



# **COLLECTIVE AGREEMENT**

**Between**

**THE SALVATION ARMY  
HONEYCHURCH FAMILY LIFE  
RESOURCE CENTRE**

**And**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS  
LOCAL 5390**

**September 1<sup>st</sup>, 2017 to August 31<sup>st</sup>, 2020**

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## **ARTICLE 1 - PREAMBLE**

1.01 The Salvation Army, which is a worldwide Christian religious movement, has a deep concern for and involvement in providing services for the marginalized and disadvantaged in society. The deeply religious philosophy of The Salvation Army is integral to all facets of the operations of the Shelters which provides ministering to those in need and other persons affected by homelessness or other societal needs through practical assistance and a demonstration of Christian love and concern.

To this end, the parties seek:

to provide a caring, supportive, respectful and safe environment and all Clients will be treated with respect and dignity at The Salvation Army Shelters;

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

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

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

1.02 Throughout the Agreement, it shall be acknowledged by all parties that whenever the feminine or masculine gender is used, it shall be considered to be reference to both genders. Where the singular is used it will also be deemed to mean the plural within the appropriate context.

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

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5390 as the sole and exclusive collective bargaining agent for all employees of The Salvation Army Honeychurch Family Life Resource Centre located in Brampton, save and except Supervisors and persons above the rank of Supervisor.

### **Clarity Note:**

It is agreed that Officers of The Salvation Army are not considered employees for the purposes of the *Labour Relations Act, 1995 as amended by the Labour Relations Amendments Act, 2000.*

2.02 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, if such work would result in the lay-off or the permanent reduction of regular hours of work of bargaining unit employees or to prevent the hiring of bargaining unit employees or to circumvent the posting provisions of the collective agreement.

2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this collective agreement.

a) CUPE Representative

The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. If such representatives want to access the Employer's premises to discharge such duties, they will require the consent of the Executive Director or designate to arrange a time mutually agreeable to the Employer and the Representative(s).

b) Stewards

The Employer recognizes the right of the Union to appoint or otherwise elect up to three (3) employees as Stewards. It is understood that at least one of the three Stewards shall be an employee who regularly works weekends.

2.04 Union Officers, Stewards and committee members shall be entitled to leave their work during working hours, without loss of pay, in order to carry out their functions under this agreement, including, but not limited to the investigations, processing of grievances, attendance at meetings with the Employer and members when requested and participation in negotiations. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

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

## **ARTICLE 2 – DEFINITIONS**

### 2.05 Definitions

- a) Full-time - defined as employees who regularly work twenty-five (25) hours or more hours per week.
- b) Part-time - defined as employees who are regularly scheduled to work twenty-four (24) hours or less per week.
- c) Relief-Worker defined as employees who do not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability, for not more than twenty-four (24) hours per week on average. Work is scheduled as required to replace regular staff on an emergency basis. Relief Workers have the right to decline work.
- d) Relief Workers (Weekend) shall indicate their availability at shift selection by seniority. With a minimum twenty-four hours (24) notice to the Supervisor, Relief Workers may switch shifts with each other and inform the Supervisor by email.
- e) On Call-Relief Workers who turn down or fail to respond to a request for shift coverage on four (4) separate occasions in a three (3) month period, unless absent due to illness or an approved absence, shall be deemed to have abandoned their job and their name will be removed from the seniority list.
- f) Supervisor or Immediate Supervisor, when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit.
- g) Temporary Position - an employee may fill a temporary position created as a result of one of the following conditions:
  - a. Maternity/Parental Leave: The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed twelve (12) continuous months.
  - b. Projects with a definite term or task: The term of the temporary posting for projects with a definite term or task shall not exceed eighteen (18) months.
  - c. Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
  - d. Illness: The term of the temporary posting for leave of absence

shall not exceed twenty-four (24) continuous months.

Such vacancies created as the result of an employee being absent due to one of the foregoing conditions shall be posted and filled in accordance with Article 12. Notations shall be made on the posting that the vacancy is due to one of the conditions.

The Employer agrees to notify the Union thirty (30) calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent. Upon return of the absent employee, an employee filling the position on a temporary basis, or the junior Employee in the event more than one position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their positions without loss of seniority.

In the event that an absent Employee does not return, the temporary vacancy shall be posted and filled in accordance with Article 12.

- h) External Hires to Temporary Positions
- a. Temporary positions filled as a result of vacancies, as set out above, may be awarded to external hires in the event no qualified full-time or part-time employee is awarded the position.
  - b. Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not accumulate seniority.
  - c. The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subjected to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting lay-off, termination, dismissal or reduction of hours.
  - d. External Hires Temporary Employees to Bargaining Unit Positions
- In the event any external hire to a temporary position becomes a bargaining unit employee, the employee will be credited with seniority for their time worked. If such external hire is credited with six (6) months or more seniority, they shall not have to serve a probationary period.

- e. Designates are appointed by the employer as required. Designates may include a member of the bargaining unit with the training, knowledge, skills and experience to provide support to colleagues in the absence of the Supervisor. Designates shall have immediate access to the Supervisor/Employer (cell phone acceptable) who shall be responsible for issues that develop on the shift(s). Designates are compensated in lieu time. Designates working on weekends from Friday 4:00 pm to Monday 8:00 am receive eight (8) hours lieu time. For three or four-day long weekends/holidays designates shall receive (16) hours lieu time. If a designate is required to attend to an issue at the site or involving a client at another location (hospital, police, pharmacy...) they shall be paid their hourly wage for every hour or part thereof while addressing such an issue.

2.06 The Employer shall not contract out work regularly performed by employees in the bargaining unit if it directly results in the lay-off of an employee.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 The Union recognizes the management of The Salvation Army Shelters and the direction of the work force are fixed exclusively in the Employer, except where altered by the funding partners, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency; to establish, alter and enforce reasonable rules and regulations, policies, practices and procedures governing the conduct of the employees.
- b) select, transfer, hire and manage the working force and employees; lay-off, classify, direct, promote, demote, train, discharge, suspend, or otherwise discipline employees for just cause; provided that a claim of discriminatory discipline, suspension, demotion or transfer, or a claim by an employee who has served the probationary period that they have been disciplined, suspended or discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided; to operate and manage the facility in its entirety.
- c) determine, in the interest of the efficient operation and high standard of service, the job content, rating and classifications, work assignments,

methods of doing the work, and the working establishment for the service.

- d) determine the kind, location and number of the Employer's establishments, the extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; the qualifications of employees; the number of employees needed by the organization at any time; the number of hours to be worked; starting and quitting times, methods to be used to ensure security of the property, and generally the right to manage the operation and its business without interference are solely and exclusively the right of the Employer.

3.02 The Employer agrees that in exercising its rights in a fair and equitable manner, as set out in Article 3.01 above, it will not act in a manner that is inconsistent with the terms of this Agreement.

#### **ARTICLE 4 – UNION SECURITY**

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

4.02 All Employees to be Members

All employees of the Employer shall, as a condition of employment, become members of the Union, in accordance with article 2.01.

4.03 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

4.04 The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, casual), and start date of all employees hired into the bargaining unit prior to their first day of employment.

4.05 New Employee Orientation: Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to a Union Representative (as directed by the President).

The Employer agrees to provide a Union Representative with an opportunity to interview new employees for a period of up to thirty (30) minutes, during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meetings will be held at a time mutually agreed upon between the Union Representative and the employee's supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Union Representative or the new employee.

4.06 The parties hereto agree to compulsory check-off of Union dues, a one-time initiation and or readmission fee for all employees who come within the bargaining unit. The amount to be deducted shall be the regular Union dues as established by the Union. The Union will notify the Employer of the amounts to be deducted and any changes thereto in writing, thirty (30) days prior to the effective date.

Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded by electronic file transfer to the Union by the fifteenth (15<sup>th</sup>) of the following month. The Employer shall forward dues deductions and initiation/readmission fees by electronic file transfer to the National Secretary-Treasurer of the Union, along with a list of all employees in the Bargaining Unit with: home address, email address, phone numbers, the wages earned during the month by these members, and differentiate between the dues and fees deducted, with a copy to the Local Secretary-Treasurer. The list will also flag new hires (as fulltime, part-time, Relief, temporary, contract, on (type of) leave of absence); LTD; WSIB and separations (as resignation / retirement / termination / death).

4.07 When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.

4.08 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made in accordance with this Article.

#### 4.09 Stewards

The Employer recognizes the right of the Union to appoint or otherwise elect up to three (3) employees as Stewards.

#### 4.10 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees to afford the opportunity to train existing employees for new jobs and programs before external postings and bids.

#### 4.11 Volunteers

Nothing in the foregoing shall be deemed to prohibit the Employer from using volunteers, provided such volunteers, which includes students, shall not replace/displace any bargaining unit employee.

#### Union Bulletin Board

#### 4.12 The Employer will provide a Union bulletin board at the worksite. The board will be located in the front office where it will be highly visible to employees.

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

#### 4.13 Regular Staff Meetings

During any staff meetings, the Union may be provided an opportunity to make Union announcements.

#### 4.14 Union Meetings

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

### Worksite Access

- 4.15 The representative designated by the Union will contact the employer before accessing the work site to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

## **ARTICLE 5 – NO DISCRIMINATION**

- 5.01 The Employer and the Union are committed to providing a harassment free workplace. Allegations of workplace harassment shall be handled in accordance with The Salvation Army Workplace Harassment, Discrimination and Violence Prevention Policy #7907 (subject to revisions) which allows for access to the applicable Ontario Human Rights Commission. In addition to the provisions of this policy, employees continue to have the right to file a grievance under Article 9. The Employer recognizes that it has a responsibility to ensure that all employees are free from harassment at the workplace (as per the Occupational Health and Safety Act as amended from time to time).
- 5.02 The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this Agreement on the basis of any prohibited ground which is prescribed by the *Ontario Human Rights Code*; that is because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, gender identity, sexual orientation, age, record of offences, marital status, family status or disability.

## **ARTICLE 6 – CORRESPONDENCE**

- 6.01 All correspondence between the parties to this agreement shall pass to and from the Executive Director or designate and the President of the Union or designate, with a copy to the CUPE National Representative unless otherwise provided herein.
- 6.02 The Employer shall provide the Union with a bulletin board at the worksite so that all employees will have access to it and the Union shall have the right to post notices and information for its members. These boards will be located in areas that are highly visible to employees. Such bulletin board will not be used to post personal information or anything of a derogatory nature that specifically refers towards the Employer or its employees. The bulletin boards will be used solely for postings by the Union. The board will have a glass or other locking cover. A key, accessible to the Director, will be kept in a secure location at the site. *As per 4.12*

### 6.03 Copies of Policies

Copies of all policies adopted by the Employer which affect the members of this Union are to: 1) be forwarded to the Union and 2) be made available to all members.

## **ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE**

### 7.01 Establish the Committee

A Labour Management Committee shall be established consisting of the President and one other elected Union representative and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees. Up to two (2) additional resource persons may accompany the representatives of either party on mutual agreement.

### 7.02 Meetings of Committee

The Committee will meet bi-monthly or more frequently if necessary by mutual agreement for a maximum period of two (2) hours or a longer period if mutually agreed upon between the parties. Each party shall notify the other party of the proposed Agenda as far in advance of the meeting as possible, but not later than two (2) business days before the meeting and include the names of attendees.

### 7.03 Chairperson of the Committee

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

### 7.04 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons, once approved. The Union, the CUPE National Representative and the Employer shall each receive two (2) signed copies of the minutes within seven (7) days following the meeting.

### 7.05 Jurisdiction of Committee

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

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

## **ARTICLE 8 – BARGAINING COMMITTEE**

### **8.01 Representatives**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected officer or representative of the Union, appointed by the President, shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### **8.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union, including the President. The Union will advise the Employer of the Union members of the Committee. In addition, the CUPE National representative will be part of the bargaining committee.

### **8.03 Disclosure**

- (a) Upon the request of the Union, the Employer shall make available to the Union any information required by the Union for collective bargaining purposes as soon as possible.
- (b) In January of each year, the Employer will provide to the Union a list of all employees in the bargaining unit, their job titles, addresses and their phone numbers.
- (c) The Employer shall disclose all pertinent information as requested by the Union relating to all matters of bargaining and grievances.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards. A Steward may assist any bargaining unit member who requests assistance, in preparing and presenting any issue to management.

### 9.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize that individual as a Steward.

### 9.03 The Employer agrees that Union Officers including Stewards, committee members and the President shall be entitled to leave their work during working hours without loss of pay, in order to carry out their functions as set out under this Agreement, including but not limited to, the processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld.

### 9.04 Definition of Grievance

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

- 9.05 (a) It is understood that before an individual grievance can be filed on behalf of a member, the matter shall be taken up orally with the immediate Supervisor, within ten (10) working days of the circumstances giving rise to such a grievance has occurred or the employee became aware of such circumstance. It is also understood if any employee desires they may be accompanied by a Union Representative when this matter is discussed.
- (b) The Supervisor or designate will give a response to the complaint within five (5) working days after it has been brought to their attention. It is understood that there is no grievance until the Supervisor has had an opportunity of adjusting/remediating the complaint within the five (5) working days of the complaint being raised.

9.06 If such complaint or question is not settled to the satisfaction of the employee then the following steps of the grievance procedure may be invoked in order. It is understood that a grievance must be lodged within ten (10) working days after the immediate Supervisor's response to the complaint referred to in 9.05(b) which must have been brought to the immediate Supervisor's attention within ten (10) working days of the circumstances giving rise to such a grievance has occurred or the employee became aware of such circumstance.

**STEP 1**

The Union may file a grievance on behalf of an employee to the employee's supervisor within seven (7) working days after receiving the immediate supervisor's decision. The grievance shall be in writing on a grievance form, signed by the employee or a Union representative on behalf of the employee, and shall contain the nature of the grievance, the provision(s) of the Collective Agreement alleged to have been breached and the remedy sought. A meeting will be held within five (5) working days of submission of the grievance between the employee's Supervisor and the Union. The supervisor shall deliver the response to the Union within five (5) working days of the date of the meeting.

**STEP 2**

If a settlement has not been reached under Step No. 1, the Steward or Union Representative may within ten (10) working days of the Supervisor's reply, refer the grievance to the Executive Director or designate. The Executive Director or designate together with the employee, their Supervisor, and the Steward or Union Representative, shall meet within ten (10) working days of referral to the Executive Director. The Director or designate shall give the disposition and explanation thereof in writing to the Steward or Union Representative within ten (10) working days of the date of meeting. A copy of the reply will be provided to the grievor and the Union President.

**STEP 3**

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may within twenty (20) working days of the reply of the Executive Director or designate refer the grievance to Arbitration and/or Mediation in accordance with the provisions contained in Articles 9.13 and 9.18.

9.07 Any of the time allowances provided in this Article, including Articles 9.05, 9.06 and 9.13, may be extended by mutual agreement in writing between the Union and the Employer.

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

9.09 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.

9.10 Group Grievance

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

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

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

9.13 Arbitration Procedure

Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, either party may after exhausting the grievance procedure established by this Agreement within twenty (20) working days following receipt of the response at Step 2 of the grievance procedure notify the other party in writing of its desire to proceed to Arbitration. The parties agree to the use of a sole arbitrator.

#### Sole Arbitrator Selection Process

Upon notification that a matter is to proceed to Arbitration, either party may submit the names of up to three arbitrators to the other for consideration. If none of the arbitrators suggested is acceptable, the recipient of the suggestions can propose the names of up to three other arbitrators for consideration. If the parties are unable after three rounds each of suggested arbitrators, if they still cannot agree on a sole arbitrator, then, within five (5) working days of their final selection impasse, the matter shall be referred, by written notification, to a Board of Arbitration.

9.14 Board of Arbitration

(a) Each party shall supply the name and address of its nominee to the Board of Arbitration within the five (5) working days of receiving or sending the notification.

- (b) Within five (5) working days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration.
- (c) The two (2) nominees shall select a third appointee to act as an impartial chairperson. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (d) If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Office of Arbitration, Ministry of Labour upon request by either party.
- (e) The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- (f) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement.
- (g) Each of the parties will bear the fees and expenses of the nominee appointed by it, and one-half (1/2) the fees and expenses of the Chairperson.

#### 9.15 Grievance Mediation

- a) At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in this Article and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3<sup>rd</sup> party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.
- b) In order to ensure the timely resolution of grievances in accordance with Article 9.15, the Employer and the Union may agree to exchange names of potential mediators within fifteen (15) days after exhausting the grievance procedure established by this Agreement. If there is no response after fifteen (15) days, the referring party will decide on the mediator. The parties shall equally share the fees of the mediator.
- c) The mediation session will be attended by maximum of five (5) representatives from the Union in addition to the grievor(s) and such representation as may be chosen to represent Management. The persons

attending should be familiar with the content of the grievance and have authority to enact a resolution.

- d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. There shall be no use of legal counsel or witnesses for this mediation process.
- e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- f) The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

## **ARTICLE 10 – DISCIPLINE AND DISCHARGE**

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

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

10.02 Any written warning, imposition of discipline, shall be copied to the Union (unless the employee requests in writing that the Union is not to be notified. Such signed waiver of representation shall be provided to the Union).

### **10.03 Discharge and Discipline Procedure**

An employee who has completed the probationary period may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of a Steward or Union Representative. Such employee and the Union shall be notified promptly in writing by the Employer setting out the reason(s) for such discipline or discharge (unless the employee requests in writing that the Union is not to be notified. Such signed

waiver of representation shall be provided to the Union).

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

#### 10.05 Adverse Report

Fifteen (15) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file and shall not be used against them, provided the employee has been discipline free for said period. Failure of the employee to be discipline free for the said period of time will result in the reactivation of the fifteen (15) month time period.

It is understood and agreed that any coaching/supervision that could lead to disciplinary action shall be administered by management staff in private and an employee will have a Union Steward/Representative present.

### **ARTICLE 11 – SENIORITY**

#### 11.01 Seniority Defined

Seniority for full-time and part-time bargaining unit employees is defined as the length of full-time or part-time service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis by classification (full-time, part-time, relief, on-call relief) and calculated in hours.

11.02 The Employer shall maintain seniority lists showing the current classification and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

11.03 An employee will not be placed on the seniority list until having successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and will be credited with seniority equal to the probationary period.

11.04 A newly hired full time employee shall be known as a probationary employee until having completed ninety (90) active days at work and a newly hired part time or relief employee shall be known as a probationary employee until completion of four hundred and forty (440) hours of work. There shall be no obligation on the Employer to retain the services of a probationary employee or to re-employ someone discharged during the probationary period. The termination of a probationary employee shall not be subject to the grievance procedure but will be subject to the Ontario Human Rights Code and any relevant legislation.

11.05 On or before the expiry date of the probationary period, the Employer will confirm to the employee in writing, copied to the Union, the decision to:

- a. confirm the appointment as having completed the probation; or
- b. extend probationary status by no more than thirty (30) days, provided that the reasons for the extension are provided in writing to the employee and the Union; or
- c. terminate the employee.

#### 11.06 Performance Appraisals

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

#### 11.07 Loss of Seniority

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

- a) voluntary resignation;
- b) an employee is discharged for just cause and is not reinstated under the terms of this Agreement;
- c) laid off for a period exceeding six (6) months;
- d) an employee is absent from work for two (2) or more consecutive working days without notifying the Employer, and/or providing the Employer with a satisfactory reason in which case, such employee will be deemed to

have quit the employ of the Employer without notice;

- e) an employee who fails to contact the employer within five (5) working days after being notified of recall by registered mail. Registered mail sent to an employee's most recent address on their employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her current address and telephone number. An extension of the time to report back to work may be requested and will not be unreasonably denied.
- f) an employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension unless a reasonable explanation satisfactory to the Employer is provided.

#### 11.08 Transfer to Management

- (a) No employee shall be transferred to management without their consent. Any employee may transfer to management only once in a twelve (12) month period unless mutually agreed between the employer and the Union and shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit before the end of the trial period, which shall be a maximum of (90) ninety days without loss of seniority. The parties agree that the 90 (ninety) day trial period is applied only to situations related to this article. A vacancy resulting from the transfer may be filled on a temporary basis.
- (b) If an employee is temporarily transferred to a position outside of the bargaining unit, their accumulated seniority in accordance with Article 11 shall be retained should they return to the bargaining unit at a later date. During this period, the employee shall maintain the payment of Union dues based on the earnings of that position.
- (c) Should the transfer of an employee continue for more than ninety (90) days without the agreement of the union, and the employee then wants to return to a bargaining unit position, their seniority shall be from date of re-hire. Returning to the bargaining unit after a transfer agreed to by the Union will result in their seniority being from the date of hire less the time spent outside the bargaining unit.

## **ARTICLE 12 – PROMOTION AND STAFF CHANGES**

12.01 In the event that a new position within the bargaining unit is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy in a permanent position within the bargaining unit is expected to last for more than three (3) months, the Employer will post such positions internally for a period of seven (7) calendar days.

12.02 The posting will stipulate the classification, qualifications, hours of work, salary range and location. A copy shall be provided to the Union.

12.03 No external application for a posting will be considered until all the applications of present Union members have been fully processed and the internal candidates deemed unsatisfactory.

12.04 Applications will be considered upon the following factors:

- a. Qualifications, skill and ability;
- b. Seniority.

Where the qualifications in factor (a) are relatively equal, seniority will govern.

12.05 Notification to Employee and Union

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

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

## **ARTICLE 13 – LAY-OFF AND RECALL**

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

- a. Lay-off shall be made on the basis of seniority providing that the employee retained has the qualifications and can meet the normal requirements of the job with no additional training, other than basic orientation.
- b. Employees on lay-off shall be recalled in the order of seniority provided that the employee can perform the available work with no additional training other than basic orientation.
- c. Management shall provide such written notice of lay-off to the Union and to employees as per Article 13.04 or as required by the Employment Standards Act which ever gives greater notice to the parties. Following such notice, the Employer shall meet with the Union if requested, to advise of the reasons for such lay-off and to discuss means of avoiding the lay-off.
- d. An employee who has been given a notice of lay-off will be given a copy of the positions/classifications that exist at the time the notice is given and may elect to do the following:
  - Accept the lay-off;
  - or displace an employee who has less bargaining unit seniority where the employee on notice has the qualifications and can meet the normal requirements of the job and requires no additional training other than basic orientation.
  - The employee shall indicate to the Director, in writing, which of the aforementioned options is to be exercised within seven (7) calendar days from the date notice of lay-off was received. The employee shall identify the position(s)/classification(s) for which they are qualified and need only basic orientation. The employee with the least seniority in the position(s) /classification (s) will be advised by the employer that they are to be displaced.
  - However, the parties agree that in any lay-off such displacement shall be completed on or before the end of the Employer's notice period, as described in 13.04.

### 13.02 Recall Procedure

Employees shall be recalled in the order of their seniority.

### 13.03 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

13.04 In the event of a proposed lay-off expected to exceed three (3) months, the Employer shall provide thirty (30) calendar days advance notice to the Union. Employees affected by lay-offs of a shorter duration will be given notice as soon as possible. Following such notice, the Employer shall meet with the Union if requested, to advise of the reasons for such lay-off and to discuss means of avoiding the lay-off.

13.05 The Employer agrees to provide to any bargaining unit employee, who is to be laid off, notice of lay-off in accordance with its obligations under *Employment Standards Act, 1995* or article 13.04 which ever gives greater notice to effected employees.

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

### 13.07 Facility Closures

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

## **ARTICLE 14 – HOURS OF WORK**

14.01 The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours worked per day or per week, or of days per week. Management will determine necessary shift coverage.

14.02 (a) The regular work week for full-time employees will be up to forty (40) hours per week including a one-half (1/2) hour paid meal break. Full time staff will normally work Monday to Friday.

(b) The regular work week for Relief Workers (Weekend) will be up to twenty-four (24) hours per week.

- (c) Relief Workers work typically weekends, starting Saturday morning from 12:00 am to Sunday evening 11:59 pm. The weekend may start or end up to twenty-four (24) hours earlier and or later as appropriate with statutory days and holidays. Relief Workers will select their shifts in order of seniority.
- (d) Employees will receive a one-half (1/2) hour paid meal break. Employees will receive two (2) paid rest periods of fifteen (15) minutes each half shift (only one if working 5.5 hours or less).

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

14.04 Should an employee be required to report to work prior to the beginning of their shift or remain after their shift to clean up, make preparations for the next shift or for any other duties as the Employer may require, the employee shall be paid for all such time worked as per article 15.01.

## **ARTICLE 15 – OVERTIME**

15.01 Hours of work authorized by the Supervisor, in excess of the regular work week under Article 14 (Hours of Work) above, shall be compensated for on the following basis:

- Employees who work in excess of their regular work week up to eighty-eight (88) hours in a pay period shall be entitled to pay at straight time for each authorized hour worked.
- Employees who work more than eighty-eight (88) hours in a pay period shall be paid at the rate of time and one half (1 ½) the employee's regular hourly rate of pay for each authorized hour.

### 15.02 Sharing of Overtime

Overtime and call back time shall be offered on the basis of seniority to employees who are willing and qualified to perform the available work. It is understood that available shifts will be offered first on a non-overtime basis.

15.03 Management will not use overtime to avoid recalling a laid off employee.

15.04 Where employees are called back to work by the Director or designate after having completed a regular shift, and prior to the commencement of their next shift, they shall be compensated for a minimum of three (3) hours of work whether or not they complete three hours work at the appropriate rate of pay as indicated in Article 15.01.

## **ARTICLE 16 – SHIFT WORK**

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

At the time of change from Standard to Daylight Saving Time, employees working the night shift shall work 7 hours and be paid for eight hours. When reverting from daylight saving time to standard time, employees will work 9 hours and be paid 9 hours at straight time.

## **ARTICLE 17 – HOLIDAYS**

17.01 Subject to Article 17.04, regular full-time and part-time employees shall receive a recognized holiday off with pay in the amount of their regular straight time earnings, in accordance with the Ontario Employment Standards Act for the following paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, and Boxing Day.

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

It is understood that Relief Workers are required to work on the above-mentioned holidays and shall receive time and one half (1½) pay for all hours worked on that said holiday. Bargaining Unit members who are designates and are called to attend to an issue at the site or involving a client at another location (hospital, police, pharmacy...), shall also be compensated for all hours worked on the above mentioned days at time and one half (1 ½ ) pay.

In addition to the above, all full-time employees will be entitled to take one float day per calendar year. The float day must be requested at least two (2) weeks in advance and is subject to operational needs.

17.02 (a) Working on a Recognized Holiday

Where an employee works on a recognized holiday, such employee shall receive compensation as defined in the *Ontario Employment Standards Act*, Holiday Pay section for a "continuous operation". However, the employee will choose which option will apply.

17.02 (b) Not Working on a Recognized Holiday

Employees whose day off coincides with a statutory holiday, will be granted another day off for the statutory holiday, and will be paid at the regular hourly rate of pay for this day.

17.03 Holiday Pay for Part-time Employees

If a paid holiday falls on a day for which an employee is not regularly scheduled, the employee will receive pay based on the employee's average daily working hours over the previous four (4) week period.

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

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

17.05 When any of the above holidays occur during an employee's vacation within pay period, an extra day's vacation is allowed at a time mutually agreeable between the employee and the Supervisor.

17.06 An employee shall be granted leave for an alternate religious holiday, upon written request to the Executive Director at least six (6) weeks prior to the date of the religious holiday provided they use vacation time.

**ARTICLE 18 – VACATION**

18.01 Vacation with pay, as scheduled by the Employer, shall be granted to employees based on length of full-time continuous service as of December 31 of the previous year.

18.02 Vacation taken in the current year is accrued in the previous year as follows:

- (a) Employees who have completed less than one (1) year full-time employment with the Centre shall be entitled to vacation as provided in the Employment Standards Act;
- (b) Employees who have completed one (1) year continuous service with the Centre shall be entitled to an annual vacation of two (2) weeks vacation with pay based upon 4% of wages earned in the previous 12-month period.
- (c) Employees who have completed more than one (1) year but less than six (6) years of service, shall receive three (3) calendar weeks of paid vacation;
- (d) Employees who have completed seven (7) years of service but less than thirteen (13) years of service, shall receive four (4) calendar weeks of paid vacation;
- (e) Employees who have completed fourteen (14) years but less than nineteen (19) years of service shall receive five (5) calendar weeks of paid vacation;
- (f) Employees who have completed twenty (20) years of service shall receive six (6) calendar weeks of paid vacation.

18.03 Relief and On Call-Relief employees will be paid vacation pay on a bi-weekly basis as follows:

**YEARS OF SERVICE**

<b>One (1) year to less than six years</b>	<b>four (4) %</b>
<b>Seven (7) to thirteen (13) years</b>	<b>six (6) %</b>
<b>Fourteen (14) to nineteen (19)</b>	<b>seven (7) %</b>
<b>Twenty or more years</b>	<b>eight (8) %</b>

18.04 For purposes of vacation pay, wages do not include vacation pay, group RRSP Employer contributions or any other non-cash benefits.

18.05 Part-time employees will earn vacation pay on a pro-rated basis calculated at the appropriate percentage in accordance with the above time entitlements. They will be paid for such on a bi-weekly basis.

- 18.06 Employees who leave the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay that has accrued to them to the date of separation.
- 18.07 Absence from work, except on vacation or on maternity and/or parental leave, in excess of thirty (30) calendar days in the vacation year, shall result in a pro-rated loss of vacation.
- 18.08 The selection of vacation dates will be granted on the basis of seniority and will be scheduled with the employee's agreement. The Employer shall determine the number of employees who will be on vacation at any one time.
- a. Vacation requests must be submitted by the employee to her supervisor by not later than April 1<sup>st</sup> of each year.
  - b. The employee shall receive confirmation of their vacation request by not later than May 1<sup>st</sup> of each year.
  - c. Any vacation requests submitted following the April 1<sup>st</sup> deadline will be approved on a first come, first served basis and seniority shall not be relevant in determining vacation approval.
  - d. Vacation must be taken in days off. Employees are not allowed to carry over unused vacation credits from one calendar year to the next.
- 18.09 Where a pay date falls during a regular full-time employee's vacation of more than two week's duration, and where access to personal funds is prohibitive due to out-of-country travel, the employee's vacation pay shall be released prior to vacation upon approval of the Director or Designate if requested by the employee at least three (3) weeks prior to the vacation.
- 18.10 Vacations may be taken anytime of the year, provided adequate staffing of the facility can be maintained especially during the period of December 10<sup>th</sup> to December 24<sup>th</sup>. Requests for vacation during this time may be considered and will not be unreasonably denied.

It is further understood that employees will use all of their vacation entitlement on or before December 31<sup>st</sup>. Employees wishing to take vacation time in December, or who have outstanding vacation time after September, shall submit their requests in writing to the Employer by October 1 and the Employer shall respond, based on seniority, no later than October 30. Employees may carry over up to one (1) weeks' vacation in the new year which must be taken before March 31<sup>st</sup> of the following year.

## **ARTICLE 19 – SICK LEAVE**

19.01 Sick leave credits are to be used during periods of absence from work with full pay and benefits, related to illness or injury of an employee not covered by the *Workplace Safety and Insurance Act*.

19.02 Full-time employees will accumulate sick leave credits at the rate of one (1) working day per month of employment. Part-time, Relief (weekend) and On-Call Relief employees will accumulate sick leave credits at the rate of one (1) working day for every twenty-two (22) shifts worked. Up to five (5) of the employee's accumulated sick leave days may be used per year to care for dependents.

19.03 Employees may accumulate sick leave credits from year to year up to a maximum of one hundred and twenty (120) days.

19.04 Sick leave credits do not continue to accrue while an employee is on sick leave.

19.05 Probationary employees are entitled to Personal Emergency Leave Days as per the Employment Standards Act as amended from time to time.

19.06 The Employer may require a medical certificate after:

- three (3) or more working days
- two occasions per month for a minimum of two consecutive months
- the day before or after a holiday, the day before or after approved vacation
- The medical certificate shall be signed by a legally qualified medical practitioner verifying their sick leave is in accordance with Article 23.01. The Employer shall pay the full cost of any medical certificate required of an employee. Such certificate will be requested only at the time of book-off or during book-off. Should the Employer have reason to believe that an employee is abusing sick leave, a Medical Certificate maybe requested for less than a three (3) day absence. If the employee does not provide a medical certificate when requested, they may not receive sick pay for time off.

19.07 Sick Leave Records

Employees will have access to their sick leave accrued on their pay stub and on Ultipro.

## **ARTICLE 20 – LEAVES OF ABSENCE**

### **20.01 Leave of Absence for Conferences and Conventions**

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

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

- a) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the term(s) of office.
- b) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without loss of seniority and or benefits for a period of three (3) years. Such leave shall be renewed, on request during the term of office. The employer will continue to pay the employee and shall be reimbursed by the Union.

### **20.03 Leave of Absence for Union Functions**

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

### **20.04 Emergency Leave**

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

### **20.05 Maternity/Parental and Adoption Leave**

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

## 20.06 Bereavement Leave

Bereavement Leave with pay shall be granted upon request for five (5) working days due to the death of a family member. This includes the death of: spouse, mother, father, step-parents, guardian, brother, sister, son and daughter.

Three (3) days paid leave shall be granted for mother-in-law, father-in-law, grandparent, grandchild in order to attend or make arrangements for the funeral.

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

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

## 20.07 Jury Duty and Witness Duty

The Employer shall grant paid leave of absence to an employee who is called as a juror or subpoenaed as a witness (except for Union inter-jurisdictional disputes). The employee will be paid the difference between any jury service fees or witness fees and their regular rate of pay for those hours spent on jury duty or as a subpoenaed crown witness, not exceeding the regular hours the employee normally would work on that day.

## 20.08 Wellness Leave

In addition to sick leave credits, all employees shall be granted six (6) Wellness Days Leave per year. These may be used at the employee's discretion, when an employee feels unable to report to work, but cannot be accumulated.

## 20.09 Education Leave

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

## 20.10 General Leave of Absence

Subject to the efficient operation of the facility, the Employer may grant a leave of absence without pay for legitimate reasons for up to one (1) year, provided that the Employer receives a written request at least six (6) weeks in advance (except in cases of emergency). The granting of such leave shall not be unreasonably denied. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing, copied to the Union.

## 20.11 Return To Work

An Employee who suffers an injury or an occupational disease which is covered under the *Workplace Safety and Insurance Act* and therefore is unable to work, shall have the option of using accumulated sick leave credits while the claim is pending. It is understood that an employee can only use earned credits up to the maximum accumulation, as provided for in Article 20 – Sick Leave.

## **ARTICLE 21 – PAYMENT OF WAGES ALLOWANCES**

21.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions (available on Ulitpro). Such pay shall be by Direct Deposit.

### 21.02 Rate of Pay on Promotion or Reclassification

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

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

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

#### 21.04 Transportation Expenses

- a) Employees will not normally be required to use their personal automobiles in the performance of their duties, however, when they do, they will be reimbursed for mileage at the rate of \$0.46 per kilometre. Thereafter, the rate will be increased in accordance with the Salvation Army policy.
- b) The Employer shall provide employees with public transit tokens/tickets where an employee is required, as a normal part of her duties, to use public transit.
- c) The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred for work related activities.
- d) The Employer accepts full responsibility for ensuring that Agency-owned automobiles meet all Ministry of Transportation and any other legislated requirements. Should an employee be charged with an offence and/or incur any costs as a result of the Employer failing to meet legislated requirements, the Employer agrees to reimburse all costs, including legal costs if required, incurred by the employee.
- e) Employees are personally responsible for the payment of any tickets or fines the employee receives for failure to comply with the Provincial/Municipal legal requirements while driving the Employer's automobiles.

#### 21.05 Training and Professional Development

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

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

Required recertification training for employees will be paid by the Employer. Cost for associated materials will be provided, based on approval by the Employer.

Employees shall be informed in writing of recertification opportunities. Employees who miss their required recertification training shall be responsible for their own recertification at the employees cost. Employees who do not take the required certification shall not be scheduled to work until such recertification is completed.

Casual/ relief employees must work a minimum of ten (10) shifts per year in order to receive certification training. Casual/ relief employees who do not meet this requirement would be required to pay the costs of their recertification training. Training hours shall count as shifts worked.

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

#### 21.06 Meal Allowance

All Employees (full, part time, Relief and On Call) required to work two (2) hours or more continuous with their regular work day shall receive a meal allowance of ten dollars (\$10.00).

Full time Employees required to work on a day that is not a regularly scheduled work day shall receive a meal allowance of ten dollars (\$10.00) where the employee works more than (4) hours.

### **ARTICLE 22 – BENEFITS**

#### 22.01 Group Benefit Plan

After a regular full-time employee has completed their probationary period the Employer agrees to pay the premium costs of the single core employee group in accordance with the terms of the Employer's benefit plan (see Taking Care Benefit Booklet) as it may be amended or supplemented from time to time by the Employer. Employees may opt to pay the premium costs for enhanced benefits as provided under the current group benefit.

#### 22.02 Replace the RRSP plan with the Multi Sector Pension Plan (MSPP)

The parties agree to the MSPP and will sign off on all of the relevant documents. The rates of contribution will be 1% for employees and the Employer contribution rates will be as follows:

(a) MSPP enrolment is mandatory for all full-time and part-time employees who have completed probation.

(b) Documentation to take place when employees are hired.

<u>Completed Years of Service</u>	<u>Employer Contribution</u>
After Probation – up to 2	2.00% of eligible earnings
2-5	3.00% of eligible earnings
6-10	3.50% of eligible earnings
11-15	4.00% of eligible earnings
16 plus	5.00% of eligible earnings

### **ARTICLE 23 – WORKERS’ COMPENSATION**

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

23.02 An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.

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

### **ARTICLE 24 – TECHNOLOGICAL/ORGANIZATIONAL CHANGE**

24.01 The Employer shall provide the Union with at least sixty (60) calendar days written notice of any technological and/or organizational change which may result in the lay-off of bargaining unit employees. Such notice will include information regarding the nature of the change, the dates on which the Employer proposes to effect such change, and the impact of such change on employees. Following such notice, the Employer will meet with the Union to discuss the impact of such changes on employees and to allow the Union the opportunity to respond.

24.02 Where it is necessary to release an employee who has completed their probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months’ notice in advance of the change shall be given to the employee affected and to the Union. For greater certainty, it is understood that such notice shall not operate so as to

extend any other notice to be given under this Agreement, and it may run concurrently with any such other notice. Except in circumstances beyond the control of the Employer, or where the funder provides the Employer with less than three (3) months' notice. In such circumstances, it will be the responsibility of the Employer to demonstrate validity (evidence).

## **ARTICLE 25 – HEALTH AND SAFETY**

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

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

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

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

## **ARTICLE 26 – GENERAL CONDITIONS**

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

When the Employer reviews the video surveillance cameras for the purpose of investigating a complaint, the Employer shall do so with a Steward or Union Officer present. Both parties agree that it is essential to ensure that all

information obtained from reviewing the video surveillance cameras will remain confidential and affected employees will have the opportunity to review the video surveillance cameras with a Steward or Union Officer present, except where prohibited by privacy legislation.

#### 6.02 Training of New Staff

In order to ensure consistency and accuracy of training, new hires shall be provided with training in all the approved policies and procedures by a Supervisor or an employee as assigned.

### **ARTICLE 27 – COPIES OF THE AGREEMENT**

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

### **ARTICLE 28 – NO STRIKES AND LOCKOUTS**

28.01 The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

### **ARTICLE 29 – DURATION**

29.01 This Agreement shall be in effect from September 1<sup>st</sup>, 2017 and shall remain in effect up to and including August 31<sup>st</sup>, 2020, and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days prior to the date of expiry that it desires amendments.

FOR THE EMPLOYER

*At Kane*

*Miller*

~~*Shoemaker*~~

*Joe Miller*

FOR THE UNION

*John*

*John*

## **SCHEDULE "A"**

### **Salary Rates**

Effective April 1, 2018- Corrected per agreement

Relief Front Line Workers:	0-4 years	\$15.00
	5-10 years	\$17.00
	11 + years	\$19.00
Housekeeping:	0-4 years	\$14.21
	5-10 years	\$15.00
	11 + years	\$17.41
Children's Counsellor	0-4 years	JJE
	5-10 years	JJE
	11 + years	\$24.55
Childcare	0-4 years	JJE
	5-10 years	\$16.56
	11+ years	JJE
Child and Youth Worker	0-4 years	\$22.00
	5-10 years	JJE
	11+ years	JJE
Counsellor	0-4 years	\$21.22
	5-10 years	\$23.76
	11+ years	\$26.03
Cook	0-4 years	JJE
	5-10 years	JJE
	11+	\$18.62
Housing Worker	0-4 years	\$19.42
	5-10 years	\$23.07
	11+	JJE
Intake	0-4 years	\$20.80
	5-10 years	\$21.60
	11 + years	\$22.61

Legal Support	0-4 years	JJE
	5-10 years	JJE
	11+ years	\$27.70
Maintenance	0-4 years	JJE
	5-10 years	\$21.04
	11+	JJE
Volunteer Coordinator	0-4 years	JJE
	5-10 years	\$21.61
	11+ years	JJE

6. The parties agree to utilize the Joint Job Evaluation process to determine and set rates not established above.

**Effective September 1, 2018**

Relief Front Line Workers receive a wage adjustment for 2018 on April 1, 2018

All other classifications shall receive 1.25%

**Effective September 1, 2019**

All classifications shall receive 1.25%

## **LETTER OF UNDERSTANDING # 1**

**Between**

**THE SALVATION ARMY HONEYCHURCH FAMILY LIFE CENTRE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

### **The Parties agree to the following new article regarding the Multi-Sector Pension Plan:**

In this Article, the terms used shall have the meanings described:

1.
  - (a) "Plan" means the Multi-Sector Pension Plan
  - (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
    - i. the straight time component of hours worked on a holiday; and
    - ii. holiday pay, for the hours not worked; and
    - iii. vacation pay; and
    - iv. sick pay paid directly to the Employer which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.
    - v. All other payments, premiums, allowances and similar payments are excluded.
  - (c) "Eligible Employee" means all employees in the bargaining unit who are full time and part time and have completed 520 hours of employment with the Employer.
2. Commencing 1<sup>st</sup> September 2018 each Eligible Employee shall contribute for each pay period an amount equal to 1% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to:

After probation – up to 2 years – 2% of Applicable Wages to the Plan  
2-5 years – 3% of Applicable Wages to the Plan  
6-10 years – 3.5% of Applicable Wages to the Plan  
11-15 years – 4% of Applicable Wages to the Plan  
16+ years – 5% of Applicable Wages to the Plan

3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, RSO. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) **To be Provided at Plan Commencement**

date of hire;  
date of birth;  
Social Insurance Number;  
date of first contribution;  
seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);  
gender.

(b) **To be Provided with each Remittance**

name;  
Social Insurance Number;  
monthly remittance;  
pensionable earnings;  
year to date contributions;  
employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

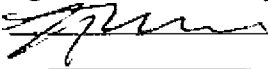
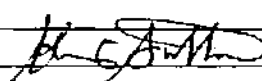
full address;  
termination date where applicable (MM/DD/YY)  
marital status, and any change to marital status;  
date of death (if applicable);

(d) **To be Provided Annually but no later than December 31**

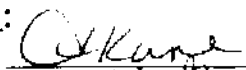
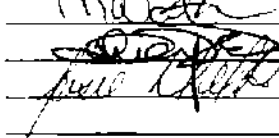
current complete address listing for all Eligible Employees;  
period(s) of absence due to illness or disability, including WSIB  
(while Employee retains seniority);  
period(s) of lay-off, while subject to recall;  
period(s) of absence for pregnancy or parental leave;  
period(s) of strike or lockout;  
other leaves of absence.  
hours worked by employees covered by the collective agreement who are  
not yet eligible employees, in the month and cumulatively since their date  
of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_:

  
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For the Union

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

For Management

## **LETTER OF UNDERSTANDING #2**

**Between**

**THE SALVATION ARMY HONEYCHURCH FAMILY LIFE CENTRE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

The Employer recognizes that employees at the shelter may be at risk of physical, emotional, and/or verbal abuse from clients. Where such potential exists:

- a) Employees shall receive training based on need in recognition and management of such incidents;
- b) Applicable physical and procedural measures to protect employees shall be implemented;
- c) The Union designated Health and Safety Representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in (b) above;
- d) Employees shall be informed concerning the potential for physical violence or verbal abuse by a client;
- e) When necessary immediate critical incident stress debriefing, traumatic counselling from an appropriate resource shall be made available for employees who have suffered as a result of violence. Leave to attend such debriefing counselling sessions shall be without loss of pay.

Definition of Violence:

- f) Results of the assessment shall be provided in writing to the Joint Health and Safety Representative where no committee exists, and Local Union. Results of the assessment shall be used in developing measures and procedures to control identified risks that are likely to expose a worker to physical or psychological injury/trauma. Assessment results shall also consider violence and harassment from all sources.

**LETTER OF UNDERSTANDING – WAGE ADJUSTMENTS**

**Between**

**THE SALVATION ARMY HONEYCHURCH FAMILY LIFE RESOURCE CENTRE**

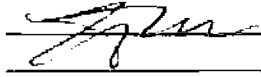

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**

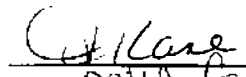

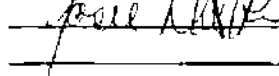
**LOCAL 5390**

The Parties herein agree that if, during the life of this collective agreement, The Salvation Army Honeychurch Family Life Resource Centre is granted or funded additional funds that are not specifically designated for use other than wages, the Employer shall notify the Union. The Parties shall meet within a mutual agreeable time to discuss the application of these funds for the purpose of pay increases to bargaining unit employees. Allocation of monies shall be retroactive to the employees to the day they were made available to The Salvation Army Honeychurch Family Life Resource Centre.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

  
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For the Union

  
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\_\_\_\_\_

For Management

## **LETTER OF UNDERSTANDING**

**Between**

**THE SALVATION ARMY HONEYCHURCH FAMILY LIFE CENTRE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 5390**

**RE: Seniority Defined**

### **11.01**

Seniority for full-time and part-time bargaining unit employees is defined as the length of full-time or part-time service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis by classification (full-time, part-time, relief, on call relief) and calculated in hours.

Whereas seniority is traditionally calculated as from the date of hire, the parties agree to develop and follow a process of calculating seniority based on hours worked to reward workers who are active and permit such workers the opportunity to select shifts earlier than a day/month/year static seniority would allow.

And whereas for the purposes of statutory rights under the Employment Standards Act and to permit the transition to the hours worked seniority system, the date of hire seniority will be maintained on file.

Therefore, beginning with the date of ratification of this agreement, all Relief Staff will be allowed shift selection according to their seniority date based on date of hire. The process to be continuous, beginning with the most senior worker who gets to select up to twenty-four hours per week from the available work and going down the seniority list till all available hours of work have been assigned.

The next round of scheduling will begin with the next worker after last person who had the opportunity to be scheduled and proceed through the seniority list to the worker with the lowest seniority within the period being scheduled. On-Call Relief will be called before beginning again with the most senior worker at the top of the list, in the period

being scheduled.

This process will be in effect till 31<sup>st</sup> December 2018. Workers will then be reassigned seniority for shift selection based on hours worked between the date of ratification and 31<sup>st</sup> December 2018.

### **PURPOSE**

The purpose of this new system is to reward workers who are committed to being at work and allowing such workers the opportunity to better shift selection.

### **NO DISCRIMINATION**

The parties recognize that due to reasons protected by the Human Rights Code of Ontario, some members may be off work for a prolonged period and as such should not face any adverse effects. There will therefore be no loss of seniority in such circumstances. Workers will be returned to the roster at the same number of hours of work seniority as when they left.

For those workers who are unable to complete the startup period from Ratification to 31<sup>st</sup> December 2018, to establish a baseline hours of work seniority, their hours worked in the similar time frame for the previous year would be used.

### **NO SPECIAL BENEFIT**

The parties also agree that whereas Relief and On-Call Relief workers may secure a contract or acting assignment with the employer that increases their hours of work to be more than twenty-four hours a week, such additional hours shall not be applied to elevate the seniority of such worker(s). Relief and On-Call Relief workers who secure a contract or acting assignment outside the casual classification that results in more than twenty-four hours a week of work will, upon completion of the contract or assignment, be returned to the casual roster having been credited with no more than twenty-four hours seniority per week for the duration of the contract or acting assignment.

### **ON-GOING ADJUSTMENTS**

The parties recognize that there may be circumstance yet unrecognized that could affect the efficacy of this process and mutually agree to caucus and problem solve and establish a resolution as soon as possible (within forty-eight (48) hours whenever necessary.

DATED at Brampton, Ontario this \_\_\_ day of \_\_\_\_\_ 20\_\_.

FOR THE EMPLOYER  
THE SALVATION ARMY

*C. Kane*  
\_\_\_\_\_  
*M. [unclear]*  
\_\_\_\_\_  
~~*[Signature]*~~  
*Jane [unclear]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION  
CUPE LOCAL

*[Signature]*  
\_\_\_\_\_  
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\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

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