.22	\$66,536.52
		<b>5</b>	\$64,640.00	\$65,609.60	\$66,593.74	\$67,592.65
	<b>3</b>	<b>1</b>	\$65,650.00	\$66,634.75	\$67,634.27	\$68,648.79
<b>Sr. Coordinator</b>		<b>2</b>	\$66,660.00	\$67,659.90	\$68,674.80	\$69,704.92
<b>Sr. Designer</b>		<b>3</b>	\$67,670.00	\$68,685.05	\$69,715.33	\$70,761.06
<b>Sr. Translator</b>		<b>4</b>	\$68,680.00	\$69,710.20	\$70,755.85	\$71,817.19
		<b>5</b>	\$69,690.00	\$70,735.35	\$71,796.38	\$72,873.33
	<b>4</b>	<b>1</b>	\$70,700.00	\$71,760.50	\$72,836.91	\$73,929.46
<b>Advisor</b>		<b>2</b>	\$71,710.00	\$72,785.65	\$73,877.43	\$74,985.60
<b>Strategist</b>		<b>3</b>	\$72,720.00	\$73,810.80	\$74,917.96	\$76,041.73
		<b>4</b>	\$73,730.00	\$74,835.95	\$75,958.49	\$77,097.87
		<b>5</b>	\$74,740.00	\$75,861.10	\$76,999.02	\$78,154.00
	<b>5</b>	<b>1</b>	\$75,750.00	\$76,886.25	\$78,039.54	\$79,210.14
<b>Biostatistician</b>		<b>2</b>	\$76,760.00	\$77,911.40	\$79,080.07	\$80,266.27
<b>Sr. Advisor</b>		<b>3</b>	\$77,770.00	\$78,936.55	\$80,120.60	\$81,322.41
<b>Sr. Strategist</b>		<b>4</b>	\$78,780.00	\$79,961.70	\$81,161.13	\$82,378.54
<b>Specialist</b>		<b>5</b>	\$79,790.00	\$80,986.85	\$82,201.65	\$83,434.68
	<b>6</b>	<b>1</b>	\$79,790.00	\$80,986.85	\$82,201.65	\$83,434.68
<b>Sr. Specialist</b>		<b>2</b>	\$80,800.00	\$82,012.00	\$83,242.18	\$84,490.81
		<b>3</b>	\$81,810.00	\$83,037.15	\$84,282.71	\$85,546.95
		<b>4</b>	\$82,820.00	\$84,062.30	\$85,323.23	\$86,603.08

		<b>5</b>	\$83,830.00	\$85,087.45	\$86,363.76	\$87,659.22
	<b>7</b>	<b>1</b>	\$84,840.00	\$86,112.60	\$87,404.29	\$88,715.35
<b>Sr. Scholar</b>		<b>2</b>	\$85,850.00	\$87,137.75	\$88,444.82	\$89,771.49
		<b>3</b>	\$86,860.00	\$88,162.90	\$89,485.34	\$90,827.62
		<b>4</b>	\$87,870.00	\$89,188.05	\$90,525.87	\$91,883.76
		<b>5</b>	\$88,880.00	\$90,213.20	\$91,566.40	\$92,939.89

## Part-time

<b>Classifications / Job Titles</b>	<b>Band</b>	<b>Ratification</b>	<b>Sept 1/26</b>	<b>Sept 1/27</b>	<b>Sept 1/28</b>
		6.00%	2.50%	2.50%	2.00%
<b>Research Assistant</b>	<b>8</b>	\$26.50	\$27.16	\$27.84	\$28.40
		3.50%	2.50%	2.50%	2.00%
<b>Work/Study Student</b>	<b>9</b>	\$23.29	\$23.87	\$24.47	\$24.96

Effective

from: December 15, 2025

to: December 31, 2028

ratified: December 15, 2025

UNIT 5

All employees of the Canadian Observatory on Homelessness (COH) in the Province of Ontario, save and except Managers, persons above the rank of Manager, the Administrative Assistant, and Post-Doctoral Fellows.