

COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636
(hereinafter called the "Union")**

and

**PROJECT HOSTEL
o/a YELLOW BRICK HOUSE
(hereinafter called the "Employer")**

Term:

January 1, 2022 - December 31, 2024

CONTENTS

CONTENTS	2
ARTICLE 1 – PURPOSE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 - NON-DISCRIMINATION	3
ARTICLE 4 - MANAGEMENT RIGHTS	4
ARTICLE 5 - NO STRIKES NO LOCKOUTS	4
ARTICLE 6 - UNION DUES	4
ARTICLE 7 - UNION REPRESENTATION	5
ARTICLE 8 - GRIEVANCE AND ARBITRATION	6
ARTICLE 9 – ARBITRATION	7
ARTICLE 10 – SENIORITY	7
ARTICLE 11 - JOB POSTING	9
ARTICLE 12 - HOURS OF WORK AND OVERTIME	10
ARTICLE 13 – SCHEDULING	10
ARTICLE 14 - LAYOFF AND RECALL	11
ARTICLE 15 - PAYMENT OF SALARIES AND WAGES	12
ARTICLE 16 - VACATION	12
ARTICLE 17 - DESIGNATED PUBLIC HOLIDAYS	13
ARTICLE 18 - EMPLOYEE BENEFITS	14
ARTICLE 19 - SICK LEAVE	15
ARTICLE 20 – LEAVE OF ABSENCE	16
ARTICLE 21 - GENERAL	17
ARTICLE 22 - ACCESS TO PERSONNEL FILES	18
ARTICLE 23 - HEALTH AND SAFETY	18
ARTICLE 24 - PARTICIPATION ON COMMITTEES	19
ARTICLE 25 – FORCE MAJEURE	19
ARTICLE 26 - DURATION OF AGREEMENT	20
APPENDIX	21
SALARY SCALES AND CLASSIFICATIONS	21
LETTER OF UNDERSTANDING	22
RE: VACATION ENTITLEMENTS	22
RE: MILEAGE ALLOWANCE	23
RE: GRIEVANCE PROCEDURE - MEDIATION	24
RE: NO LEVEL 2 COUNSELOR LAY-OFF FOR LEVEL 1 HIRE	25
RE: SCHEDULING ACCOMODATIONS FOR EDUCATION PURPOSES ONLY	26
RE: MANDATORY TRAINING	27
RE: COLLECTIVE AGREEMENT RE-OPENER	28

ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and Employees covered by this Agreement. The Agreement will provide prompt settlement of grievances and establish and maintain satisfactory working conditions and wages.
No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01** The Employer recognizes the Union as the exclusive bargaining agent of all Employees of Project HOSTEL Inc., save and except supervisors, persons above the rank of supervisor, office and clerical Employees, and contract Employees as defined in this agreement.

2.02 Definitions

A full-time Employee is one who is regularly scheduled to work thirty-seven and half (37.5) hours per week.

A part-time Employee is one who is regularly scheduled to work less than thirty-seven and half (37.5) hours per week.

A relief Employee is one who works on an as needed or casual basis, including employees hired on a time-limited contract to cover the leave of absence of a full time or part time employee

A contract Employee is an employee engaged on a fix term contract not exceeding twelve (12) months or in excess of twelve (12) months if the contract is pursuant to a specific project, term or task which is funded by a third party and which has a specified end period, or not exceeding eighteen (18) months if the contract is pursuant to coverage for a Pregnancy or Parental leave of absence. In no case, shall an Employee be considered a "contract Employee" under a fixed term contract for greater than thirty-six (36) months.

Business day means Monday to Friday excluding holidays.

ESA or Employment Standards Act means Ontario's Employment Standards Act 2000 and amendments thereto.

ARTICLE 3 - NON-DISCRIMINATION

- 3.01** The parties hereto agree that no Employee shall in any manner be discriminated against, coerced, restrained, influenced or harassed as a result of race, sexual orientation, creed, colour, nationality, ancestry, place of origin, political affiliation, membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.
- 3.02** All grievances over alleged violations of Article 3.01 shall commence at Step 2 of the Grievance Procedure.
- 3.03** The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Employer except as provided for by this Collective

Agreement or with the Employer's consent. When an exception is requested, a reply from the Executive Director or designate shall be provided within two (2) business days.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges and agrees that it is the exclusive right of the Employer to manage the operation and, without limiting the generality of the foregoing, the Employer has the right to determine the policy of the Employer and to direct its operations, to maintain order, discipline and efficiency, to hire, suspend, discharge, lay-off, direct, assign, schedule, classify, transfer, promote, demote and to discipline Employees, provided that a claim that an Employee has been unjustly discharged or disciplined may be the subject of a grievance in the manner and to the extent herein provided; to establish and enforce reasonable rules and regulations to be observed by Employees; generally to manage and operate the Agency in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of equipment to be used, the allocation and the number of Employees required from time to time, and the standards of performance for all Employees and other matters concerning the operation of the Employer.

These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - NO STRIKES NO LOCKOUTS

5.01 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act, 1995*.

ARTICLE 6 - UNION DUES

6.01 The Employer shall deduct, once each pay, from the pay of each Employee, an amount equal to the regular monthly Union dues, in accordance with the Bylaws and Constitution of the Local Union, as certified by the Local Union.

6.02 The Union shall indemnify and save harmless the Employer, its agents and/or Employees acting on behalf of the Employer, from any and all claims, demands, actions, or causes of action arising from, or in any way connected with the deduction and remittance of such dues.

6.03 Dues shall become effective in the third pay period. Such dues shall be forwarded to the National Secretary Treasurer of the Union no later than the 15th day of the month following the month in which deduction is taken along with a list of Employees from whom deductions were made, such list to show name, and amount deducted. The union will confirm the name and mailing address of the National Secretary Treasurer of the Union at least annual, or when there is a change to this position.

6.04 New Employees

The Employer shall notify the Union of all new Employees within ten (10) business days of commencing employment.

- 6.05**
- a) The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the requirement to pay union dues in accordance with Article 6.01
 - b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired Employee who is a member of the Union once during the Employee's first two (2) weeks of employment, for the purpose of advising such Employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer shall recognize as Stewards not more than three (3) Employees, provided such an Employee has acquired seniority under the terms of this Agreement and the Union shall notify the Employer, in writing, of the names of such Employees and any changes as they occur or on an annual basis. The Steward shall be paid for time spent at grievance meetings with Management. At least annually, the Union shall provide the Employer with the names of employees filling each union position.

7.02 Labour-Management Committee

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:

The parties agree to meet no less than annually. Either party may request additional meetings. The Employer and the Union shall alternate Chair and Recorder duties. The minutes of the Labour-Management meeting shall be posted and/or otherwise distributed, by an Employee member of the Committee, in manner available to all Employees.

Up to three (3) representatives of each party shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing or by email prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of the Agreement. The party not initiating the meeting request shall have 5 business days to add items to the agenda, which will be finalized at least 5 business days in advance of the meeting. If both parties agree, the advance time for setting the agenda may be shortened. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

7.03 Negotiating Committee

The Employer agrees to recognize a maximum of three (3) Employees and one (1) representative of the Union as constituting the Union Negotiating Committee. The Employer will pay the Employee members of the Committee their regular rate of pay for time spent at negotiating sessions. Any hours in excess of sixteen (16) hours per Employee will be billed to the Union at the Employees hourly rate plus statutory benefits. The Union will remit payment to the Employer within 15 days of receipt of the bill.

7.04 The Employer shall provide a bulletin board measuring not less than 24" x 36" in each locale (one in each building) for the purpose of posting Union bulletins and notices only.

- 7.05** The Employer shall allow the Union to have a lock box by the Union bulletin board for Union communication only.

ARTICLE 8 - GRIEVANCE AND ARBITRATION

- 8.01** A grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

- 8.02** All time limits referred to in the Grievance and Arbitration procedure herein contained shall be deemed to mean "business days".

- 8.03** At each Step of the Grievance and Arbitration procedure, the grievor shall have the right to be present.

8.04 Step 1

In the case of a grievance by an individual Employee, the Union will submit a written grievance on behalf of the Employee to the Employee's immediate Supervisor within five (5) days of the date that the circumstance giving rise to the complaint occurred or became known to the grievor.

The grievance shall identify the nature of the grievance, the remedy sought, and the provisions of the Agreement which are alleged to have been violated.

A meeting between the Supervisor and the Union's Grievance Committee (any local union Executive member or Steward designated by the local President) shall be held within five (5) to ten (10) business days following the receipt of the Union's request for a meeting at Step 1. Following the meeting, the party responding to the grievance shall deliver a written decision to the other party within five (5) to ten (10) business days of the meeting. If the employee is not satisfied with the response, the employee may move to Step 2.

Policy Grievance

In the case of a policy grievance, the Union or the Employer shall submit a policy grievance to the Executive Director and/or Local President and/or designate, as the case may be, within five (5) business days of the date that the circumstances giving rise to the complaint occurred or became known to the Union or the Employer. The policy grievance shall then proceed to a meeting at Step 2.

Step 2

A meeting between the Executive Director and the Union's Grievance Committee (Any local union Executive member or Steward designated by the local President) shall be held within five (5) to ten (10) business days following the receipt of the Union's request for a meeting at Step 2 or the receipt of a policy grievance. Following the meeting, the party responding to the grievance shall deliver a written decision to the other party within five (5) to ten (10) business days of the meeting.

- 8.05** Failing settlement under the above procedure, the grievance may be submitted to arbitration as hereinafter provided, within fifteen (15) days after the decision under Step 2 has been given.

ARTICLE 9 - ARBITRATION

- 9.01** Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure as herein provided, notify the other party, in writing, of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first appointee to an Arbitration Board. The recipient of the notice shall, within five (5) business days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) business days appoint a third person who shall be the Chairperson. If the recipient of the notice fails to name a nominee or if the two (2) appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour upon request of either party.
- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.04** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the Employee or Employees concerned.
- 9.05** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board
- 9.06** Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 10 - SENIORITY

- 10.01** "Seniority" means the length of continuous employment with the Employer including periods of absence from work during which seniority is not broken under the provisions of this Agreement. Seniority shall operate on a bargaining unit-wide basis.

10.02 Probation

A newly hired full-time or part time Employee shall be on probation for the first six (6) months. After completion of the probationary period, seniority shall be effective from original date of employment.

If a full time or part-time Employee has completed the probationary period as a relief Employee, the Employee will not be required to complete a second probationary period.

If a relief employee is hired in a full time or part time position prior to completion of the probationary period, hours worked as a relief Employee will be applied towards the completion of the six (6) month probationary period. After completion of the probationary

period, the Employee shall accumulate seniority on the basis of hours worked which shall include the probationary period.

A newly hired relief Employee shall be on probation for the first six hundred (600) hours worked. If a relief Employee works on a full-time contract for at least six (6) months and is hired within one (1) year of the end date of the contract as a full-time or part-time Employee, the time spent on the contract will be deemed to be the probationary period.

Probationary Employees may be represented by the Union; but, during the probationary period, the Employer shall have the right to transfer a probationary Employee without access to the grievance procedure on the part of the probationary Employee with respect to any such action. A probationary Employee may be dismissed where the Employer has exercised its discretion in good faith and determined that the Employee is not suitable for continued employment. Relief Employees on probation who turn down 2 consecutive shifts offered in the probationary period may be deemed not suitable for continued employment based on lack of availability to work.

The Union acknowledges and agrees that the Employer has the right to extend a probationary period if, in the opinion of the Employer, suitability for continued employment has not been fully demonstrated by the Employee by the end of the original probationary period.

10.03 Employees shall not be transferred to a position outside the bargaining unit without their consent. Employees transferred to any position outside the bargaining unit shall retain seniority for up to eighteen (18) months from the date of such move but seniority shall not continue to accumulate.

10.04 Seniority shall terminate, and an Employee shall cease to be employed by the Employer when she:

- a) Voluntarily quits her employment with the Employer.
- b) Is discharged and the discharge is not reversed through the Grievance Procedure or Arbitration.
- c) Is laid off for a continuous period of eighteen (18) months without recall.
- d) Fails to report her intention to return to work within five (5) days of receiving notice of recall after layoff, or in any event fails to report for work within ten (10) business days after being notified by the Employer of such recall by registered mail to her last known address.
- e) Is absent from work for more than three (3) consecutive days unless an explanation satisfactory to the Employer is given by the Employee or unless such notice was reasonably not possible.

10.05 Relief staff shall cease to be employed when:

- a) she voluntarily quits her employment with the Employer.
- b) she is absent from 3 or more scheduled shifts unless an explanation satisfactory to the Employer is given by the relief Employee or unless such notice was reasonably not possible.
- c) she refuses 4 or more consecutive shifts.
- d) she has not accepted a shift in 6 consecutive months

- e) she worked fewer than 100 hours in a calendar year (excluding the year of hire), or
- f) her VSS is lapsed for 3 months or more; the Employer agrees to send a reminder notice to employees.
- g) if unable to maintain availability committed to under employment contract.

10.06 Seniority List

Prior to January 15th of each year, the Employer agrees to electronically distribute, and updated seniority list of Employees covered by this Agreement to the Union and the Recording Secretary of the Local Union.

10.07 The Employer shall maintain 2 separate seniority lists, one for full time and part time Employees and the 2nd for relief Employees.

Seniority for full time and part time employees is based on full time equivalent (FTE) years of active employment, adjusted for periods of absence when seniority does not accumulate.

Seniority for relief Employees is based on the number of hours worked since date of hire. If a relief employee is hired in a full time or part time position, seniority will be carried over on the basis that one (1) year of service is equal to one thousand eight hundred and seventy-five (1875) hours worked.

If a full time or part time Employee's employment is terminated, the Employee may apply to be added to the relief list and, if accepted, seniority shall carry over on the basis that one year of service is equal to 1875 hours.

ARTICLE 11 - JOB POSTING

11.01 When any vacancy occurs in a bargaining-unit position either for an existing classification or a new classification, it shall be posted for a period of five (5) business days.

- 11.02**
- a) When filling job vacancies, full time and part time Employees shall be given first consideration before an external candidate is considered. If 2 or more Employees apply for the position, the following factors will be considered: the relevant skill, ability, performance and qualifications of the applicants. Where these factors are relatively equal in the opinion of the Employer, then seniority shall be the deciding factor.
 - b) In the event that no Employee is selected, the Employer may fill the position with an external candidate.

11.03 Trial Period

- a) In the event that an Employee has been selected to fill such a permanent vacancy then, at any time within thirty (30) days after being assigned to such vacancy, she may revert to her former position and wage rate without loss of seniority or salary.
- b) In the event that an Employee is found to be unsatisfactory at any time within thirty (30) days after being assigned to such vacancy, the Employer shall have the right to reinstate her in her former position and wage rate without loss of seniority and salary; and any other Employee promoted or transferred because of the rearrangement of the positions may be returned by the Employer to her former position and wage rate without loss of seniority or salary.

- c) If a Level 1 Employee accepts a Level 2 position at a higher salary and subsequently returns to her Level 1 position under a) or b), the reduction in salary to return the Employee to her former position does not constitute a loss of salary.

11.04 Nothing herein shall prevent the Employer from temporarily filling the vacant jobs during the posting process at her discretion. Furthermore, the Employer shall not be required to post vacancies which result from the temporary absence of Employees such as short-term illness, or other authorized leave of absence planned to be less than six (6) months.

11.05 Nothing herein shall prevent the Employer from advertising externally simultaneously with the posting process.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 The following is intended to define the normal hours of work but shall not be interpreted as a guarantee of hours of work per day or per week, or of days of work per week.

12.02 The normal hours of work per week for all classifications covered by this Agreement shall be thirty-seven and one half (37½) hours per week, inclusive of a one (1) hour per day paid lunch or rest period. For shift workers, the thirty-seven and one half (37½) hours shall be averaged over the cycle of the schedules.

12.03 All overtime must first receive approval of the Executive Director or designate. Authorized time worked in excess of the normal hours of work shall be considered overtime for which the Employee shall receive equivalent compensatory time off at a time agreeable to the Employer and Employee.

12.04 The time required for an Employee to appear as a witness in court for actions related to the work of the Agency shall be considered to be work time under this Article. Any remuneration by the courts shall be treated in accordance with Article 20.02.

ARTICLE 13 - SCHEDULING

13.01 Employees' schedules shall be posted for at least two (2) weeks in advance. The schedule can be altered after posting with the mutual consent of both the Employer and the Employee, such consent not to be unreasonably withheld. The Employer will use best efforts to avoid a unilateral schedule change with less than 2 weeks notice.

13.02 Full-Time and Part-Time Employees may be permitted to exchange shifts or days off with the permission of the Employer, providing notice is given, in writing, no less than forty-eight (48) hours prior to the start of the changed shift, when possible, and there is no additional cost or penalty to the Employer.

- a) Where a shift becomes available, it shall first be offered to full-time Employees for exchange according to seniority and availability and provided that there is no additional cost or penalty to the Employer, after which the shift shall be offered to relief Employees.

- b) Part-time Employees may be permitted to exchange shifts or days off at the discretion of the Employer provided notice is given, in writing, no less than twenty-four (24) hours prior to the start of the changed shift and there is no additional cost penalty to the Employer.

- c) If no relief Employees are available or willing to fill the vacant shift, the Employer has the right to fill the shift using a non-unionized temporary help agency, or qualified Employees who are not members of the bargaining unit.

13.03 A full-time or part-time Employee may undertake or be assigned to perform "relief" work.

13.04 If a relief Employee refuses two (2) consecutive shifts within a one (1) month period from the date the first shift is offered, she shall then not be offered available shifts for two (2) months from the date on which the Employer had offered her the second shift.

No employee will be scheduled to work without a valid and current VSS. The Employer will send a reminder out prior to expiration. Failure to obtain a VSS when required shall not be considered a satisfactory explanation for missing work under Article 10.04.

No employee shall be scheduled to work without completing mandatory training as required by the Employer.

ARTICLE 14 - LAYOFF AND RECALL

- 14.01**
- a) A layoff shall be defined as any reduction in the workforce or a substantial reduction in regular hours of work equal to the loss of one shift/day or more.
 - b) In the event of a layoff, the Employer will provide the Employee with four (4) weeks written notice or pay in lieu of notice in accordance with the *Employment Standards Act, 2000*, whichever is greater. At the same time the Employer will also provide written notice of the layoff to the Union.
 - c) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, Employees shall be laid off in the reverse order of seniority according to bargaining unit classification.
 - d) An Employee about to be laid off may bump an Employee with less seniority. Where in the judgment of the Employer, which shall not be unreasonably applied, the bumping Employee's skill, ability and qualifications to perform the work are greater than or equal to the skill, ability and qualifications of the incumbent Employee, the bumping Employee may displace the incumbent Employee.
 - e) No new Employees shall be hired until those laid off have been given an opportunity of recall.
 - f) Recall
 - i) Employees shall be placed on a recall list for a period of eighteen (18) months commencing from the date of layoff.
 - ii) Employees shall be recalled in the order of their seniority, provided the Employee has the relevant skill, ability and qualifications to perform the work.
 - iii) An Employee recalled to work in a different bargaining unit position from which she was laid off shall be eligible to return to the bargaining unit position held prior to the layoff should it become vacant within twelve (12) months of being recalled.
 - iv) Employees on layoff shall be given preference for temporary bargaining unit vacancies which are expected to exceed six (6) weeks. An Employee who has

been recalled to such temporary bargaining unit vacancy shall not be required to accept such recall and may instead remain on layoff.

g) Meeting (Labour Management Committee)

In the event of a proposed layoff at the Agency, the Employer shall meet with the Labour-Management Committee to discuss the reasons for the layoff and to discuss possible solutions.

h) Grievances concerning Article 14.01 shall be initiated at Step 2 of the Grievance procedure.

ARTICLE 15 - PAYMENT OF SALARIES AND WAGES

15.01 Salaries and wages shall be paid in accordance with Appendix "A" hereto attached. Employees shall be paid every second Thursday for the two (2) week period ending on the Sunday preceding the payday.

ARTICLE 16 - VACATION

16.01 a) Regular full-time and part-time Employees shall be eligible for vacation with pay on the following basis:

<u>Length of service at Anniversary date</u>	<u>Vacation entitlement</u>
One (1) year	Ten (10) days
Two (2) years	Fifteen (15) days
Five (5) years	Twenty (20) days
Ten (10) years	Twenty-five (25) days
Over fifteen (15) years	Thirty (30) days

In addition to the above, full time and part time Employees shall be entitled to one paid "float" day of 7.5 hours (prorated for part-time Employees) to be taken in the calendar year at a time mutually agreed upon by the Employer and Employee. Unused float days, or parts thereof, do not carry over to the next year.

For part time Employees, the number of vacation days in each year shall be prorated to the FTE hours regularly worked.

The increase from 10 days to 15 days shall be at the earlier of 2 years active employment (defined below) or the 5th anniversary of the from the date of hire as a relief Employee, in accordance with ESA.

Eligibility for subsequent increases is based on the anniversary from date of hire as a full time or part time employee as calculated in d) below

- b) However, a full time or part time Employee having less than one (1) year of service and having successfully completed the probationary period shall receive ten (10) days of vacation time, Prorated to the number of weeks of active employment, retroactive to the date of hire as a full time Employee.
- c) Vacation pay shall be based on thirty-seven and one half (37.5) hours per week and seven and one half (7.5) hours per day.

- d) Eligibility for vacation shall be based on active employment (comprised of hours worked plus paid time off for vacation, sick leave, public holidays, emergency personal leave, etc. but excluding unpaid leaves of absence exceeding 4 weeks) with 1950 hours of active employment constituting a year.
- e) Relief Employees will be paid their corresponding vacation pay on each pay cheque.

16.02 In any year where an Employee becomes eligible for increased vacation entitlement pursuant to 16.01 above, she will also be credited with the new vacation entitlement in any amount prorated from her anniversary date through to December 31st.

16.03 Employees shall take vacation during the calendar year in which it is earned. They may carry up to ten (10) days vacation time to the next calendar year (prorated for part-time employees), subject to approval of the Employer and must use the balance of vacation by March 31st of the new calendar year.

16.04 Employees shall be required to take such vacation period to which they are entitled consistent with the Employer's ability to maintain an efficient operation.

16.05 Employees whose employment is terminated at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation.

16.06 Unless otherwise provided by statute, service for the purpose of vacation entitlement and accrual of vacation shall cease when:

- an Employee is on leave of absence under Article 19.01 for more than 6 consecutive weeks, or
- when an Employee is on an unpaid leave of absence for more than 4 consecutive weeks

16.07 Employees shall be entitled to take vacation in an unbroken period, subject to operational requirements and Management approval.

ARTICLE 17 - DESIGNATED PUBLIC HOLIDAYS

17.01 The Employer recognizes the following current paid public holidays:

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

In addition to the above, the Employer recognizes Easter Sunday and Civic Holiday as "Agency Days". On Agency Days, or the lieu day designated by the Employer, full time Employees will receive 7.5 hours paid time off or banked lieu time to be taken at a mutually convenient time. Part time Employees will receive 7.5 hours, prorated to the FTE hours regularly worked.

Employees, who wish to observe religious holidays other than those listed above, may arrange in consultation with the Supervisor to exchange Christmas Day, Good Friday, Boxing Day or Easter Sunday for equivalent time off. It is understood that the exchange of one of the aforementioned holidays will not result in premium payment.

17.02 Employees shall be entitled to public holiday pay at the rate of one and one half (1½) times their regular pay.

In the event a full-time or part-time Employee is scheduled and works on one of the above-noted public holidays they shall be entitled to public holiday pay at the rate of one and one half (1½) times their regular rate of pay plus straight time for all hours worked on the holiday to be taken as lieu time with Management approval, or another day off with pay.

Scheduled working day shall include: a shift exchange pre-approved by the Employer, an illness or injury for which medical documentation may be required at the Employer's discretion or the use of overtime pre-approved by the Employer.

Relief staff will receive 3.6% public holiday pay on each paycheck.

ARTICLE 18 - EMPLOYEE BENEFITS

18.01 During the term of this Agreement, the Employer shall continue to pay the full premiums for the benefits plans to provide the level of benefits as currently set out in the Project Hostel Inc. Group Life & Health Insurance policy. Subject to the terms of the policy, Employees shall be enrolled in the benefit plan after six (6) months of full-time active employment or the successful completion of the probationary period, whichever is later.

Upon completion of probation and six (6) months FTE active employment, a part-time Employee who regularly works at least thirty (30) hours per week may elect to participate in the Employee Benefit Plan as set out in Article 17. In such cases the Employer will pay the amount of the premium proportional to the part-time Employee's regular hours of work and the Employee shall pay the remainder of the premium by payroll deduction.

The Employer will notify Employees when they become eligible to receive benefits. The Employee must notify the Employer of her election to participate in the Employee Benefit Plan within (31) thirty-one days of becoming eligible to join the Benefits Plan.

18.02 Upon request, the Union shall be provided with a current copy of the Master Policy of all insured benefits.

18.03 Change of Carriers

It is understood that the Employer may, at any time, substitute another carrier for any Plan provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union in writing no later than 30 days before the changeover.

18.04 Briefly stated, the Benefit Plan provides for the following:

- Basic life insurance of two times (2x) annual earnings.
- Accidental Death and Dismemberment - an additional amount equal to basic life insurance in the event of accidental death.
- Long-term Disability at sixty-seven percent (67%) of monthly earnings.
- Hospital accommodation - payment of the difference between public ward and semi-private ward allowance.

18.05 Medi-Pack Benefit

- Prescription drug card provided with fee per prescription.

- Eyeglasses: maximum of four hundred dollars (\$400.00) in any twenty-four (24) consecutive month period.
- Hearing Aids: maximum of five hundred dollars (\$500.00) in any sixty (60) consecutive month period.
- Dental: reimbursement of one hundred percent (100%) of insured charges at the current Ontario Dental Association fee schedule. Orthodontic with fifty percent (50%) co-insurance up to \$1500 per calendar year.

18.06 R.R.S.P. Contribution

The Employer agrees to make a monthly contribution based on five percent (5%) of the Employees' income to a Group Registered Retirement Savings Plan.

ARTICLE 19 - SICK LEAVE

19.01 Full-time Employees accumulate sick-leave entitlement on the basis of ten (10) hours per month to a maximum of seven hundred and twenty (720) hours. It is agreed that these hours shall have no monetary value when employment ceases and that these hours shall be forfeited if an Employee transfers to a relief position and the maximum shall be pro-rated to the maximum allocated to that position if an Employee transfers to a part-time or a job share position.

Part-time Employees shall accumulate sick-leave entitlement pro-rated to the full-time entitlement. It is agreed that these hours shall have no monetary value and shall be carried over if a part-time Employee transfers to a full-time or job share position to the maximum allocated to that position and forfeited if a part-time Employee transfers to a relief position.

19.02 Upon completion of probation, sick time is accrued from the first day of employment as a full time or part time Employee.

19.03 Under normal circumstances, Employees may be required to produce a certificate from their own personal medical practitioner for any illness in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties due to illness. However, in cases of repeated absence, the Employer may require an Employee to submit a medical certificate for each absence.

19.04 Employees shall be allowed to use accumulated sick-leave credits in order to engage in personal preventative medical health and dental care provided adequate notice is given to the Employer. Employees shall use best efforts to schedule medical and dental appointments outside of scheduled work hours.

19.05 In the event of a longer-term sick leave a letter from a doctor specializing in the medical condition in question must be submitted and the Employee will apply for Employment Insurance benefits.

If the sick leave is expected to be longer than 17 weeks and the Employee intends to apply for long term disability (LTD), the Employee must make application for long-term disability benefits in line with the carrier's guidelines.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Bereavement

- a) In the event of a death in the immediate family of full time or part time Employee, an Employee will be granted, upon request, five (5) days' leave without loss of salary or sick leave or vacation credits. Where extended travel is required or in the event of travel difficulties, the Employee may use Personal Emergency Leave days.

"Immediate family" means an Employee's spouse, son, daughter, stepchild, mother, father, mother-in-law, father-in-law, brother, sister, grandchild, grandparent, niece, nephew, daughter-in-law and son-in-law.

For purpose of this Agreement "spouse" shall be used to designate wife, husband or common-law marriage partner, including LGBTQ2S partners.

Common-law Marriage Partners

For purposes of this Agreement, "common-law marriage partner" shall include any couple having lived together in a conjugal relationship for a period of one (1) year or more.

- b) In the event of the death of a full time or part time Employee's sister-in-law or brother-in-law, an Employee who would otherwise have been at work will be allowed one (1) day off without loss of salary or sick-leave or vacation credits to enable her to make arrangements for and/or attend the funeral of such relative. Where travel extended is required or in the event of travel difficulties in attending the funeral, the Employee may use Personal Emergency Leave days.

20.02 Jury and Witness Duty

An Employee, when called for jury duty or subpoenaed as a witness, will be compensated for the difference between her normal earnings and the payment received for jury duty or witness fee. In order to receive this payment, however, the Employee must notify and provide proof to the Employer as soon as she has received notice of jury duty or notice of being subpoenaed as a witness. Employees must report for work on any day or part of the day they are not actually required to attend jury duty.

20.03 Pregnancy Leave/Parental Leave

The granting of pregnancy leave or parental leave shall be made in accordance with the *Employment Standards Act, 2000* and amendments thereto.

The Employer and the Union will endeavour to accommodate the work needs of an Employee who, because of pregnancy, is unable to perform the regular duties of her job.

The Employer undertakes to have available at the workplace copies of any brochures issued by the Ministry of Labour describing pregnancy leave/parental leave entitlement under the *Employment Standards Act, 2000*.

Employee will provide written or email notice to her immediate supervisor or manager of her return to work day, at least 4 weeks in advance.

- 20.04** During pregnancy leave or parental leave (including leave for purposes of adoption), an Employee continues to participate in the life insurance, accidental death and dismemberment, hospital accommodation, Medi-Pack and dental plans pursuant to the terms of the *Employment Standards Act, 2000*.

20.05 Moving Day

A household moving day, with pay, shall be granted to Employees with seniority, not more than once every two (2) years, at the discretion of the Executive Director.

20.06 Emergency Personal Leave

Emergency personal leave shall be granted in accordance with the *Employment Standards Act, 2000*.

20.07 Other Statutory Leaves

The Employment Standards Act gives all Employees the right to job-protected leaves of absence under a number of different, specific circumstances. The Employer will grant all such leaves in accordance with the ESA.

20.08 Leave for Full-time Union Duties or Public Office

Employees who are elected or selected for a full-time position with CUPE or are a nominated candidate for Federal, Provincial or Municipal office, shall be granted leave of absence without loss of seniority and without pay or benefits for up to one (1) year.

20.09 Education Leave

A leave of absence of up to twelve (12) continuous months may be granted to an Employee with at least two (2) years of service, for the purpose of attending a University, Community college or secondary school. Such leave shall be without pay and benefits, and seniority shall not be lost but will cease to accumulate during the leave. The employee must provide written or email confirmation of returning to her place of employment four (4) weeks prior to the end of her education leave.

The Employer agrees that it is to the mutual benefit of the Employer and the Employees to improve the educational standards of the workforce.

20.10 Subject to approval of the Employer, an Employee may request in writing a leave of absence without pay or benefits for personal reasons not covered by ESA for up to one (1) year. During such leave Employee seniority will be maintained but will not accrue. During such leave the Employer may temporarily fill the position.

Upon receipt of a written request at least four (4) weeks in advance of the end of the leave, the Employer will return the Employee to the same position or comparable position the Employee was in at the start of the leave.

20.11 All unused vacation and banked time must be taken prior to leave being granted under Articles 20.08, 20.09, or 20.10

ARTICLE 21 - GENERAL

21.01 Copies of the Collective Agreement

The Employer will distribute a copy of this Collective Agreement to each Employee covered by the Agreement. The Collective Agreement shall be printed by the Union within one (1) month of signing. The cost of printing the Collective Agreement will be shared equally by the Employer and the Local Union.

21.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit except:

- where mutually agreed upon in writing by both parties:
- in case of emergency,
- for the purpose of instructing members of the bargaining unit,
- in circumstances where there is no qualified bargaining unit staff to do the work on a short-term basis, and
- in unexpected circumstances where there is no bargaining unit person immediately available.

For clarity, "persons whose jobs are not in the bargaining unit" includes persons hired through a temporary help agency for shifts that could not be filled by relief Employees.

21.03 Mileage

Employees shall be compensated at forty-two cents (\$0.42) per km. for travelling using their own automobile for the Employer's business.

21.04 Job Descriptions

The Employer agrees to prepare job descriptions for all positions in the bargaining unit and to review them at least once each year.

21.05 Review Meetings

When the Supervisor and the Employee meet for their periodic progress review a summary of the review and action points will be made and the Employee shall receive a copy.

ARTICLE 22 - ACCESS TO PERSONNEL FILES

22.01 Upon request to her Supervisor, any Employee shall have access to her personnel file for the purpose of reviewing any documents contained therein.

22.02 Provided that no related incidents occur, disciplinary letters shall be removed from the personnel file after one (1) year from the date they were issued.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety with the Agency and any other workplaces covered by this Agreement in order to prevent accidents, injury and illness.

The Employer agrees to comply with the applicable provisions of the *Occupational Health and Safety Act*.

- a) A joint management and Employees Health and Safety Committee shall be constituted with at least two (2) representatives appointed from the bargaining unit by the bargaining unit, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least quarterly, and when a request has been brought forward by any Employee or by a situation. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and electronic copies shall be available to all Employees and

will be sent to the Union upon request. The Committee shall develop Terms of Reference, to be reviewed annually.

- b) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees on a rotating basis designated by the Employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections.

Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- c) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 24 - PARTICIPATION ON COMMITTEES

- 24.01** An Employee may participate on "Board Committees" when requested to do so by the Board of Directors.

ARTICLE 25 - FORCE MAJEURE

- 25.01** Both parties recognize that there may be circumstances beyond the control of the Employer that prevent the Employer from performing some or all its obligations under this Agreement. For the duration of a Force Majeure event, neither party shall be responsible to the other for non-performance or delay in performing these obligations.

- 25.02** Force Majeure events include, but are not limited to:

- a) outbreak, endemic, epidemic or pandemic spread of an infectious disease
- b) natural disasters such as earthquake, fire, flood, tornado, ice storm
- c) failure of infrastructure such as sustained power outage, cyber ransom or breach, explosion
- d) court order or government interference
- e) act of war or terrorism, civil disturbances

- 25.03** The Employer shall give notice to the union of the Force Majeure event as soon as it is reasonably practical and the expected duration of the event if it can be reasonably anticipated.

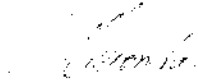
ARTICLE 26 - DURATION OF AGREEMENT

- 26.01** This Agreement shall become effective on January 1, 2022 and shall remain in force and effect until December 31st, 2024. This Agreement shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing as provided for herein of its desire to negotiate amendments to this Agreement.
- 26.02** Notice of amendments shall be rendered during the period of not more than ninety (90) days and not less than thirty (30) days from the termination date or similar annual periods thereafter.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**



APPENDIX "A"

SALARY SCALES AND CLASSIFICATIONS

Level 1 Employees

Children's Recreation and Advocacy Worker, Shelter Worker

Level 1	Start (2021)	January 1, 2022 (1%)	January 1, 2023 (1%)	January 1, 2024 (1%)
Probation	49,342.48	49,835.90	50,334.26	50,837.60
Step 2	51,939.46	52,458.85	52,983.44	53,513.27
Step 3	54,673.11	55,219.84	55,772.04	56,329.76
Step 4	57,550.64	58,126.15	58,707.41	59,294.48

Level 2 Employees

Shelter Counselor, VAW Counsellor, Child Counsellor and Child Witness Program Co-ordinator, Transitional Housing Support Worker, Family Court Support Worker

Level 2	Start (2021)	January 1, 2022 (1%)	January 1, 2023 (1. %)	January 1, 2024 (1.%)
Probation	51,041.75	51,552.17	52,067.69	52,588.37
Step 2	53,728.16	54,265.44	54,808.09	55,356.17
Step 3	56,555.96	57,121.52	57,692.74	58,269.67
Step 4	59,532.50	60,127.83	60,729.11	61,336.40

Relief	Start Excluding 4% VP	January 1, 2022 (1%)	January 1, 2023 (1.%)	January 1, 2024 (1.%)
Probation	25.30	25.55	25.81	26.07
Step 2	26.64	26.90	27.17	27.44
Step 3	28.04	28.32	28.60	28.89
Step 4	29.51	29.81	30.11	30.41

Part -time Employees will be paid on pro rata basis the salary of the position they occupy in accordance with the tables for full-time Employees.

Employees' rate pay moves from Probation to Step 2 at the completion of the probationary period. Employees' rate of pay remains at Step 2 for the completion of one year FTE hours of active employment (1950 hours for full-time and part-time employees, 1875 hours for relief employees), at which time the rate moves to Step 3. Employees' rate of pay remains at Step 3 for the completion of one year FTE hours of active employment (1950 hours for full-time and part-time employees, 1875 hours for relief employees), at which time the rate moves to Step 4.

APPENDIX "B"

LETTER OF UNDERSTANDING

RE: VACATION ENTITLEMENTS

Upon an Employee's termination, the Employer shall calculate the amount of vacation taken by the Employee during the calendar year prior to her resignation. If this amount exceeds the Employee's pro-rated entitlement to vacation as at the date of resignation, the Employer shall deduct the excess vacation pay paid to the Employee from the Employee's final pay.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

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**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**

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APPENDIX "C"

LETTER OF UNDERSTANDING

RE: MILEAGE ALLOWANCE

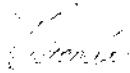
The parties understand that Management reserves the right to set the maximum allowable monthly expenditure as per budgetary requirements.

For further clarification, employees must receive prior Management approval for expenditures beyond the monthly allowance.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**



APPENDIX "D"

LETTER OF UNDERSTANDING

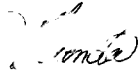
RE: GRIEVANCE PROCEDURE - MEDIATION

The parties agree, at any point of the grievance procedure, any party could request a mediation between parties, to resolve grievances. Mediation would include, the Union, Management and the Grievor. This step will not affect any timelines set out in the collective agreement, under the grievance procedure, including the timelines to forward any grievance to arbitration.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**



APPENDIX "E"

LETTER OF UNDERSTANDING

RE: NO LEVEL 2 COUNSELOR LAY-OFF FOR LEVEL 1 HIRE

The Employer agrees that it will not lay off the current Level 2 counsellor positions for the purpose of hiring Level 1 shelter workers.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

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**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**

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APPENDIX "F"

LETTER OF UNDERSTANDING

RE: SCHEDULING ACCOMMODATIONS FOR EDUCATION PURPOSES ONLY

An Employee who is attending a University, Community College secondary school or career-related professional development, who does not wish to take a leave of absence and upon providing proof of enrollment to the employer will be permitted to:

- Change shifts singularly or in blocks, with the agreement of the employee whom she is exchanging shifts and for the sole purpose of attending classes, recognizing that from time to time this may circumvent the seniority and job posting language.
- Where possible, temporarily convert to a PT or Relief position at the Employer's discretion.

It is the responsibility of the employee requesting the shift change to inform the Union membership of the agreement made between themselves and other staff member.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**

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APPENDIX "G"

LETTER OF UNDERSTANDING

RE: MANDATORY TRAINING

For the purposes of Section 13.04, the Employer agrees that it will not withhold shift schedules from staff for not completing the in-person portion of the Standard First Aid/CPR training which was planned to take place in the fall of 2021 and was delayed due to Covid-19. This exclusion shall apply only until such time as the Employer is able to arrange for this in-person training to take place.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

[Signature]

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**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**

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APPENDIX "H"

LETTER OF UNDERSTANDING

RE: COLLECTIVE AGREEMENT RE-OPENER

The Union may request to meet with the Employer 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 potentially renegotiating the previously agreed to wage increases, it shall provide Yellow Brick House 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.

Signed _____ on this 10th day of March, 2022.

**PROJECT HOSTEL
(YELLOW BRICK HOUSE)**

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3636**