



COLLECTIVE AGREEMENT

BETWEEN

HERIZON HOUSE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 4724.01

JANUARY 1, 2022 – MARCH 31, 2025

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ARTICLE 1 – PREAMBLE

1.01 The Ajax Pickering Women’s Centre Inc./Herizon House offers a place of safety, support and empowerment for abused women and their children. We are committed to ending the cycle of abuse and violence in the community. The Agency and its Employees strive to uphold the anti-oppression and anti-racist policies and procedures set by the Board of Directors and the values and belief statements that the Agency and its Employees have committed themselves too. (See attached Schedule B)

1.02 Whereas Employees of Ajax Pickering Women’s Shelter Inc./Herizon House have as their aim the fulfilment of the above purpose in their work, and;

Whereas it is the desire of both parties to this Agreement:

- (a) To maintain positive conditions of employment and harmonious Collective Agreement bargaining relations between the Agency and those Employees covered by this Agreement with the Union, to secure prompt and fair disposition of grievances, to eliminate interruption of work and to promote to the fullest extent possible, efficient and economical operation of the Agency’s business and to maintain fair wages, hours and working conditions for the said Employees as set out in this Agreement.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
- (c) To promote participation in developing Agency programs and policies affecting the Employees, and the women and children they serve,
- (d) To encourage efficiency in operation,
- (e) To promote the morale, well being and security of all Employees in the Bargaining Unit of the Union.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Scope of the Bargaining Unit

The Agency recognizes the Canadian Union of Public Employees as the bargaining agent of all Employees of Ajax Pickering Women’s Shelter Inc. Herizon House employed in the City of Ajax, save and except supervisors and coordinator, persons above the rank of supervisor and coordinator and office and clerical staff.

2.02 Union Recognition

- (a) No Employee shall be required or permitted to make a written or verbal agreement with the Agency or the Agency’s representative, which may conflict with the terms of this Collective Agreement.
- (b) No individual Employee or group of Employees shall undertake to represent the Union at meetings with the Agency without proper authorization of the Union. In order that this may be carried out, the Union will supply the Agency with the names of its officers.
- (c) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Agency.
- (d) 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. The Parties shall share the cost of printing the Collective Agreement. The format of the Collective Agreement shall be in a form designated by the Union.

2.03 Correspondence

All correspondence from the Agency to the Union arising out of this Agreement or incidental thereto shall be forwarded to the Vice President and the assigned CUPE National Representative. The Union shall inform the Agency in writing of the name and address of the Vice President and of the changes as they occur.

2.04 No Strikes, No Lockouts

The parties agree that there will be no strike or lockout, as defined in the *Labour Relations Act*, as amended from time to time, during the life of the Agreement.

2.05 Definitions in this Agreement:

- (a) Unless otherwise stated, the word “day” or “days” shall mean week days, exclusive of Saturdays, Sundays and statutory holidays.
- (b) Agreement means the Collective Agreement.
- (c) Minister means the Minister of Labour.
- (d) Employee or Employees wherever used in the Agreement shall mean respectively an Employee or Employees in the bargaining unit described in Article 2.01.
- (e) Full-time Employee means an Employee regularly employed by the Agency for more than 28 hours per week.
- (f) Part-time Employee means an Employee regularly employed by the Agency for less than 28 hours per week.
- (g) A relief Employee shall be defined as one who is employed on an as needed basis to meet short-term or emergency staffing needs.
- (h) A contract Employee is a person hired for a definite term or task to replace Employees off work due to illness, leave of absence or to work on a special project. Such term of employment shall not exceed one (1) year except in the cases of a contract employee hired for a pregnancy/parental leave. If the contract Employee works beyond a one (1) year period with the exception of pregnancy/parental leave, the Employee will be confirmed as a permanent Employee and will gain seniority which shall be retroactively established, effective the last date of hire.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights are vested exclusively with the Agency, subject only to the specific provisions of this Collective Agreement and without limiting the generality of the foregoing, it is the right and function of the Agency:
- (a) To develop and establish standards, policies, and procedures for the care, welfare, safety, and comfort of the residents and the efficient operation and management of the Agency.
 - (b) To maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations.
 - (c) To hire, transfer, classify, lay-off, recall and, promote, and to discharge, demote, suspend or otherwise discipline Employees of the Agency for just cause; provided that the exercise of the aforementioned management rights shall be subject to the right to grieve, as set out in this Agreement.
 - (d) To plan, direct and evaluate the work of the Employees and operations of the Agency
 - (e) Subject to all applicable funding allocations and service delivery requirements, to determine and set staffing levels, work schedules, hours of work and job duties, except where amended by the Collective Agreement.

The Agency agrees none of the above rights will be exercised in a manner that is inconsistent with the Collective Agreement.

ARTICLE 4 – HUMAN RIGHTS

4.01 **No Discrimination**

The Agency and the Union agree there shall be no discrimination exercised or practiced by either of them by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender identity, gender expression, sexual orientation, age, marital status, same sex partnership status, family status, disability, receipt of public assistance, record of offences, political and religious affiliation in accordance with the *Ontario Human Rights Code* (OHRC).

4.02 **No Harassment**

Every Employee has the right to freedom from harassment in the matter of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender identity, gender expression, sexual orientation, age, marital status, same sex partnership status, family status, disability, receipt of public assistance, record of offences, political and religious affiliation in accordance with the *Ontario Human Rights Code* (OHRC) Complaints of harassment shall be dealt with in accordance with the Grievance Procedure and will be investigated promptly. It is recognized that where the alleged harasser is the Employee's supervisor, a grievance may be filed directly at Step 2.

Harassment is defined as engaging a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

4.03 The Agency and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practised by either of them or their representatives or members upon any Employee because of membership or non-membership in the Union.

4.04 **Religious Accommodation**

The Agency acknowledges its obligation to meet the requirements of the *Ontario Human Rights Code* with respect to religious accommodation.

4.05 The rules, regulations and requirements of employment shall be limited to matters pertaining to the work requirements of each Employee.

ARTICLE 5 – UNION SECURITY AND MEMBERSHIP

5.01 **Union Membership**

All bargaining unit Employees shall pay union dues. New Employees shall pay dues at the commencement of employment. Dues shall be remitted to the National-Secretary Treasurer of the Union in a manner provided in Article 5.02.

5.02 **Dues Deductions**

- (a) Subject to Article 5.01, the Agency agrees to deduct from each payroll from all Employees covered by this Agreement the dues prescribed in writing by the Union. Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the 15th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, salaries and classifications and dues of Employees from whose wages the deductions have been made, with a copy to the Local Secretary-Treasurer.
- (b) At the same time that Income Tax (T-4) slips are made available, the Agency shall type on the amount of union dues paid by each Union member in the previous year.

5.03 **Information to the Union**

- (a) The Agency shall supply to the Union current names, the addresses, personal email addresses and telephone numbers of all Employees covered by this Agreement within fifteen (15) days of the signing of this Agreement.
- (b) The Agency shall supply to the Union in writing, within fifteen (15) days of commencement of employment, the current names, addresses, personal email addresses and telephone numbers of all newly hired Employees covered by this agreement; and agrees to inform the Union in writing, within fifteen (15) days, of the name of any Employee covered by this Agreement who tenders their resignation, is laid off or dismissed.
- (c) Every six (6) months the Agency will provide the current names, addresses, personal email addresses, telephone numbers, status, and position/program of all bargaining unit members to the Union. It is the responsibility of staff members to keep the Agency apprised of their current phone number, personal email addresses and address.

5.04 **Bulletin Board/Binder**

The Agency will provide a bulletin board and/or binder for the posting of bulletins and Union notices. Union notices shall be signed by a Union official and copies forwarded to the Executive Director of the

Agency. The bulletin board will be provided by the Agency at a mutually agreeable location where Bargaining Unit members regularly work.

ARTICLE 6 – UNION/MANAGEMENT RELATIONS

6.01 Labour Relations Consultation Committee

- (a) The Union and Agency shall each name two (2) representatives to the Labour Relations Consultation Committee. If further representation is felt to be necessary by either side, such a request shall be made in writing by one side to the other, five (5) days in advance of the meeting. The Committee shall be convened at least every three (3) months or more frequently as agreed between the parties. Meetings of the Committee shall not exceed two (2) hours in duration. Such notice shall contain the proposed agenda.
- (b) The Committee shall concern itself with discussing issues of mutual interest including workplace procedures and other matters relating to Employer/Employee relationships. Particular matters for discussion shall include all things relating to the provision of services.
- (c) Chairing of the meetings shall rotate between the Union and the Agency Representatives. Having consulted with both parties, it is the responsibility of the chairperson to finalize and distribute to both parties the agenda for such meetings ten (10) days in advance of such meetings.

By mutual agreement between Union and Management, items may be added to the agenda.

- (d) Committee members shall not suffer loss of pay or benefits for time spent in attendance at Committee meetings convened under this Article.
- (e) The Agency and the union representatives shall rotate minute taking for the meetings and send copies of said minutes to each of the parties within five (5) working days of the meeting. Upon agreement of the content of the minutes the agency representative and the union representative shall sign off on

two (2) copies of the minutes. The minutes shall be posted on the Union Bulletin Board.

- (f) General workload will be a standing item at Committee meetings for the purpose of discussing equitable and reasonable distribution of workload.

6.02 **Stewards**

- (a) The Union shall elect or appoint two (2) Stewards.
- (b) The Union shall notify the Agency in writing of the names of the Stewards, and the Union will inform the Agency of any changes in the list of Stewards within ten (10) days of the change.
- (c) It is agreed that a Steward shall not leave their regular duties nor shall they meet with other Employees during their working hours without receiving permission from their supervisor. Such permission will not be unreasonably withheld. Stewards or members of the Grievance Committee shall not suffer any reduction in regular salary for authorized time spent while engaged in a grievance investigation or presentation of a grievance.

6.03 **Union Grievance Committee**

The Agency agrees to recognize a Union Grievance Committee comprised of two (2) Stewards and the Vice President, and the names of these individuals shall be supplied by the Union to the Agency.

6.04 **Bargaining Committee**

The Union and Agency shall each name three (3) representatives to the Bargaining Committee.

It is recognized for the purpose of negotiations for the renewal of the Collective Agreement that the Employees who are members of the Union Negotiating Committee shall not suffer loss of regular straight time pay for hours spent in negotiations during normal daytime working hours. Compensatory time will be given at a ratio of 1:1 for after hours time spent on negotiations for the renewal of this Collective Agreement.

6.05 Representation of Canadian Union of Public Employees

The Local Union shall have the right to have the assistance of a representative of the National Union regarding grievances or for meetings with the Agency. Such representative shall, on advance request to the Executive Director or their designate, have access to the Shelter at a reasonable time in order to confer with the steward(s) and to investigate and assist in the settlement of a grievance, provided that such meeting will not adversely affect service levels.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 (a) For the purpose of this Agreement, a grievance is defined as a claim by an Employee or a group of Employees, or by the Union, or by the Agency, that there has been a violation, misinterpretation, improper application or faulty administration of one or more of the particulars of this Agreement. An earnest effort shall be made to settle disputes fairly and promptly in the following manner:
- (b) At all stages of the grievance process, advance notice must be given by both Union and Management as to whom is attending any meetings. The persons involved in the grievance must be present at all meetings during this process.
- (c) After a grievance has been initiated by the Union, the Agency's representatives shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employee, without the consent of the Union.
- (d) Employees involved in the grievance and arbitration procedure shall not suffer loss of wages or seniority during such process. This clause does not apply to the grievor for arbitration.

7.02 Grievance Procedure

It is the mutual desire of the Agency and the Union that Employee complaints shall be addressed as quickly as possible. If an Employee has a complaint, they shall be required to discuss it with their immediate supervisor within five (5) days after the circumstances have occurred, or the date the Employee ought reasonably to have become aware of such circumstances, prior to resorting to the

Grievance Procedure outlined herein. The Employee shall have the right, upon request, to have a Union Steward present at the informal stage.

Attempts at such informal settlement of complaints shall not exceed ten (10) days from the date the Employee ought reasonably to have become aware of the situation. Within the time limits, complaints that are resolved will be signed off by both the Employee and the supervisor.

(a) **Step 1**

The Union may file a grievance on behalf of an Employee to the appropriate supervisor within fifteen (15) days after the circumstances giving rise to the grievance have occurred, or the date the Employee ought reasonably to have become aware of such circumstances. The grievance shall be in writing on a grievance form, shall include the nature of the grievance, the article(s) being grieved and the remedy sought. The Union and Management shall meet within five (5) days of the grievance being filed, unless extended by the agreement of the parties, after which the supervisor shall deliver their response in writing to the Union within five (5) days.

(b) **Step 2**

Failing settlement at Step 1, the Union may submit the grievance in writing to the Executive Director within ten (10) days. A meeting will then be held between management, including the Executive Director, and the Union. Such meeting shall be held within ten (10) days of the submission of the grievance at Step 2 unless extended by the agreement of the parties. It is understood that a National Representative of the Canadian Union of Public Employees may be present at such meetings at the request of either party (the Agency or the Union). The Agency shall deliver a decision in writing within five (5) days of the meeting.

7.03 Policy Grievance

It is agreed that a policy grievance relating to the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable, shall originate under Step 2.

7.04 **Arbitration Procedure**

- (a) Failing a satisfactory settlement being reached at Step 2, the Union or the Agency may decide to refer the dispute to arbitration within twenty (20) days after the decision of the Executive Director has been received. The grievance will be referred to a Single Arbitrator at the written request of either of the parties hereto.

The Union or the Agency can mutually agree to refer a grievance to a Board of Arbitration instead of a single Arbitrator.

- (b) When either party requests that a grievance be submitted to a single Arbitrator, the request shall be in writing addressed to the other party to this agreement and shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, other arbitrators may be proposed by either party. If an acceptable arbitrator is not agreed upon within five (5) days, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator.
- (c) The Board of Arbitration shall be composed of one (1) person appointed by the Agency, one (1) person appointed by the Union and a third person to act as Chairperson chosen by the two members of the Board.
- (d) Within seven (7) working days of the request by either party that a Board of Arbitration be struck, each party shall notify the other in writing of the name of its appointee. Should either party fail to name an appointee in accordance with this clause, the other party may request the Minister of Labour to name an appointee for the defaulting party.
- (e) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (f) Should the appointees fail to agree on a third person within five (5) working days of the notification mentioned above in 7.04(c), either party may request that the Minister of Labour appoint a person to act as Chairperson.

- (g) The decision of the Arbitrator/Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- (h) The Arbitrator/Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to give any decision inconsistent with the terms and provisions of this Agreement.
- (i) Each of the parties to this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.

7.05 **Time Limits**

The time limits fixed in this Article are mandatory but may be extended by the mutual consent of both parties in writing.

7.06 **Discipline and Discharge Grievances**

- (a) Discharge or discipline grievances shall first be heard beginning at Step 2.

ARTICLE 8 – DISCHARGE AND DISCIPLINE

- 8.01 Discharge may only be affected upon the authority of the Executive Director. Prior to the imposition of discipline or discharge, an Employee and/or Union representative shall be given the reason for consideration of such action.
- 8.02 The Employer when requesting to meet an employee shall disclose the nature of the meeting in advance. The Employer shall inform an Employee they have the right, upon their request, to have Union representation when attending an investigatory meeting that could result in discipline and when discipline is being imposed and thereafter throughout the discipline process. If the Employee declines union representation they will be required to indicate their decision in writing.

8.03 All discipline issued to Employees shall be in writing with one (1) copy provided to the individual concerned, and one (1) copy supplied to the Union Steward upon agreement of the Employee.

8.04 If an Employee who has acquired seniority believes that they has been suspended or discharged without just cause, the grievance shall be presented at Step 2 within ten (10) days after notice has been given to the Employee. If a suspension is grieved, the Agency may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.

8.05 **Probationary Employees**

It is recognized that probation is a period during which the Agency has the right to assess an Employee to determine whether such Employee is, in the sole opinion of the Agency, acceptable for employment. It is therefore recognised that probationary Employees may be released at the sole discretion of the Agency during the probationary period and that such release shall be deemed to be for just cause and not arbitrable, provided such release is not arbitrary, discriminatory or in bad faith.

ARTICLE 9 – PERSONNEL FILES

9.01 An Employee shall, upon giving one (1) day advance notice to the Executive Director or their designate, have access to and be allowed to review their personnel file in the administration office. It is understood that such files shall be kept under lock and key at all times.

9.02 No evidence from the Employee's record, of which the Employee had not been made aware, may be introduced as evidence in any hearing. An Employee shall have the right to make copies of any material contained in their personnel file.

9.03 Eighteen (18) months following a suspension or discipline action, including letters of reprimand or any adverse reports, such documentation of suspension or disciplinary notice shall be removed from the Employee's record and shall not be used against them/him.

ARTICLE 10 – SENIORITY

- 10.01 Seniority is defined as the length of continuous service since the last date of hire with the Agency.
- 10.02 (a) The Agency shall maintain a full time seniority list showing the date upon which each Employee's service commenced. Seniority of people hired the same day will be determined alphabetically by surname.
- (b) The Agency shall maintain a separate part time/relief seniority list showing the total hours each Employee has worked since date of hire.
- (c) Up-to-date seniority lists shall be posted on the bulletin board in the months of January and July of each year.
- 10.03 An Employee shall lose seniority in the event of the following:
- (a) Dismissal for just cause,
- (b) Resignation,
- (c) Lay-off for twenty-four (24) consecutive months,
- (d) Failure to report back to work within fifteen (15) days after a recall notice, unless unable to do so because of a job protected leave, physical or mental infirmity.
- (e) Utilizes a leave of absence, including sick leave, for purposes other than those for which the leave was granted, or who fails to report for duty on the first (1st) day following the expiration of a leave of absence, unless a reasonable explanation is given;
- (f) Has been absent for three (3) consecutive working days without having notified the Agency, unless a reasonable explanation is given.
- 10.04 (a) Where a full-time Employee transfers to a part-time/relief position, seniority shall be converted on the basis of one (1) calendar year of service equals 2080 hours worked.

- (b) Where a part-time or relief Employee transfers into a full-time position, seniority shall be converted on the basis of 2080 hours worked equals one (1) calendar year of service.

ARTICLE 11 – POSTINGS AND JOB SECURITY

11.01 Management will establish minimum job specifications and qualifications for all positions within the bargaining unit. Copies of all job descriptions shall be in the Policy & Procedure binder. Any updates to job descriptions shall be provided to the Union.

11.02 Job Security

- (a) Employees whose jobs are not in the bargaining unit shall not perform bargaining unit work if as a result of this, bargaining unit Employees are laid off. Nothing herein shall preclude qualified non-bargaining unit Employees from performing bargaining unit work in the case of emergency or where Employees are not readily available.

Volunteers or students shall not perform the responsibilities of a bargaining unit Employee if as a result of this bargaining unit Employees are laid off.

- (b) To the extent permitted by the Agency's resources it will endeavour to keep filled all existing staff positions, and will keep the Union informed through the Labour Relations Consultation Committee in this regard.

11.03 Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Agency shall notify the Union in writing and post notice of the position on the bulletin board mutually designated for this purpose. The notice shall be posted internally for a period of not less than five (5) days for a position less than six (6) months in duration and not less than ten (10) days for permanent and/or contract positions beyond six (6) months. The Agency will email notices of vacant positions to all staff including staff on leave. In situations of short term contracts of less than six (6) months the agency will email all staff via personal email addresses that are provided to the Agency.

All external postings shall state that this is a CUPE unionized workplace. All external resumes received prior to the completion of the internal hiring process shall be stored unopened and no external candidate will be interviewed until such time as the internal hiring process is completed.

11.04 Such notice shall contain the following information:

- (a) job title;
- (b) requirements of the position;
- (c) hours of work/shift;
- (d) wage or salary rate or range;
- (e) work location.

11.05 Application for employment shall be made in writing.

When filling job vacancies within the bargaining unit the Agency shall consider the following two (2) factors:

- (a) the qualifications, skill and ability to perform the normal requirements of the job; and
- (b) the seniority of the Employee(s) concerned.

When the factors in (a) are relatively equal as between two (2) or more Employees, then seniority shall be the determining factor.

- 11.06
- (a) Within five (5) days of commencing employment the agency agrees to acquaint new Employees with its policies, procedures and service expectations
 - (b) All new Employees shall be given a 1:1 twenty (20) minute Union orientation within their first five (5) shifts of employment after notification to the Union of the newly hired Employee. There shall be no loss of pay for any bargaining unit member participating in this orientation.
 - (c) A Union representative will be permitted to attend orientation events for new members, and to give a brief presentation about the Union. At the request of the Union representative, Management will not be present for this portion of the orientation.

- (d) All new Employees employed at the shelter shall be provided three paid shadow shifts before commencing their probation period.

11.07 It is understood that a bargaining unit Employee who obtains a contract position, including positions outside the bargaining unit, but within the agency maintains their seniority and retains their right to return to their position or a comparable position within the bargaining unit at the end of the contract position. Such Employee maintains their rights under the Collective Agreement unless it conflicts with the terms of the Collective Agreement.

ARTICLE 12 – PROBATIONARY EMPLOYMENT/TRIAL PERIOD

12.01 Probation Period

- (a) Newly hired Employees will be on probationary status for sixty (60) days worked or six (6) months whichever comes first. A written assessment will be made at the end of thirty (30) days worked, or two (2) months, whichever comes first and at the end of sixty (60) days worked or six (6) months, whichever comes first.

At the end of the sixty (60) days worked or six (6) months, as the case may be, the Employee will either be confirmed as a permanent Employee, or have probation extended for not more than two (2) further months with mutual agreement with the Union, or be terminated in writing, copied to the Union.

In the case of Employees who successfully complete probation, the Agency shall confirm this in writing to the Employee.

- (b) In the case of an Employee being appointed as a permanent Employee or being awarded another contract position in the same job classification as they held previously, it is unnecessary to repeat the probationary period.
- (c) A probationary Employee who is the successful applicant for a position under Article 11.07 will not be required to start the probationary period again.

- (d) After the probationary period has expired, if the Employee has been confirmed in employment, their seniority shall be retroactively established effective the date of hire in the Bargaining Unit.

12.02 **Rights During Probation**

- (a) A probationary Employee, as defined in Article 12.01, shall be entitled to all rights and benefits of the Collective Agreement, other than Article 18 (Sick Leave), Article 19 (Leaves of Absence) except 19.05, Article 22 (Benefits and subject to this Article and Article 8.06).
- (b) A probationary Employee will accumulate vacation days in accordance with Article 17.01, but shall not be entitled to take vacation days with pay until completion of probation.
- (c) A probationary Employee will be entitled to paid holidays in accordance with Article 16.01, with the exception of the floater days.

12.03 **Trial Period**

- (a) Where a seniority Employee is the successful applicant for a position within the Bargaining Unit, the Employee shall be placed on trial in the new position for a period of forty (40) days worked or two (2) months, whichever comes first.
- (b) During the trial period they will receive the appropriate training for the position. On or before the end of the forty (40) days worked or two (2) months, as the case may be, Employees on trial in a new position will either:
 - (i) Be confirmed in the new position.
 - (ii) Have the trial period extended upon mutual agreement of the Union for up to another forty (40) days worked, or two (2) months, whichever comes first, or;
 - (iii) Be returned to their former position.
- (c) In the event the Employee proves unsatisfactory in the position during the trial period, or if the Employee is unable to continue

to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of position shall also be returned to their former position, salary rate, without loss of seniority.

ARTICLE 13 – RESTRUCTURING

- 13.01 The Agency agrees to discuss with the Union, through the Labour Relations Consultation Committee, the anticipated effect of any technological changes and/or organizational change, including any partnership, merger or amalgamation, on the employment status of Employees and to consider practical ways and means of minimising the impact, if any, upon Employees concerned.
- 13.02 Any reports or recommendations made to the Board of Directors dealing with matters of restructuring as outlined in Article 13.01 above shall be provided, in writing to the Union.
- 13.03 Where as a result of technological and/or organizational change, new or greater skills are required than are already possessed by affected Employees, the Agency will endeavour to provide such Employees with applicable training.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01 A lay-off shall be defined as a reduction in the workforce or the permanent reduction of a position or a reduction in an Employee's regular daily or weekly hours of work.
- 14.02 In the event of a proposed layoff of a permanent nature or the elimination of a bargaining unit position, the Agency shall not withhold such plans, and will provide at least three months (3) months advance notice to the Union unless unable to do so due to unanticipated circumstances. Following such notice, the Agency will hold discussions with the Union through the Labour Relations Consultation Committee within ten (10) days to discuss alternatives and afford the Union a reasonable opportunity to consider them and, make representations to the Agency.

14.03 No full-time Employee shall be laid off by reason of their duties being assigned two or more part-time Employees.

14.04 **Layoff Procedures**

- (a) In the event that the Agency decides to proceed with layoffs, it agrees to hold discussions with the Union through the Labour Relations Consultation Committee with respect to procedures that will be applied for the redeployment of staff (where possible). In the event of redeployment, Employees shall receive job specific training (internal/external) as needed and deemed appropriate by the Executive Director or designate.
- (b) The Agency agrees to provide to any bargaining unit Employee who is being laid off after the bumping procedure is completed notice in accordance with the *Employment Standards Act*.
- (c) An Employee in receipt of a layoff notice may:
 - (i) Elect to bump an Employee with less seniority provided the Employee exercising such right has the qualifications, skill and ability necessary to perform the normal requirements of the job of the Employee being bumped. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice and bumping rights in accordance with the layoff provisions of this Agreement.
 - (ii) Elect to accept layoff and maintain recall rights, subject to the terms of this Agreement; or;
 - (iii) Provided there are qualified Employees available to fill the vacancy created the Agency, in the event of a layoff, shall offer Employees in order of seniority the opportunity to accept a layoff, relinquish recall rights and accept a separation allowance of two (2) weeks' salary for each year of employment, plus a prorated amount for any additional partial year of employment.

14.05 **Rights During Layoff**

- (a) Employees subject to a permanent layoff will be given a reasonable amount of time off with pay during their working notice period for the purpose of attending job interviews.

- (b) In the event of a layoff of an Employee, the Agency shall pay the insured premiums for three (3) months after the month in which the layoff occurs. After such period, the Employee may elect to pay the premiums as long as they maintain recall rights, pending approval by the insurance carrier.
- (c) Employees shall continue to accumulate seniority while on layoff, subject to Article 10.03.
- (d) New Employees shall not be hired until qualified Employees on layoff have been given an opportunity of recall.
- (e) Employees on lay-off shall provide the Agency with an effective mailing address. Employees on layoff shall receive, at their last notified address, all notices of vacancy posted by the Agency.
- (f) Employees who are on layoff shall be given preference by seniority for temporary vacancies that are expected to exceed twenty (20) days, provided they meet the minimum job specifications and qualifications of the job. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

14.06 **Recall Procedures**

- (a) Employees shall be recalled to available permanent openings, in order of seniority, provided they have the ability, skills and qualifications necessary to perform the normal requirements of the job.
- (b) Recall notices will be sent by email and registered mail or courier service to the last notified address. Within ten (10) days of the receipt of recall notice Employees on layoff shall indicate their intention to return to the Agency's employ, or shall resign. Receipt of the recall notice will be deemed to occur two (2) days after the notice is sent by registered mail or courier. The Agency will endeavour as far as is practicable, to accommodate laid off Employees in the matter of restart days in order to allow the Employee to provide appropriate notice to a new Employer.

14.07 Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

- 15.01 Nothing in this article shall be construed as creating a guarantee of hours of work per day or per week.
- 15.02 The normal hours of work for fulltime Employees shall be forty (40) hours per week, including paid meal breaks.
- 15.03 The normal hours of work for part-time Employees covered by this Agreement shall be up to fifty-six (56) hours in a two (2) week period, with a half (½) hour paid lunch period.
- 15.04 (a) In filling anticipated vacant shifts the Agency will notify all relief staff at least one (1) week in advance of the day the schedule is required to be posted of all vacant shifts (notification shall be by email. , Relief Employees will have three (3) days to respond with their availability to accept such shifts. The Agency will equitably distribute all available shifts amongst those Employees who indicated their availability and will notify Employees by providing them with a copy of the schedule posted on the first of each month.
- (b) If an anticipated vacant shift remains unfilled, it will be offered to part-time Employees in order of seniority. If an anticipated vacant shift continues to remain unfilled the shift will be offered to full time Employees in order of seniority.
- (c) The Agency agrees that the relief pool will not be used in order to avoid filling a permanent position or a temporary vacancy expected to last for more than thirty (30) calendar days.
- (d) Unanticipated Vacancies

In filling unanticipated vacant shifts relief staff shall be contacted in order of seniority on a rotational basis. A Relief Employee shall indicate to the Agency which shift(s) they are available to work and any changes as they arise.

The calls will commence at the top of the list and continue until an Employee accepts the shift. The staff member making the calls shall endeavour to provide the relief staff called a reasonable amount of time in the circumstances to call back and accept the shift. For the next available shift, the calls will commence with the

next Employee on the list after the Employee who last accepted a shift.

If the unanticipated vacant shift remains unfilled, it will be offered to part-time Employees in order of seniority. If the unanticipated vacant shift continues to remain unfilled the shift will be offered to full time Employees in order of seniority. A log will be maintained to indicate the results of all calls.

- 15.05 Full time Employees shall have two (2) consecutive days off per week unless otherwise mutually agreed. Full time Employees shall not be required to work weekends unless they mutually agree.
- 15.06 Part time Employees shall be permitted to schedule a weekend off from time to time. Subject to operational requirements and compliance with Article 17.02, part time and contract Employees shall be permitted to schedule time off for unpaid vacation time in accordance with the *Employment Standards Act*.
- 15.07 Employees shall be permitted a two (2) daily rest periods of fifteen (15) minutes, to be taken approximately two (2) hours after shifts starts and two (2) hours before shift ends. In addition, an Employee shall be provided with a minimum one-half (1/2) hour paid eating period to be taken approximately half way thru the shift and at such interval as will result in an Employee working no longer than five (5) consecutive hours without an eating period. At all times, the Employer will provide suitable facilities for Employees to take their rest periods.
- 15.08 Where a part-time/relief Employee reports to work, having been asked and agreed to work the shift and work is not available, they will be paid four (4) hours pay at their regular hourly rate of pay.
- 15.09 Management shall be responsible for the creation of the work schedule. The Schedule shall be posted the first of the month prior to the effected month and will not be altered without the mutual consent of the agency and the Employee concerned.

Requests for time off shall be submitted to Management eight (8) days prior to the posting of the schedule unless due to extenuating circumstance. Lieu time, floating holidays and vacation requests shall be dealt with in accordance with their respective articles. Verified emergency medical appointments shall be accommodated.

Employees may exchange shifts from time to time upon notification and approval of the immediate supervisor. Such approval not to be unreasonably withheld.

All efforts are made by the Agency in sending out the schedule via email to all Relief Employees. Should an employee not receive the email due to unforeseen circumstances, it is the Employees responsibility to contact the manager for a copy. If Employee changes their email address it is the Employee's responsibility to inform their manager.

15.10 **Overtime**

An Employee who is authorized by their supervisor to perform work exceeding one-half hour over and above the normal work week as defined in Article 15.02, shall be compensated on the following basis:

- (a) For any overtime hours worked above forty-four (44) hours in a work week, an Employee will be compensated at time and one half. An Employee may choose time and one half (1½) pay or take equivalent time off in lieu.
- (b) Scheduling of lieu time requires prior authorization of the Employee's supervisor and may be taken in conjunction with other leaves. Such permission will not be unreasonably withheld.

The Agency has the right to ensure that lieu time is used up in a timely manner. Such decisions will not be made without consultation with the Employee.

- (c) If an Employee leaves their employment for any reason, or if the Employee is unable to schedule lieu time off within twelve (12) months of its accumulation, such Employee shall be entitled to a payout of any accumulated compensatory time.

15.11 **Staff Meetings**

Employees off shift who are required to attend staff meetings will be compensated a minimum of two (2) hours straight time plus up to one (1) hour travel time for each such meeting attended.

If the meeting was cancelled and an Employee does not receives notification and arrives at the previously scheduled meeting they shall be paid three (3) hours pay or provided the opportunity to work the three (3) hours suitable work at the Employers discretion.

ARTICLE 16 – PAID HOLIDAYS

16.01 The following twelve (12) holidays shall be granted with pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada (Dominion) Day	Boxing Day

Two (2) floater day (to be taken at a time mutually agreed upon between staff member and supervisor).

16.02 When a statutory holiday falls on a Saturday or Sunday, the Agency will observe the holiday on either Friday or Monday, in keeping with general practice in the community.

16.03 (a) When a full time Employee works on a paid holiday, the Employee shall be paid their regular rate of pay for all hours worked and will be able to bank time at the rate of time and one half (1½) for all hours worked on such holiday.

(b) When a part time/relief Employee works on a paid holiday, the Employee shall be paid at the rate of time and one half (1½) for all hours worked on such holiday.

(c) Staff will be notified of paid holiday shift vacancies at least thirty (30) days in advance. Staff will submit their shift bids of the paid holidays within three (3) days of the email notification. All available shifts will distributed on a seniority basis.

As relief employees are required to work on paid holidays they will be then scheduled to fill any remaining vacancies on a reverse seniority basis respecting their declared paid holiday availability at the time of hire in accordance with Article 20.01.

16.04 Public Holiday Pay

A Full time Employee shall receive one (1) day's pay at their regular rate of pay for all days listed in 16.01. Payment for other Employees shall be the total amount of regular wages earned and vacation pay payable to the Employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by twenty (20).

16.05 Employees who for religious or cultural reasons wish to observe alternate holidays may choose to use a floater day for the observance or work any of the designated holidays and observe the alternate holiday(s).

If an Employee chooses to work on a designated holiday in order to receive an alternate holiday, they shall be paid for work performed on the designated holiday in accordance with the applicable provisions of the ESA.

Employees shall inform the Agency of any religious or cultural holiday accommodation request by January 15th of each year.

ARTICLE 17 – VACATION

17.01 (a) All full-time Employees shall accrue a number of vacation days with pay commencing on January 1st of each year on the following basis:

- i) First year of employment a maximum of fifteen (15) days on a prorated basis.
- ii) One (1) and subsequent years of employment, three (3) weeks
- iii) Four (4) ~~Five (5)~~ and subsequent years of employment, four (4) weeks.
- iv) Eight (8) and subsequent years of employment, five (5) weeks.
- v) Fifteen (15) and subsequent years of employment, six (6) weeks.

(b) A week equates to forty (40) hours and a day equates to eight (8) hours of regular straight time wages.

- (c) Employees may book their vacation in one (1) day increments with prior approval of the Employer.
- (d) It is agreed that an Employee may take up to half their entitlement prior to June 1st.
- (e) All part-time Employees shall be entitled to vacation pay on the following basis:
 - (i) First year and subsequent years of employment, 4% (per cent)
 - (ii) Three (3) and subsequent years of employment, 5% (per cent)
 - (iii) Five (5) and subsequent years of employment, 6% (per cent).
 - (iv) Ten (10) and subsequent years of employment, 8% (per cent).

Part Time Employees shall be permitted to schedule unpaid scheduled time on the following basis:

 - (i) First year and subsequent years of employment, two (2) weeks.
 - (ii) Three (3) and subsequent years of employment, two and one half (2½) weeks.
 - (iii) Five (5) and subsequent years of employment, three (3) weeks.
 - (iv) Ten (10) and subsequent years of employment, four (4) weeks.
- (f) All relief Employees with up to two thousand five hundred (2500) hours of service shall receive four (4%) vacation pay. Relief Employees with two thousand five hundred (2500) hours of service shall receive five (5%) vacation pay. Relief Employees with four thousand (4000) hours of service shall receive six (6%) vacation pay.

17.02 Vacations shall be authorized by the Executive Director and/or supervisor.

Vacation requests for July 1st to December 31st shall be submitted by April 1st and the vacation schedule posted by April 30th.

Vacation requests for January 1st to June 30th shall be submitted by October 1st and the vacation schedule posted by Oct 31st.

Requests shall be granted on the basis of seniority if requested by April 1st and October 1st deadlines.

If a request is submitted after the April 1st or October 1st deadlines it shall be granted on a first requested basis. The Employer shall inform the Employee by September 1st of each year how many unused/unscheduled vacation credits available. Except in exceptional circumstance requests for vacation between December 14-24 will not normally be granted.

Vacation request approval shall not be unreasonably denied.

Employees are expected to take their annual vacation by December 31st.

Employees may carryover vacation to a maximum of one (1) week vacation to be taken on or before March 31st of the next vacation year.

Where an Employee is unable to utilize their vacation they may choose to be paid for any unused credits. Subject to operational requirement, accumulated overtime and floater days to a maximum of two (2) weeks may be used in conjunction with vacation credits.

- 17.03 The vacation year is January 1st to December 31st. Employees starting after January shall have their vacations pro-rated accordingly.
- 17.04 Should a statutory holiday fall within a vacation period, an employee may choose for an extra day to be added to the vacation period.
- 17.05 Should an Employee be on sick leave or under Workplace Safety and Insurance Board benefits prior to a scheduled vacation period and the illness extends into the vacation period, the Employee shall be considered to be on sick leave until recovered, and the vacation rescheduled.
- 17.06 Where an Employee's scheduled vacation is interrupted due to illness or injury, the Employee shall be entitled to sick leave in accordance with Article 18. Upon presentation of a medical certificate obtained during the period of illness by a qualified medical practitioner, the portion of the Employee's vacation which is deemed to be sick leave will not be counted against the Employee's vacation credits and the vacation will be rescheduled.

- 17.07 Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 19.01. The portion of the Employee's vacation, which is deemed to be bereavement leave, will not be counted against the Employee's vacation credits and the vacation will be rescheduled.
- 17.08 If an Employee terminates employment with the Agency prior to December 31st and they have not taken their vacation credits they shall be paid any remaining vacation credits. If an Employee terminates employment with the Agency prior to December 31st and has taken more than their vacation credits they will be required to repay the Agency for any vacation credits owing.

ARTICLE 18 – SICK LEAVE

- 18.01 All full-time Employees shall accrue one and one quarter (1 1/4) sick days per month of service to a maximum of seventy-five (75) days. Part time Employees shall receive one (1) sick day for every 160 hours worked. Banked sick time shall have no monetary conversion value and there shall be no payout of sick time.

Full time employees may use up to 6 days per year of their sick time for Well Being days. These days may used on short notice and require the approval of the Supervisor/Manger. Approval will not be unreasonably denied. Approval may rely on shift coverage and the Agency will make all efforts to attain shift coverage. In the event where the shift cannot be covered the Employee will work and the Agency and Employee will agree to an alternate shift off as soon as possible thereafter.

Full time employees may use up to an additional three (3) days per year of their sick time for Personal Absence Days. Personal Absence Days can be scheduled no less than two (2) weeks in advance and will be approved upon shift coverage. All efforts will be made by the Agency to attain shift coverage.

Personal Absence Days and Mental Well Being days cannot be scheduled consecutively or immediately prior to, immediately after or during scheduled vacation. Full time Employees may use Well Being days as Personal Absence Days. Personal Absence Days cannot be used as Well Being Days.

Any Well Being days or Personal Absence days not used during the year will be converted to sick days to carry over into the Employees sick bank time.

- 18.02 It is the responsibility of Employees to report absence due to illness to their immediate supervisor, in advance, if feasible. Employees may normally be required to furnish evidence of illness or injury after three (3) days (or 24 hours) of continuous illness or after five (5) days (or 40 hours) of illness within a sixty (60) day period. If the Employer requires a doctor's note it shall be requested during the period of absence and shall be dated during the period of absence.
- 18.03 Where a fee is charged for a doctor's note required by this Article, the Agency will pay the fee.
- 18.04 When required in accordance with Article 18.02 above, medical evidence of illness during the period of absence, shall be provided by the Employee's treating physician and shall certify the following:
- (a) The date of the Employee's illness and the date seen by the physician;
 - (b) That there is a need for the Employee to be absent from work; and;
 - (c) The estimated time the Employee will not be fit to work.
- 18.05 All full time Employees shall be entitled to continuation of pay when absent due to being responsible for attending to the illness, injury or disability of an immediate family member up to a maximum of their accumulated sick credits. If an Employee requires more time off they shall be either granted accumulated lieu time, vacation time, floater days, unpaid leave or on EI Compassionate Care Leave. An Employee shall be returned to their former position upon completion of the leave.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Bereavement Leave

- (a) Employees will be granted leave with pay for five (5) days for bereavement leave in the Employee's immediate family. "Immediate family" is defined as common-law partner, child, parent, sister, brother, grandparent, grandchild.

- (b) Employees will be granted leave with pay for three (3) days for a bereavement of an Employee's brother-in law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law.
- (c) Employees will be granted leave with pay for one (1) day for a bereavement of an employee's aunt, uncle, niece or nephew.
- (d) Part time, Relief and Contract Employees shall be granted paid time for any scheduled days/shifts that fall within the applicable days outlined in (a) and (b) above.
- (e) Where out of town travel (i.e. greater than 100 kms from home is required), an additional day's leave with pay shall be granted.
- (f) In the event an Employee requires additional leave the Employer will continue to work with the Employee to endeavour to accommodate additional time off.

Note: The above shall include relationships arising from marriage or common-law relationships.

19.02 **Jury Duty and Witness Leave**

Should an Employee who would otherwise be at work be required to appear in court or before a similar body for purpose of jury duty, the Agency shall grant leave with pay to the Employee with prior notice. Any stipend received for this duty shall be turned into the Agency. If an Employee is subpoenaed as a Crown witness the Employee shall suffer no loss of pay as a result of such subpoena.

19.03 **Pregnancy and Parental Leave**

- (a) A pregnant Employee shall be entitled to seventeen (17) weeks pregnancy leave and sixty-one (61) weeks parental/adoption leave. A parent who is not entitled to pregnancy leave will be entitled to sixty-three (63) weeks parental/adoption leave. During this leave, the Agency will provide all benefits; and seniority and service credits shall continue to accumulate. An Employee on leave shall be immediately entitled to any changes in the benefits provided for in the Collective Agreement.
- (b) Full time Employees who have been employed one year who are on pregnancy/parental/adoption leave shall receive, provided

they are in receipt of Employment Insurance benefits, the following payments:

- (i) The first two (2) weeks of leave sixty (60%) percent of their salary.
 - (ii) The following fifty (50) weeks, payments twenty percent (20%) above the current EI rate.
- (c) Upon returning from pregnancy/parental leave, the Agency shall reinstate the Employee in their former position. If the former position no longer exists, they shall be placed in a comparable position.
- (d) An Employee on pregnancy/parental leave shall be entitled upon their return, to any increments due to negotiated pay increases or reclassification, which were affected during the leave of absence.

19.04 **Union Leave**

The Agency may grant leave upon request to Employees wishing to attend functions of the Union. The Union shall submit such request in writing to the Agency not later than five (5) days in advance. Such requests shall not be unreasonable denied.

19.05 **Union Office/Public Office - Leave of Absence**

Upon receipt of reasonable written notice, the Agency will grant leave of absence of up to two (2) years without pay, and without loss of seniority or job classification, to no more than one (1) Employee at any one time who is elected or appointed to positions with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress, or the Federal, Provincial or Municipal Government.

19.06 **Leave – O.A.I.T.H.**

The Employer may be affiliated with O.A.I.T.H. If an Employee is authorized to attend O.A.I.T.H. functions, they will be granted time off without loss of pay to attend association meetings, conferences and training.

19.07 Special Leave Without Pay

The Agency may grant an unpaid leave of absence of up to twelve (12) consecutive months, provided the Employee gives notice in writing to their supervisor of their request for a leave-of-absence at least thirty (30) days prior to the proposed commencement of the leave-of-absence (except in the case of an emergency). Approval of the leave must come from the Executive Director or their designate. Approval of such leave will not be unreasonably withheld. Seniority will continue to accrue for the first ninety (90) days of special leave and shall be maintained for the balance thereof.

19.08 Benefits on Leave of Absence

- (a) Employees on approved medical leave due to non-occupational illness or injury will have their benefit premiums continued for the period they are in receipt of sick pay, EI sick benefits (including the two (2) week waiting period) and on LTD.
- (b) Employees on other leaves of absence will have their benefit paid for a two (2) month period.
- (c) The Employee may choose to continue to be enrolled in the benefit plan beyond the above mentioned two (2) month period to the extent permitted by the Agency's insurance carrier, with the Employee making arrangements to reimburse the Employer for the full premium cost.

ARTICLE 20 – RELIEF AND CONTRACT EMPLOYEES

20.01 At the time of hiring Relief Employees shall notify the Agency in writing of their availability for regular shifts and statutory holidays. Any relief employee who is an Employee as of the date of this agreement shall notify the Agency in writing of their availability. If during their employment a Relief Employee's availability changes it is the responsibility of the Employee to inform the Agency of the change. Relief Employees are expected to maintain an open availability of 60% of shifts offered by the agency. If the Relief Employee's availability changes to below 60% then they will be expected to discuss this with their supervisor and if an improvement cannot be made to availability their employment can be terminated. If the relief Employee does not

accept work in a sixty (60) day period, unless they are on a job protected or approved leave their employment can be terminated.

- 20.02 If a relief Employee accepts and rejects three (3) shifts within a six (6) month period without providing five (5) days' notice or fails to agree to accept three (3) unanticipated shifts in a row within their time of stated availability; except for medical reasons, then the Employee will be required to meet with their supervisor, or their designate, to discuss their lack of appropriate notice and may be subject to progressive discipline. A relief Employee will not be offered any further shifts until they have met with their supervisor.
- 20.03 Except as modified by this Article or as otherwise stated in this Agreement, all Articles in this Collective Agreement shall apply to relief Employees.
- 20.04 Articles 18 and 19 – Leaves of Absence granted under the Collective Agreement – shall not apply except 19.01 (d), 19.04, 19.05 & 19.07 and as required by the *Employment Standards Act, 2000*.
- 20.05 Article 17 – Vacations – shall be amended to provide four percent (4%) in lieu of vacation credits, payable on each payday.
- 20.06 Article 16 – Paid Holidays – amend to provide:
- Relief Employees shall be paid at the rate of one and one half (1 ½) times their regular hourly rate of pay for all hours actually worked on a statutory holiday (12:00 a.m. – 11:59 p.m.) as outlined in article 16.01.
- 20.07 If a contract Employee is hired, the following conditions will apply:
- Wage rate – as per Schedule A
 - Article 4
 - Article 5
 - Article 7 (as it relates to articles that affect them)
 - Article 8
 - Article 15
 - Article 16
 - Article 18.01, 18.02, 18.03 & 18.04
 - Article 19.01, 19.02
 - Article 21
 - Article 23

- Article 25
- Vacation pay – 4%

20.08 If a contract Employee works beyond a one (1) year period, the Employee will be confirmed as full-time or part-time as applicable. Such Employee's seniority shall be backdated to their original date of hire upon successful completion of the probationary period.

Despite the general provision above, where an employee on pregnancy/parental leave is granted a further special leave beyond the fifty-two (52) week pregnancy/parental leave, provided for herein, the contract Employee(s) working in a contract position as a result of that leave shall remain and be considered a contract Employee for the period of the further special leave (up to a maximum of a further fifty-two (52) weeks).

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Periods

Employees shall be paid bi-weekly on a Thursday in accordance with Schedule A. The pay slip for each Employee shall indicate hours worked and/or salary and any premium or bonus shall be indicated separately from the base rate and the premium/bonus

21.02 Travel and Meal Allowances

An Employee shall be reimbursed for expenses incurred on behalf of transportation, travel, parking and meals in relation to Agency responsibilities as follows:

- (a) Authorized mileage will be reimbursed at the rate of fifty-three (53¢) per kilometre.
- (b) If the Agency requires an Employee to transport clients in their own vehicle the Agency will reimburse the Employee two hundred (\$200) dollars per year for increased cost of purchasing increased liability and/or business use insurance.
- (c) Authorized and reasonable out-of-pocket expenses incurred during the course of their employment shall be reimbursed upon provision of valid receipts.

- (d) Employees shall submit expenses for reimbursement on a quarterly basis by the tenth (10th) of July, October, January and April. Employees may submit expenses on a monthly basis.

ARTICLE 22 – BENEFITS

22.01 Benefit Plan

- (a) Benefits will commence after three (3) months of employment. The Agency agrees to pay one hundred percent (100%) of the premium cost of all benefits currently in place for all full time Employees. Benefits shall terminate when you retire or reach age seventy (70), whichever is earlier.
- (i) Vision - glasses/contacts \$200/2 yrs, & exam 100% /2 yrs
 - (ii) Dental- Basic 100%
 - current ODA rate
 - \$1500 annual max
 - (iii) Prescription drugs -100% including dispensing fee
 - (iii) Paramedical -100% - \$300 annual/practitioner
 - licensed psychologists
 - licensed massage therapists, physiotherapists, chiropractors
 - licensed speech therapists, licensed naturopaths, osteopaths or osteopathic practitioners, licensed podiatrists or chiropodists
 - (iv) Life Insurance & ADD
 - \$44,000
 - Spouse – \$10,000 & Child – \$5,000
 - (v) LTD - \$4000/month
- (b) It is understood that the Agency's obligation pursuant to this Collective Agreement is limited to paying the premiums for the insurance coverage bargained for and any claim dispute or question with respect to accepting enrolment or honouring claims is a matter exclusively between the Employee and the insurer.
- (c) The Agency agrees to provide an Employee Assistance Plan (EAP) for all Employees, at no cost to Employees.
- (d) The Agency shall provide the Union with a copy of all Employee benefit master plan text and amendments. In addition, the Agency

shall once a year provide the Union with a copy of the financial/actuarial statement for all Employee benefit plans.

(e) Upon the death of an employee, the Employer will continue benefits for the spouse and/or dependents for a period of two (2) years.

22.02 Part time/Relief Employees shall be paid two (2%) percent in lieu of benefits above the appropriate rate in schedule "A".

22.03 **Workplace Safety and Insurance Benefits**

An Employee receiving payment for a compensable injury under *The Workplace Safety and Insurance Act* shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement.

22.04 **Registered Retirement Savings Plan**

A Full time Employee may choose to participate in self-directed RRSP program with contribution levels to a maximum of 4 % of annual salary (2% Employee & 2% Employer).

ARTICLE 23 – PROFESSIONAL DEVELOPMENT

23.01 The Agency recognizes the value for staff to enhance and develop their professional competencies and work skills. The Agency will pay the costs charged for any program, courses or workshop the Agency requires Employees to attend. The Agency will continue an Employee pay for time spent in attendance if the hours coincide with work hours.

23.02 **Training**

In-service training shall be a standing agenda item for discussion at Labour Management Consultation Committee meetings.

ARTICLE 24 – JOB CLASSIFICATION

24.01 New classifications and wage rates for the new classifications may be established by the Employer. Wage rates for such new classifications shall then be negotiated by the Employer and the Union and if they fail to reach an agreement, they shall submit the dispute to arbitration in accordance with the arbitration procedures outlined elsewhere in

this agreement. The new rate, if changed, shall become retroactive to the time the new position was first filled by the Employee.

- 24.02 Existing classifications shall not be eliminated or changed without prior discussion with the Union.

ARTICLE 25 – HEALTH AND SAFETY

- 25.01 The Agency shall make all reasonable provisions for the occupational safety and health of all Employees. All rights and privileges under the laws of the province of Ontario in respect of Occupational Health and Safety shall form part of this Agreement.
- 25.02 It is agreed that both the Agency and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.
- 25.03 The Agency agrees to the establishment of a joint Health and Safety Committee comprised of equal representation of union and management. The joint committee will be co-chaired with the chairing of the meetings alternating between the Union and the Agency. The joint Health and Safety Committee shall consist of two (2) management representatives and two (2) union representatives (full time employees) appointed by the Union. It is agreed that a minimum of one (1) management and one (1) union representative shall maintain certification in both Part 1 & 2 of MOL Occupational Health & Safety training.
- 25.04 The Health and Safety Committee shall hold meetings every three (3) months or more frequently if required. The Committee shall maintain minutes of all meetings that shall be posted and copied to the Union and Agency.
- 25.05 Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 25.06 The Agency commits to giving priority during the term of this Agreement to the development of policies and procedures with respect to violence in the workplace. Such policies and procedures will be developed in consultation with the Health and Safety Committee.

25.07 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 Agency'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.

25.08 **Modified Work**

The Agency, the Union and the Employees it represents, each and all agree to cooperate in fulfilling their joint obligations in establishing modified work and other reasonable accommodation for injured or disabled Employees, as required by the *Ontario Human Rights Code* and the *Workplace Safety and Insurance Act (Ontario)*.

ARTICLE 26 – GENERAL

26.01 The Union shall be provided a copy of the audited financial statement upon completion.

ARTICLE 27 – DURATION OF AGREEMENT


27.01 This Collective Agreement shall be in effect from January 1, 2022 until March 31, 2025 unless notice of desire to amend is given by either party, not more than ninety (90) calendar days nor less than thirty (30) days prior to the expiry date of the Agreement. If notice to amend the Agreement is given by either party, then the parties agree to meet for the purpose of negotiations within fifteen (15) days after such notice upon request to do so.

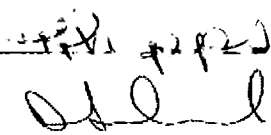
27.02 The Union and the Employer desire the bargaining unit Employees to be familiar with the provisions of this Agreement and their rights and obligations under it. The Parties shall share the cost of printing the Collective Agreement. The format of the Collective Agreement shall be in a form designated by the Union.


Signed at Ajax this 9 day of August 2022.

**Canadian Union of Public Employees
and its Local 4724-01**

**Ajax Pickering Women's
Shelter Inc./Herizon House**







SCHEDULE A

Ajax Pickering Women's Centre Inc., O/A Herizon House
Job Grid

Effective April 1st, 2022 as follows:

Classification	Start	Year 1	Year 3
Relief	\$21.96	\$22.18	\$22.40
Part-Time	\$22.40	\$22.62	\$22.85
Full-Time Crisis Intervention Counsellor Transitional Housing Worker Outreach Counsellor	\$22.71	\$23.40	\$23.63
Full-Time Program Support Worker	\$18.23	\$18.41	\$18.59

Effective April 1st, 2023 as follows:

Classification	Start	Year 1	Year 3
Relief	\$22.18	\$22.40	\$22.62
Part-Time	\$22.62	\$22.85	\$23.08
Full-Time Crisis Intervention Counsellor Transitional Housing Worker Outreach Counsellor	\$22.94	\$23.63	\$23.87
Full-Time Program Support Worker	\$18.41	\$18.59	\$18.78

Effective April 1st, 2024 as follows:

Classification	Start	Year 1	Year 3
Relief	\$22.40	\$22.62	\$22.85
Part-Time	\$22.85	\$23.08	\$23.31
Full-Time Crisis Intervention Counsellor Transitional Housing Worker Outreach Counsellor	\$23.17	\$23.87	\$24.11
Full-Time Program Support Worker	\$18.59	\$18.78	\$18.97

Full-time Employees shall be scheduled for 40 hrs/week and move on the wages grid in accordance with years of services.

For PT/Relief who is successful in obtaining FT position they shall be placed on a Step in the Grid that sees an increase in their hourly rate.

Part-Time/Relief Employees shall move up the grid based on hours worked with 2080 hours equalling one (1) year.

SCHEDULE “B”

MISSION STATEMENT

We provide a place of safety, support and empowerment for abused women and their children. We are committed to ending the cycle of abuse and violence in the community.

HERIZON HOUSE VALUES

We commit to:

1. Women and children are our number one priority!
2. Be mutually respectful, understanding and supportive of each other and the women and children we serve.
3. A feminist perspective of violence, and feminist counselling principles.
4. Being client centred, client driven.
5. Fostering, embracing and celebrating change.
6. Recognizing that men are and should be active contributors to the anti-violence movement.
7. Being a role model for non-violence.
8. Being role models in the community for compassionate care and service.
9. Behave in a manner that reflects and reinforces our mission statement.

**LETTER OF UNDERSTANDING
#1**

BETWEEN

THE AJAX PICKERING WOMEN’S CENTRE INC./HERIZON HOUSE

and CUPE and its LOCAL 4724-01

RE: JOINT BENEFIT REVIEW COMMITTEE

The Parties agree that the Employer & Union will discuss at the LRCC annually any employee ideas and concerns regarding benefit coverage, in advance of the Employer’s annual meeting with its benefits broker.

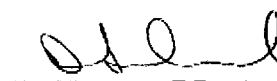
Signed at Ajax this 9 day of August 2022.


**Canadian Union of Public Employees
and its Local 4724-01**

**Ajax Pickering Women’s
Shelter Inc./Herizon House**









**LETTER OF UNDERSTANDING
#2**

BETWEEN

THE AJAX PICKERING WOMEN’S CENTRE INC /HERIZON HOUSE

and CUPE and its LOCAL 4724-01

RE: JOB SHARING


In negotiations the Agency has agreed that it will consider requests for job share arrangements on a case by case basis. The specific terms and conditions of any approved job share will be set by the Agency in consultation with the Union and the Employees concerned.


Job sharing differs from the traditional view of part-time work which is one part time Employee performing the duties of one part-time position. Job sharing is a regular, on going arrangement between two Employees, the Employer and the Union, to share the responsibilities of one full-time position.


Signed at Ajax this 9 day of August 2022.

**Canadian Union of Public Employees
and its Local 4724-01**

**Ajax Pickering Women’s
Shelter Inc./Herizon House**







**LETTER OF UNDERSTANDING
#3**

BETWEEN

THE AJAX PICKERING WOMEN’S CENTRE INC/HERIZON HOUSE

and CUPE and its LOCAL 4724-01

RE: EMPLOYMENT EQUITY

The Agency and the Union are committed to working together, through the Labour Relations Consultation Committee, to affirm the value of racial and ethnic diversity in hiring and promotion.

Signed at Ajax this 9 day of August 2022.

**Canadian Union of Public Employees
and its Local 4724-01**

**Ajax Pickering Women’s
Shelter Inc./Herizon House**









**LETTER OF UNDERSTANDING
#4**

BETWEEN

THE AJAX PICKERING WOMEN’S CENTRE/HERIZON HOUSE

AND

CUPE and its LOCAL 4724-01


RE: MINISTRY FUNDING

In the event that the Ministry of Community and Social Services announces additional unrestricted funding, and such funding is extended to Herizon House, the parties will meet through the LRCC to discuss and make good faith efforts to agree upon the allocation of any additional unrestricted funding towards salary increases.

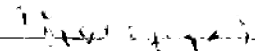
Signed at Ajax this 9 day of August 2022.

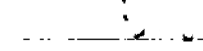
Canadian Union of Public Employees
and its Local 4724-01

Ajax Pickering Women’s
Shelter Inc./Herizon House













**LETTER OF UNDERSTANDING
#5**

BETWEEN

THE AJAX PICKERING WOMEN'S CENTRE INC/HERIZON HOUSE

and CUPE and its LOCAL 4724-01

RE: STANDBY

The Parties agree to the following terms and conditions regarding Standby for weekends and paid holidays from the ratification date for the term of the Collective Agreement. Any issues arising out of the new Weekend or Paid Holiday Standby system will be dealt with between the parties as they arise. Any changes to this Letter of Understanding shall be mutually agreed to by the parties.

Weekend Standby

- The Employer shall seek volunteers from the relief employee roster to implement a Standby list.
- The required blocks of time shall be Saturday 12 am to Saturday 8 am and Sunday 12am to Sunday at 8am.
- There shall be a minimum of four (4) employees required to be on standby for each block.
- Should more than four (4) employees volunteer the roster shall include all volunteers.
- Should less than the required number volunteer then the Employer may order up by seniority (the least senior employee(s)) to fill the required number.
- The Employer will explore options of splitting the standby period amongst relief employees available to do a portion of the standby period prior to ordering up employees.
- Standby commitment shall be for the following two (2) month blocks:
 - i. December, January
 - ii. February and March
 - iii. April and May
 - iv. June and July
 - v. August and September
 - vi. October and November
- The weekends shall be equitably distributed amongst all relief staff who volunteer for or are assigned to the block, with preference going to the senior relief employee.

- The schedule of standby shall be posted one (1) month in advance of the commencement of the block.

Paid Holiday Standby

- The employer shall post all the Paid Holidays for selection two (2) months in advance of the holiday.
- The Period of Standby for paid holidays that fall on a Monday shall be from 8am Monday to 8am on the Tuesday.
- The Period of Standby for all other paid holidays shall be from 5pm prior to the paid holiday until 8am following the paid holiday.
- All Full time, Part time and Relief employees shall have the opportunity to volunteer to be placed on Standby for paid holidays.

Employees who volunteer shall be placed on the standby schedule in the following order:

- i) Full time Employees in order of seniority preference on an equitable basis if paid holidays remain open then;
- ii) Part time employees in order of seniority preference on an equitable basis if paid holidays remain open then;
- iii) Relief employees in order of seniority preference on an equitable basis if paid holidays remain open then;
- iv) If vacancies still exist the Employer may order up full time employees on reverse order of seniority if not scheduled to work the shift or if it will not create a potential for a double shift should they be required to work.
- v) it is agreed if an employee has been ordered on Standby they may be relieved from the responsibility should the Employer hire a new employee whom has completed their three (3) shadow shifts.

General

Employees who volunteer for or are assigned to Standby shall be paid two dollars (\$2.00) per hour for every hour for the period of Standby. (i.e. weekends – 63 hours x \$2/hr = \$126)

Should an unanticipated vacancy arise during the Standby period the Employee on shift shall do the call around procedure to fill the vacancy. The Employee on Standby shall be notified prior to the call around procedure being commenced to provide notice that they may be required to work a shift.

The Parties agree that the current practice of flexibility for achieving coverage shall continue.

If the vacancy cannot be filled then the Employee on standby shall be required to fill the vacancy. It is agreed that the employee on standby shall be permitted to accept an unanticipated vacancy based on the rotational offers from the roster.

An Employee on Standby who is required to work shall be paid the applicable rate for all hours worked.


The Parties agree that an employee may exchange their standby period with another eligible employee and such exchange shall be communicated in advance to the Employer.

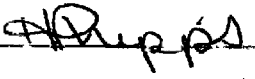
It is agreed and understood that an employee will be permitted to accept anticipated vacancies during their scheduled standby weekend/holiday. The Employer shall distribute anticipated vacancies with no adverse effect to employee on Standby.

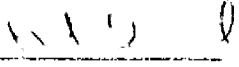
Signed at Ajax this 9 day of August 2022.


Canadian Union of Public Employees
and its Local 4724-01

Ajax Pickering Women's
Shelter Inc./Herizon House









**LETTER OF UNDERSTANDING
#6**

BETWEEN

THE AJAX PICKERING WOMEN’S CENTRE INC./HERIZON HOUSE

and CUPE and its LOCAL 4724-01

RE: MULTI-SECTOR PENSION PLAN

The Employer agrees to attend an information session, organized or otherwise facilitated or arranged by the Union, regarding the Multi Sector Pension Plan. The Parties can discuss through Labour Management to discuss the possibility of converting the current RRSP program to the Multi Sector Pension Plan during the life of the Collective Agreement.

Signed at Ajax this 9 day of August 2022.

**Canadian Union of Public Employees
and its Local 4724-01**

**Ajax Pickering Women’s
Shelter Inc./Herizon House**

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**LETTER OF UNDERSTANDING
#7**

BETWEEN

THE AJAX PICKERING WOMEN’S CENTRE INC./HERIZON HOUSE

and CUPE and its LOCAL 4724-01

RE: WAGE RE-OPENER

If Bill 124 is repealed or declared unconstitutional the parties agree to reopen the Agreement with respect to compensation.

Signed at Ajax this 9 day of August 2022.

**Canadian Union of Public Employees
and its Local 4724-01**

**Ajax Pickering Women’s
Shelter Inc./Herizon House**

