

COLLECTIVE AGREEMENT

- between -

THE SALVATION ARMY HARBOUR LIGHT
MINISTRIES
(Hereinafter referred to as the “EMPLOYER”)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT’S LOCAL 3798.08
(Hereinafter referred to as the “UNION”)

Expiry Date:
March 31, 2024

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ARTICLE 1 - PREAMBLE

The Salvation Army, which is a worldwide Christian religious movement, has a deep concern for and involvement in providing services for the disadvantaged in society. This is further supported through the Agency's mission statement, which provides for 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.

1.01 It is the purpose of both parties to this Agreement:

- a) To build and maintain harmonious relations between the Employer and its employees;
- b) To aim toward a peaceful and amicable settlement of any differences that may arise between them;
- c) To promote the morale, well being and economic security of all members of the bargaining unit all as set forth in this Collective Agreement; and
- d) To seek to provide a caring, supportive, respectful and safe environment in The Salvation Army Harbour Light Ministries.

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 Union as the sole and exclusive collective bargaining agent for all employees known as Residential Care Workers of The Salvation Army Harbour Light Ministries in the City of Toronto; save and except Executive Director, Executive Secretary, Supervisors, employees above the rank of Supervisor and office and clerical workers.

Clarity Note: It is agreed that Officers of The Salvation Army are not considered employees for the purposes of the Labour Relations Act, 1995.

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 layoff or the permanent reduction of regular hours of work of bargaining unit employees.

- 2.03**
- a) Regular Full-time – defined as employees who regularly work more than twenty-four (24) hours per week.
 - b) Regular Part-time - defined as employees who regularly work twenty-four (24) hours or less per week.
 - c) i) Relief - 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. Work is scheduled as required to replace regular staff on an emergency basis, including sickness, vacation and other unanticipated absences. Relief employees have the right to decline work.

- ii) Relief staff will be required to submit their availability in writing to the Employer upon hire and on a monthly basis thereafter. In submitting their availability, employees shall declare their availability in terms of days of week, hours of the day for which they are available.
 - iii) It is understood that part-time employees may volunteer for relief shifts but in those cases, must report their availability to the Employer on a monthly basis. Part-time employees will receive four percent (4%) in lieu of vacation for all relief hours worked.
 - iv) Relief and part-time staff will be called in based on seniority and availability. The first employee to accept will be given the shift.
 - v) Articles 14 (Promotion and Staff Changes, unless no other regular employee is successful as outlined in 14.04 and the relief employee has the necessary qualifications as outlined in 14.04), 16 (Layoff and Recall), 19 (Leaves of Absence) with the exception of 19.01, 21 (Benefits), 22 (Paid Holidays), 23 (Vacations) and 24 (Sick Leave) do not apply to relief employees.
- d) Should a relief employee decline all shifts offered over a three (3) month period, they shall be removed from the list.

2.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s), which may conflict with the terms of this Collective Agreement.

2.05 The Union will supply the Employer with the names of its Officers. The Employer shall not be required to recognize any Officers (which include Union Stewards) unless written notification has been provided to the Employer. Likewise the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.

2.06 Union 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 as set out under this Collective Agreement and in accordance with the following. Permission to leave work during working hours for such purposes shall first be obtained from their Supervisor, which shall not be unreasonably withheld. The privilege of such members to leave their work shall be granted on the following conditions:

- a) Time shall be devoted to the prompt handling of business between the employees and the Union and Employer.
- b) Time away from work shall be reported in accordance with the time-keeping methods of the Employer.
- c) The Employer reserves the right to limit such time and such time shall not be unreasonably limited.

2.07 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing with the Employer.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** 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, sexual orientation, age, record of offences, marital status, family status or handicap.
- 3.02** 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.

ARTICLE 4 - UNION SECURITY

- 4.01** The parties hereto agree to compulsory check-off of Union dues 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.
- 4.02** Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month. The Employer shall electronically deposit dues deductions to the National Secretary-Treasurer of the Union, followed by an email with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.
- 4.03** 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.
- 4.04** 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.
- 4.05**
- a) The Employer agrees to advise new employees that they will be subject to a Collective Agreement and pay Union dues.
 - b) The Employer agrees to provide a Union Steward with an opportunity to interview new employees for a period of up to ten (10) 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 and location mutually agreed upon between the Steward and the employee's Supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.
- 4.06** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the Unit Chairperson of the Local Union.
- 4.07** The Employer shall provide the Union with a bulletin board in the Centre so that all employees will have access to it. The Union shall have the right to post notices of Union meetings or functions. All other notices the Union wishes to post are subject to prior

approval from the Executive Director (or designate), which approval shall not be unreasonably withheld.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 Labour-Management Committee

A Labour-Management Committee will be established consisting of two (2) Union representatives, one from each Centre, and two (2) Employer representatives. The Chairperson at the first meeting shall be the Employer and thereafter shall alternate between the Union and the Employer. The Chairperson shall appoint a secretary who shall keep the minutes of the meeting, which minutes shall be subject to the approval of both parties. 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. The Committee will provide a forum for ongoing communication and the joint consideration of issues relating to the workplace, which affect bargaining unit employees, excluding grievances or matters pertaining to negotiations. All such meetings will be held during working hours. Time spent at such meetings will be paid time.

5.02 Stewards

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

5.03 Bargaining Committee

A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members. It is recognized for the purpose of negotiations for the renewal of the Collective Agreement that the employees who are members of the Union Bargaining Committee shall not suffer loss of regular pay for hours spent in negotiations with the Employer up to but not including conciliation, providing they are scheduled to work during those hours.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes the management of The Salvation Army Harbour Light Ministries and the direction of the workforce are fixed exclusively in the Employer, except where altered by the funding ministries, 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 and practices governing the conduct of the employees;
- b) Select, transfer, hire and control the working force and employees; retire, layoff, 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 her/his probationary period that she/he has 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.

6.02 The Employer agrees that in exercising its rights, as set out in Article 6.01 above it will not act in a manner that is inconsistent with the terms of this Agreement.

6.03 The Employer will post new or revised policies normally two (2) weeks in advance of the policy coming into effect, with a copy sent to the Union. Employees who have been absent during the policy posting shall receive verbal direction from a Supervisor or their designate regarding policy changes, so as not to attract unnecessary discipline due to unintentional policy infractions.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

All grievances shall proceed according to the following steps. At each step of the grievance procedure, the employee shall have the right to be present.

7.02 Complaint Stage

If an employee has a complaint, it shall be discussed with their Supervisor within five (5) working days after the circumstances giving rise to the complaint or ought to have reasonably come to the attention of the employee. An employee presenting a complaint to the supervisor may be accompanied by a steward.

Attempts at such informal settlement of complaints shall not exceed five (5) working days. In the event the complaint is not resolved, the steps of the Grievance Procedure may be invoked.

7.03 Step 2

Failing settlement at Step 1, the Union may refer the grievance to the Executive Director (or designate) within five (5) working days of receiving the response at Step 1. A meeting will be held within five (5) working days of submission of the grievance between the Executive Director (or designate) and the Union. The Executive Director (or designate) shall deliver the response in writing to the Union within five (5) working days of the date of the meeting.

7.04 Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may decide to refer the dispute to arbitration not later than fifteen (15) working days after the decision at Step 2 has been received.

7.05 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 by having all employees sign a written grievance at Step 1. Such a grievance shall then be processed within the framework of the grievance procedure.

7.06 Policy Grievance

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within five (5) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party. It is understood that such a grievance shall not deal with matters, which are properly the subject of an individual grievance.

7.07 The time limits fixed in the grievance and arbitration procedure may be extended by consent of both parties and such time limits are mandatory. Any grievance or referral to Arbitration not in compliance with the mandatory time limits will be deemed to be abandoned.

7.08 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 8 - ARBITRATION PROCEDURE

8.01 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 fifteen (15) 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. Such written notification shall include a name of the Arbitrator proposed by the party to hear the matter. Where the parties have agreed to proceed with a Board of Arbitration, such notification shall include the name and address of its nominee to the Board of Arbitration.

8.02

- a) Where the parties have agreed to a Board of Arbitration, then, within ten (10) 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.
- b) The two (2) nominees shall select a third appointee to act as an impartial chairperson.
- c) 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.

8.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 8.04** The decision of the sole Arbitrator (or Board of Arbitration or the majority thereof) shall be final and binding on both sides.
- 8.05** The Arbitrator or Board of Arbitration as the case may be shall not have the power to alter or change any of the provisions of this Agreement.
- 8.06** 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.

ARTICLE 9 - NO STRIKES/NO LOCKOUTS

- 9.01** The parties agree that there will be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 10.01** Where a meeting is held for the purpose of giving an employee a written warning, including suspension or discharge, an employee shall have the right, if she/he so requests, to the presence of a Union Steward. The Employer shall advise the employee of this right in advance of the meeting. This provision does not apply where immediate disciplinary action is required to be taken by the Employer.
- 10.02** An employee shall be given the reason, in writing, copied to the Union (unless the employee requests that the Union is not notified), for the imposition of any discipline, including suspension or discharge, at a meeting convened for such purpose.
- 10.03** In the event that an employee who has completed her/his probationary period is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance.
- 10.04** Grievances involving suspension or discharge shall proceed directly to Step 2 of the Grievance Procedure and must be presented within seven (7) working days after the notice of suspension or discharge was given.

ARTICLE 11 - PERSONNEL FILES

- 11.01** Upon written request, an employee may have access to and be allowed to review her/his personnel file at a time mutually agreeable to the employee and the person responsible for the safekeeping of the file (or her/his designate). Upon request, an employee shall be provided with a copy of any material contained in her/his personnel file in presence of executive director or designate.
- 11.02** Eighteen (18) 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 her/him, provided the employee has been discipline free for said period.
- 11.03** 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.

ARTICLE 12 - SENIORITY

- 12.01** Seniority shall be defined as an employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification or recognition of the Union. Part-time and relief staff will accumulate seniority on the basis of one (1) year's seniority for each one thousand six hundred forty-eight (1648) hours worked in the bargaining unit as of the last date of hire.
- 12.02** Seniority will operate on a bargaining unit wide basis.
- 12.03** The Employer will post seniority lists showing each regular full-time employee's current classification and the date when each employee's employment commenced, and each part-time and relief employee's classification and the number of years and hours of seniority based on 12.01 above. Where two (2) or more employees commence work on the same day, seniority shall be determined alphabetically.
- 12.04** Up-to-date seniority lists shall be sent to the Union and posted on all Union bulletin boards in January and July of each year.
- 12.05** An employee will not be placed on the seniority list until she/he has 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 she/he will be credited with seniority equal to the probationary period.
- 12.06**
- a) Where a full-time employee transfers to a part-time bargaining unit position, seniority shall be converted on the basis of one (1) calendar year of service equals one thousand six hundred forty-eight (1648) hours worked.
 - b) Where a part-time employee transfers into a full-time bargaining unit position, seniority shall be converted on the basis of one thousand six hundred forty-eight (1648) hours worked equals one (1) calendar year of service.

ARTICLE 13 - LOSS OF SENIORITY

13.01 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) An employee is laid off for a period exceeding twelve (12) months;
- d) An employee is absent from work for two (2) or more working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation satisfactory to the Employer is provided;
- e) An employee fails to return to work within ten (10) working days after being notified of recall by registered mail (unless the Employer has been notified that the employee is ill and will not be able to return within ten (10) working days). Registered mail sent to an employee's most recent address on her/his 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/his current address and telephone number;
- f) An employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless the employee provides a reason satisfactory to the Employer.

13.02 The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such employee shall have the right to return to her/his position in the bargaining unit within sixty (60) days. Seniority will be reinstated upon return to bargaining unit employment, provided there has been no break in service with the Employer.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy in a permanent bargaining unit position is expected to last for more than five (5) months, the Employer will post such positions internally for a period of seven (7) calendar days.

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

14.03 No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

14.04 Applications will be considered upon the following factors:

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

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

14.05 The successful applicant shall be advised, in writing, of her/his appointment, with a copy to the Union.

14.06 Only the original vacancy and two (2) resulting temporary or permanent vacancies shall be posted. Any other vacancies, which occur as a result of having filled the original vacancy, shall be filled at the Employer's discretion.

14.07 Trial Period

The successful applicant for a job posting will be placed on a trial period four hundred and eighty (480) hours worked for part-time employees and sixty (60) days worked for full-time employees. The applicant will become permanent in the position after the trial period unless she/he requests to return to her/his former position, or the Employer determines she/he is not suitable for the position, subject to the employee's right to grieve. In such instances, the employee shall be returned to her/his former position and wages without loss of seniority. Any other employee promoted or transferred as a result will also be returned to her/his former position and wages without loss of seniority. The position may be awarded to the next successful applicant, if any, without the further need for posting.

ARTICLE 15 - PROBATION

15.01 A newly hired employee shall be known as a probationary employee until she/he has worked four hundred and eighty (480) hours.

- a) There shall be no obligation on the Employer, to retain the services of a probationary employee or to re-employ her/him if she/he is discharged during the probationary period.
- b) A probationary employee shall have no right to lodge a grievance with respect to her/his discharge. The discharge of a probationary employee may be for cause or no cause and entirely within the discretion of the Employer but must not be done in bad faith.

15.02 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 two hundred and forty (240) hours worked, provided that the reasons for the extension are provided in writing to the employee and the Union; or
- c) Terminate the employee.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01** In the event of a proposed layoff, the Employer shall provide at least thirty (30) calendar days advance notice to the Union, where it is reasonably able to do so. Following such notice, the Employer shall meet with the Union if requested, to advise of the reasons for such layoff and to discuss means of avoiding the layoff.
- 16.02** The Employer agrees to provide to any bargaining unit employee who is to be laid off notice of layoff in accordance with its obligations under the Ontario Employment Standards Act. The Employer will endeavour in all circumstances of layoff to provide additional written notice where possible.
- 16.03** An employee in receipt of a layoff notice may bump an employee with less seniority provided the employee exercising such right has the qualifications as set out in Article 13.04. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.02.
- 16.04** Employees shall continue to accumulate seniority while on layoff, subject to Article 13.01 c).
- 16.05** Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days, provided the employee being recalled has the qualifications as set out in Article 14.04. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 16.06** In the event of a vacancy or vacancies, employees will be recalled, in order of seniority, provided she/he has the qualifications as set out in Article 14.04. The posting procedure shall not apply until the recall procedure is completed.
- 16.07** Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

ARTICLE 17 - HOURS OF WORK

- 17.01** The regular work week for full-time employees will be up to forty (40) hours, including paid meal breaks. A regularly scheduled shift will not be spread over a period longer than twelve (12) hours unless by mutual agreement of the parties.
- 17.02** Work schedules will be posted at least one month in advance. Employees may exchange shifts with other employees in the same classification provided they have received the consent of their Supervisor. Such request will be in writing. Such consent will not be unreasonably withheld. It is understood however that the Employer will not incur any penalty or premium resulting from such exchange of shifts.

- 17.03** An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and a minimum thirty (30) minute unpaid meal period in a shift. However, when an employee is required by Management to remain on the premises during their meal period, they will be paid at their regular hourly rate of pay for that period.
- 17.04** Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.

ARTICLE 18 - OVERTIME AND PREMIUM PAYMENT

- 18.01** Authorized hours of work in excess of the regular workweek under Article 17 (Hours of Work) above shall be compensated for on the following basis:
- a) Employees who work in excess of their regular workweek and up to forty-four (44) hours in a week shall be entitled to pay or compensatory time off at straight time for each authorized hour worked. An employee may store up to twenty-four (24) hours of lieu time to be taken at a time mutually agreed to.
 - b) Employees who work more than forty-four (44) hours in a week shall be paid at the rate of time and one half (1½) the employee's regular hourly rate of pay for each authorized hour.

18.02 Call Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next shift, they shall receive a minimum of three (3) hours of work or three (3) hours pay at their regular hourly rate.

18.03 Shift and Weekend Premium

Effective the date of ratification, employees shall be paid a shift premium of forty cents (.40¢) per hour for all hours worked where the majority of their scheduled hours fall between midnight (12:00 am) to 8:00 am. Also effective the date of ratification, twenty-five cents (.25¢) per hour will be paid as weekend premium for all hours worked between 4:00 pm to midnight (12:00 am).

ARTICLE 19 - LEAVES OF ABSENCE

19.01 General Leave of Absence

Subject to the efficient operation of the Agency, the Employer may grant a leave of absence without pay for legitimate reasons for up to six (6) months, 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.

Seniority will be retained but not accumulated during such leave and the Employer shall not be required to pay benefit costs during the leave nor will the employee be eligible to accumulate sick leave credits during such leave.

Subject to any restrictions by the carrier, if an employee wishes to have their benefits continued during this leave, the employee will pay the full costs of such benefits.

The employer agrees to post the compassionate leave and emergency leave provisions of the Employment Standards Act on the union's bulletin board.

19.02 Paid Leave of Absence

It is understood that employees who are on approved leaves of absence with pay shall retain and accumulate seniority and shall be eligible for benefits as provided in this Agreement.

19.03 Union Leave of Absence

Provided the following leaves do not unduly interfere with the operations of the Agency, leaves of absence for union business (eg. conventions, conferences and training) shall be granted without pay for up to an aggregate maximum for all employees of fifteen (15) days during each calendar year of this Agreement. The granting of such leave will not be unreasonably denied and will be subject to the following conditions:

- a) Not more than one (1) employee at one time will be absent at any time;
- b) A written request from the Union must be made to the Employer normally at least six (6) weeks prior to the date of the Union's function;
- c) The employee's wages and benefits will be continued by the Employer, and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.
- d) An additional fifteen (15) days may be granted in accordance with the above conditions to an employee who is elected President of Local 3798.

19.04 Pregnancy and Parental Leave

The Employer agrees to comply with all of the provisions relating to pregnancy and parental leave as set out in the Employment Standards Act.

19.05 Bereavement Leave

- a) Bereavement leave with pay shall be granted for up to five (5) working days due to death of a spouse, parent or child. Such leave may commence with the day of the death and must be completed within seven (7) consecutive calendar days of the death.
- b) Bereavement leave with pay shall be granted for up to three (3) working days due to the death of a sibling, grandparent or grandchild. Such leave may commence with the day of the death and must be taken within seven (7) consecutive calendar days of the death.
- c) Up to three (3) days paid leave shall be granted for mother-in-law, father-in-law or guardian, in order to attend or make arrangements for the funeral
- d) One (1) day paid leave shall be granted for aunt, uncle, brother or sister-in-law, in order to attend or make arrangements for the funeral
- e) Additional leave without pay of up to two (2) working days may be granted where out of town travel is required in excess of five hundred (500) kilometres or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- f) During bereavement leave, seniority and service credits for all purposes continue to accrue.

19.06 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.
- b) Upon return from an education leave, the employee shall be reinstated in her/his former position or to a comparable position if her/his former position no longer exists.

19.07 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 crown witness. The employee will be paid the difference between any jury service fees or crown 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.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 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 her/his wages and deductions. Such pay shall be by direct deposit.

- 20.02**
- a) Subject to Article 14, when an employee temporarily performs the principal duties of a higher paying position inside the bargaining unit for a period of one (1) shift or more, she/he shall receive the rate for the job. Subject to Article 14, in the case of an employee being temporarily assigned to a lower paying position by the Employer, her/his rate shall not be reduced.
 - b) Subject to Article 13.02, when an employee agrees to temporarily perform the principal duties of a position outside the bargaining unit for a period of one (1) shift or more, she/he shall receive a premium of ten dollars (\$10.00) for each full shift worked.

20.03 Transportation Expenses

- a) Employees will not be required to use their personal automobiles in the performance of their duties.
- b) The Employer shall provide employees with public transit tokens/tickets where an employee is required, as a normal part of her/his duties, to use public transit.
- c) The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred through the required use of an Agency-owned automobile for work related activities.

20.04 Training and Professional Development

Where the Employer requires an employee to attend training courses, 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.

ARTICLE 21 - BENEFITS

- 21.01** a) 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 benefit plan currently in effect. Employees may opt to pay the premium costs for enhanced benefits as provided under the current group benefit plan.

The Core Plan coverage includes:

Basic Accidental Death & Dismemberment (Employee Only)

Basic Life Insurance – one times (1x) annual earnings (Employee Only)

Core Dental at ODA Fee Schedule 2021

Core Health

Vision –two hundred dollars (\$200.00) every twenty-four (24) months

- b) After a regular full time employee has completed their probationary period, the Employer agrees to pay seventy-five per cent (75%) of the premium costs of the Core Plan for family and couple coverage. This includes the Core Plan coverage as set forth in (a) above.
- c) Until an employee reaches the age of sixty-five (65), employee paid (at one hundred percent [100%]) LTD is mandatory for all employees who regularly work thirty (30) hours or more a week.
- d) It is understood and agreed that employees taking leave per Article 19.01 and wish to have benefits continued during the leave, such employee will pay the full cost of benefits.

- 21.02** It is understood and agreed that the Employer may change insurers during the term of this Agreement, provided that the Union is informed as far as possible in advance and that the coverage is at least equivalent to the current coverage.

21.03 Registered Retirement Savings Plan (RRSP)

The Employer will make the following RRSP contributions for all permanent full time and part time employees after completion of two (2) years of service:

Two (2) to five (5) years of service	4% of earnings
Six (6) to ten (10) years	5% of earnings
Eleven (11) plus	6% of earnings

- 21.04** 1) Notwithstanding anything in the preceding articles, upon reaching the age of sixty-five (65) up to and including the age of sixty-nine (69), an employee will be entitled to:
- a) Basic accidental death and dismemberment (employee only)

- b) Basic life insurance – one time (1x) annual earnings (employee only)
 - c) Core dental, vision and health – as set out in the current group benefit plan
- 2) In lieu of RRSP contributions as set out in Article 21.03, the Employer will pay directly to the employee the relevant percentage of earnings as set out in Article 21.03 and shall no longer make RRSP contributions on behalf of that employee after the timeframe permitted by law.

ARTICLE 22 - PAID HOLIDAYS

- 22.01** Subject to Article 22.06, regular full-time and part-time employees shall receive the following paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, Boxing Day and Family Day.
- 22.02** Where an employee is not regularly scheduled to work on a paid holiday, she/he shall receive holiday pay in accordance with Article 22.06 b).
- 22.03** When an employee works on a paid holiday, the employee shall be paid at the rate of time and one half (1½) for all hours worked. In addition, if qualified the employee will receive the equivalent worked time off on a date mutually agreed to between the employee and their Supervisor, but within sixty (60) days of the statutory holiday in which the lieu time was earned. Failure to agree will result in a payout of the holiday pay.
- 22.04** Each full-time and part-time employee who has completed one (1) year of service shall be granted one (1) day off each calendar year to be termed floating holiday. Payment will be calculated based on the Employment Standards Act formula, as amended from time to time. Such floating holiday shall be taken on a date mutually agreed in advance between the employee and their Supervisor. Employee requests will not be unreasonably denied. Should any level of government proclaim a further statutory holiday, such holiday will replace the one (1) float day.
- 22.05** An employee shall be granted leave for an alternate religious holiday, upon written request to their Supervisor normally at least six (6) weeks prior to the date of the religious holiday, provided they use lieu time, overtime or vacation time.
- 22.06** In order to be entitled to payment for a holiday, an employee must have:
- a) Worked her/his scheduled working day immediately preceding and the full scheduled working day immediately following the holiday, unless such absence is authorized by the Employer or an employee is absent due to illness on one or both of the qualifying days in accordance with Article 24 - Sick Leave.
 - b) Holiday pay is calculated based upon the total amount of regular wages and vacation pay payable to the employee in the four (4) weeks before the work week in which the holiday occurred, divided by twenty (20).
- 22.07** All payments made under this Article will be paid in accordance with the formula set out in the Employment Standards Act [i.e. Part X, Public Holidays, Public holiday pay, section 24.(1) a] as amended from time to time.

ARTICLE 23 - VACATIONS

23.01 Permanent full-time employees will be entitled to vacations with pay, with it being understood that for purposes of calculating vacation pay, payment of vacation will be based on the employee's regular wages (as per the Employment Standards Act) and listed in the following schedule:

- i) For less than one (1) year of service, pro-rated vacation of four percent (4%) **of** regular wages;
- ii) Less than two (2) years service, two (2) calendar weeks vacation, four percent (4%) of regular wages;
- iii) Employees who have completed two (2) years but less than six (6) years of service, three (3) calendar weeks vacation six percent (6%) of regular wages;
- iv) Employees who have completed six (6) years but less than thirteen (13) years of service, four (4) calendar weeks vacation eight percent (8%) of regular wages;
- v) Employees who have completed thirteen (13) years of service, five (5) calendar weeks vacation ten percent (10%) of regular wages.

Permanent part-time employees will accrue vacation on a pro-rata basis to be calculated on the basis of one thousand six hundred forty-eight (1648) hours worked equals one year of service.

23.02 Relief employees will be paid four percent (4%) vacation pay on a bi-weekly basis.

23.03 Requests for vacation will be made in writing to the employee's Supervisor normally at least six (6) weeks prior to the desired vacation period. Requests for summer vacations must be submitted by all staff by March 31st of any given year. Any request for summer vacation submitted after such date will not be unreasonably withheld and subject to sufficient coverage. Selection of vacation periods shall be on the basis of an employee's seniority. Vacation request will not be granted for the period of December 15th-31st.

23.04 Employees may take their vacation in a consecutive and unbroken manner.

23.05 An employee whose employment terminates at any time in the vacation year prior to using her/his earned vacation will be entitled to a proportionate payment of her/his vacation entitlement that was earned prior to the date of termination.

23.06 Where an employee becomes hospitalized and the period of hospitalization continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled upon the return of the employee from sick leave.

ARTICLE 24 - SICK LEAVE

- 24.01** a) 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.
- b) Where an employee has been receiving sick leave credits pending receipt of benefits under the Workplace Safety and Insurance Act, the employee will be required to repay the employer for all sick leave that has been paid prior to the approval by the Workplace Safety and Insurance Board. Such repayment will be made as soon as possible upon receipt of WSIB.
- c) Where repayment is not made immediately, the employee shall meet with the employer to provide input regarding an appropriate schedule for recovery. Where there is no agreement, the Employer reserves the right to deduct the overpayment from any monies owing to the employee including lieu time, vacation etc. The employee may, if he/she chooses to be accompanied by his/her union steward.
- 24.02** Full-time employees and part-time employees will accumulate sick leave credits at the rate of one (1) hour credit for each twenty (20) hours of work. Sick time may be taken in half or full days only.
- 24.03** Employees may accumulate sick leave credits from year to year up to a maximum of six hundred and eighty (680) hours. Each employee can request an annual statement of cumulative sick leave credits.
- 24.04** a) An employee who has medical, dental and/or therapy appointments which could not be scheduled during non-working hours shall be entitled to use up to sixteen (16) hours of accumulated leave per calendar year for this purpose and the time used will be deducted from the employee's sick leave bank.
- b) Medical and dental appointments should be scheduled to occur on the employee's time as much as possible. When this is not possible, advance notice of at least twenty-four (24) hours must be provided to the Employer, except in cases of emergencies. If not an emergency then five (5) working days notice must be given.
- 24.05** The Employer may require, after two (2) or more working days, or after two occasions per month for a minimum of two consecutive months, a medical certificate signed by a legally qualified medical practitioner verifying their sick leave is in accordance with Article 24.01. The Employer shall pay the full cost of any medical certificate required of an employee. Should the Employer have reason to believe than an employee is abusing sick leave, a medical certificate may be requested for less than two (2) days absence.

ARTICLE 25 - WORKERS' COMPENSATION

- 25.01** All employees shall be covered by the Workplace Safety and Insurance Act.
- 25.02** 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.
- 25.03** 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 26 - JOB CLASSIFICATIONS

- 26.01** When the job content of an existing classification is changed, the Union shall be provided with a copy of the job description and the proposed rate of pay. In the event that the Union disagrees with the proposed rate of pay, the Union may refer the dispute to arbitration within one (1) month of the date the notice was received.

ARTICLE 27 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

- 27.01** The Employer shall provide the Union with at least thirty (30) calendar day's written notice of any technological and/or organizational change which will result in the layoff of bargaining unit employees, where it is reasonably able to do so. 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.

ARTICLE 28 - HEALTH AND SAFETY

- 28.01** 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.
- 28.02** A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. 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.
- 28.03** Union representatives on the Committee shall be entitled to up to one (1) hour paid preparation time, upon notification to her/his 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.
- 28.04** There shall be one Union representative who will be a certified worker 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 29 - COPIES OF AGREEMENT

29.01 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.

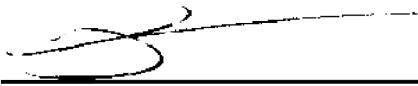
ARTICLE 30 - DURATION

30.01 This Agreement shall be in effect from the date of ratification and shall remain in effect up to and including March 31, 2024 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.

Signed at _____, Ontario this _____ day of _____ 2021

FOR THE EMPLOYER:

FOR THE UNION:



SCHEDULE "A" – SALARY AND WAGE RATES

Effective April 1st.

POSITION	APRIL 1, 2021 (1%)		APRIL 1, 2022 (1%)		APRIL 1, 2023 (1%)	
	Probation	Post Probation	Probation	Post Probation	Probation	Post Probation
Residential Support Worker (RSW)	\$16.7458	\$17.3518	\$16.91	\$17.53	\$17.08	\$17.70
Team Leader	\$17.2811	\$17.8568	\$17.45	\$18.04	\$17.63	\$18.22

Effective upon ratification each Bargaining Unit member will receive the following signing bonus:

Relief	Seventy-five dollars (\$75.00)
Part-time	Two hundred dollars (\$200.00)
Full-time	Three hundred and fifty dollars (\$350.00)

See Article 18.03 – Shift and Weekend Premium

LETTER OF UNDERSTANDING

Re: Collective Agreement Re-opener

Collective Agreement Re-opener

The Union may request to meet with the THE SALVATION ARMY HARBOUR LIGHT MINISTRIES to re-open the Collective Agreement for the sole purpose of negotiating potential wage increases in the event that:

- a) **the Union is granted an exemption pursuant to its request under Section 27 of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (Bill 124); or**
- b) **Bill 124 is withdrawn or amended by the Ontario Legislature to provide for increases in compensation above 1% within the three-year moderation period prescribed by Bill 124; or**
- c) **Bill 124 is overturned by the courts and is either:**
 - i. **not replaced by similar legislation; or**
 - ii. **replaced by legislation with provisions that might allow for a negotiated increase within the three-year moderation period prescribed by Bill 124.**

In such a case, should the Union wish to re-open the collective agreement for the purposing of renegotiating the previously agreed to wage increases, it shall provide THE SALVATION ARMY HARBOUR LIGHT MINISTRIES with notice to that effect prior to the expiry of the Collective Agreement and the Parties shall meet within 30 days of the Union having given notice to negotiate wages.