

COLLECTIVE AGREEMENT

BETWEEN

THE UNITED CHURCH OF CANADA

On behalf of



(the “Employer”)

-and-

CUPE *Canadian Union
of Public Employees*

And its LOCAL 4557
(the “Union”)

Effective: Upon Ratification - Expiry: December 31, 2023

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ARTICLE 1 - PURPOSE

1.01 The Parties to this Agreement consider that harmonious work relationships are essential to the well being of Employees and to the application of management and administrative practices and further recognize that cooperation is essential to the process. The parties therefore agree to set forth in this Agreement certain terms and conditions of employment relating to work conditions affecting the Employees, which will, promote harmonious relations and will thereby improve the quality of KAIROS services in all its operations and assist in the realization of the organization's mission.

ARTICLE 2 - RECOGNITION

2.01 The United Church of Canada on behalf of KAIROS (the "Employer") agrees to recognize the Canadian Union of Public Employees and its Local 4557 (the "Union") as the exclusive bargaining agent of that group of employees in the Province of Ontario who are under the direction and control of the KAIROS Steering Committee and its Executive Director and who are employed by The United Church of Canada save and except the HR Administrator, Managers, those above the rank of Manager and students employed during school vacation periods or on a co-operative training program.

2.02 A regular employee may be either full-time or part-time. A regular full-time employee is an employee who regularly works more than twenty-one (21) hours per week. A regular part-time employee is an employee who regularly works fourteen (14) hours per week or more but less than twenty-two (22) hours per week. Vacation pay, holiday pay, emergency and sick leave days for part time employees shall be pro-rated. Benefits for eligible part time employees under the benefit plans and the Pension Plan shall be in accordance with the terms of the benefit plans and the Pension Plan.

2.03 A contract employee is an employee who is hired under a contract for a pre-determined period for a special project for periods of up to one year. The one year period may be extended by mutual agreement between the Union and the Employer, but cannot exceed a two (2) year period. A contract employee shall be deemed not to be an employee for the purposes of this Agreement and, therefore, shall not be covered by the terms of this Agreement. If a contract employee inadvertently works beyond the end of the term of their contract, then upon notice from the Union the contract will be terminated effective immediately or the job will be posted.

2.04 A casual employee is either an employee who regularly works less than fourteen (14) hours per week or an employee who works under an arrangement whereby the employee may elect to work or not when requested to do so and a casual employee shall be deemed not to be an employee for the purposes of this Agreement and, therefore, shall not be covered by the terms of this Agreement. The Employer agrees that the use of casual employees will not result in the reduction of regular hours of work or the layoff of any bargaining unit employee.

2.05 The employer and the Union acknowledge that while volunteers provide a significant contribution to the delivery of programs, they are not employees and, therefore, are not covered by the terms of this Agreement, nor compensated financially, other than the reimbursement of reasonable expenses. The Employer agrees that the use of volunteers will not result in the

reduction of regular hours of work or the layoff of any bargaining unit employee.

2.06 The Employer agrees that it will not enter into a verbal or written agreement with an employee that conflicts with the terms of this Agreement.

ARTICLE 3 - DEDUCTION OF UNION DUES

3.01 All new employees, who have completed the probationary period, shall become and remain members in good standing of the Union.

3.02 The Employer agrees to deduct monthly, from the wages of each employee, the regular union dues, initiation fees and general assessments as are authorized by the Union's constitution and by-laws, and certified from time to time in writing by the Union. The Union will give the Employer at least one month's advance notice of any changes.

3.03 The Employer agrees to remit the total amount so deducted by cheque payable to the National Secretary Treasurer of the Canadian Union of Public Employees not later than the 10th day of the following month. The dues cheque shall be accompanied by a statement showing in alphabetical order the name of each employee from whose pay deductions have been made and the total amount deducted for the month as well as the total wages paid to employees in the bargaining unit for the month. A copy of the statement will also be sent to the Local Union Chairperson.

3.04 The Employer agrees to record on each employee's T-4 Income Tax slip the total union dues paid by that employee in that year.

ARTICLE 4 - UNION REPRESENTATION

4.01 The Union may elect, appoint or otherwise select and the Employer will recognize two employees as Stewards, who are the initial contact for official Union matters, and who may assist employees in the presentation of any grievance properly arising under the terms of this Agreement.

4.02 The Union agrees to notify the Employer in writing of the name of the Stewards and until such notification is received, the Employer is not required to recognize the Stewards. In addition, the Union shall notify the Employer in writing of the name of the Local Union Chairperson.

4.03 A Steward shall not commence performing the Steward's responsibilities without first obtaining the permission of the Steward's supervisor, which shall not be unreasonably withheld. A Steward shall not suffer any loss of regular wages for time spent in the presentation of any grievance properly arising under the terms of this agreement.

4.04 The Union has the right to be represented by a representative of CUPE at all stages of the grievance procedure, during negotiations for the renewal of this Agreement and at meetings between the Union and the Employer. The Employer agrees that, with prior notification to the Executive Director, the Employer will give the CUPE representative reasonable

access to its premises during working hours to meet with employees in preparation for meeting with the Employer with respect to matters arising under this Agreement.

4.05 The Employer will advise a new employee on commencing employment of the names of the current stewards and provide the new employee with a copy of this Agreement.

4.06 The Union and the Employer agree that every employee should be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, a Union representative shall be given an opportunity to meet each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes.

4.07 The Employer and the Union shall arrange for the printing of sufficient copies of this Agreement, the cost of which shall be shared equally between them, to distribute a copy to each employee.

4.08 All correspondence between the Employer and the Union under this Agreement shall be sent to and from the Executive Director of the Employer and the Local Union Chairperson.

4.09 Where reasonably practicable the Union shall be notified in writing at least two (2) working days in advance of all new hires, transfers, extensions, demotions, layoffs and recalls. The Employer will include in the notification for a temporary employee the vacant position being covered as well as the anticipated duration of the temporary vacancy. The Employer will include in the notification for a contract employee the reason for the contract, a description of the tasks to be completed and the duration of the contract.

4.10 A labour management committee, composed of not more than two representatives of the Employer and not more than two representatives of the Union, will, upon the request of either the Employer or the Union, meet once every three months, or as needed, to discuss matters of mutual concern, including workload and alternative work arrangement concerns. The Employer and the Union will exchange written agendas at least one week prior to the meeting. The labour management committee shall not have the power to alter or amend any term of the collective agreement, nor to deal with any matter that is properly the subject matter of collective bargaining or the grievance and arbitration procedures.

4.11 The Employer agrees to recognize a Union Negotiating Committee of not more than four (4) representatives, with two (2) alternates, and the Union agrees to recognize an Employer Negotiating Committee of not more than four (4) representatives, with two (2) alternates. It is agreed that employee representatives on the Union Negotiating Committee shall not suffer any loss of regular wages for time spent in direct negotiations with the Employer up to and including conciliation. It is understood that negotiations will take place during and after normal working hours and that negotiating time outside of normal working hours shall not be considered overtime.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive right of the Employer to manage its business and, subject only to those specific limitations expressly contained in this Agreement, all rights and prerogatives of management are retained by the Employer. Without limiting the

generality of the foregoing, the rights of the Employer shall include but not be limited to:

- (a) the right: to establish rules and policies from time to time to be observed by its employees, and to discipline or discharge employees, provided that no employee, who has completed the probationary period, shall be disciplined or discharged except for just cause;
- (b) the right: to hire, classify, schedule and manage its employees, and to transfer, assign, promote, demote, lay off and recall its employees; and
- (c) the right: to plan, operate and manage its operations in all respects in order to satisfy its commitments and objectives; which rights are exclusively the rights of the Employer unless expressly limited by this Agreement.

ARTICLE 6 - NO DISCRIMINATION OR SEXUAL HARASSMENT

6.01 The Employer, the Union and the employees agree to observe the provisions of the Ontario Human Rights Code.

6.02 The Employer and the Union agree that there shall be no intimidation or coercion exercised or practiced with respect to any employee by reason of the employee's membership or activity, or non-membership or lack of activity, in the Union.

6.03 Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. For the purposes of this Article "harassment" is defined as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."

6.04 In addition, every person has a right to be free from,

- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.

6.05 Where an employee is absent from work due to a disability, the employer, the union and the employee agree to co-operate in the employee's early and safe return to work through ongoing and timely communication. To facilitate this communication both the Employer and the Union will appoint a representative to consult with the employee about their respective obligations to achieve the employee's early and safe return to work and in doing so shall consider whether the employee is medically able to perform the essential duties of the employee's current employment with or without accommodation. Where a duty to accommodate an employee with a disability arises the Employer and Union representatives will discuss reasonable measures to accommodate the employee's early and safe return to work.

6.06 Disputes under this Article, including disputes over the appropriate accommodation, shall be dealt with through the grievance procedure under this Agreement.

ARTICLE 7 - NO STRIKES OR LOCK-OUTS

7.01 The Employer and the Union agree that while this Agreement continues to operate, neither the Union nor any employee shall engage in a strike contrary to the Ontario Labour Relations Act, 1995, as amended, nor shall there be any picketing, sympathy strikes or secondary boycotts. The Employer agrees that while this Agreement continues to operate, it shall not engage in a lockout contrary to the Ontario Labour Relations Act, 1995, as amended.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the intent of this grievance procedure to provide for the successful administration of this Agreement by providing this procedure to be utilized by an employee for the prompt discussion and final and binding settlement of any grievance, without stoppage of work, arising from the interpretation, application, administration or alleged violation of this Agreement.

8.02 The term "grievance" means a difference involving the interpretation, application, administration or alleged violation of this Agreement and the term "grievance procedure" does not include the procedure for referring a grievance to arbitration. For the purposes of this Agreement the phrase "working days" means any day of the week from Monday to Friday excluding a holiday recognized under this Agreement.

8.03 An employee shall not have a grievance until the issue has been discussed with the employee's manager and the manager has been given an opportunity to resolve the issue.

8.04 If the manager does not resolve the issue to the employee's satisfaction within three (3) working days, the Union may present a written grievance to the employee's manager in accordance with the grievance procedure.

8.05 The Employer shall be under no obligation to consider or process a grievance unless it has been presented to the employee's manager in writing at Step No. 1 of the grievance procedure within ten (10) working days from the time that the circumstances giving rise to the grievance were known or should have been known to the grievor.

8.06 Where an employee, who has completed the probationary period, is discharged or suspended, the Union shall present the employee's written grievance directly to the Executive Director or designate at Step No. 2 of the grievance procedure within seven (7) working days from the time that the employee was notified of the suspension or discharge.

8.07 An employee's written grievance shall be presented by the Union as follows:

Step No. 1

An employee's written grievance must be presented by the Union to the employee's manager within ten (10) working days from the time that the circumstances giving rise to the grievance were known or should have been known to the grievor. The written grievance shall set out the

facts giving rise to the grievance, the remedy sought and where a specific section of the Agreement is alleged to have been violated it shall be identified. Where the grievance is presented to the employee's manager within the ten (10) working day period, a meeting with the grievor, the Steward and the employee's manager may be arranged at a mutually agreeable time and location to discuss the grievance, which meeting shall take place within three (3) working days from the date the grievance is received by the employee's manager. The Employer shall respond to the grievance in writing within three (3) working days following the date of the Step No. 1 meeting and the Employer's response shall terminate Step No. 1.

Step No. 2

If the grievance is not settled at Step No. 1, the party having carriage of the grievance shall refer the grievance to the Executive Director in writing within seven (7) working days from the date of the Employer's response to the grievance at Step No. 1 but not thereafter. Where the grievance is presented to the Executive Director within the seven (7) working day period, a meeting with the grievor, a Union representative, the Executive Director and a human resources representative of the Employer may be arranged at a mutually agreeable time and location to discuss the grievance, which meeting shall take place within seven (7) working days from the date the grievance is received by the Executive Director. The Employer shall respond to the grievance in writing within seven (7) working days following the date of the Step No. 2 meeting and the Employer's response shall terminate Step No. 2.

8.08 A Union policy or group grievance or an Employer grievance may be submitted at Step No. 2 to the Employer or the Union, as the case may be, within fourteen (14) working days from the time that the circumstances giving rise to the grievance were known or should have been known to the Union or the Employer, and the grievance procedure shall apply, with any necessary modifications, to the Union policy or group grievance or the Employer grievance, as the case may be. A Union policy grievance shall not be used by the Union to process a grievance directly affecting employees, which grievance an employee could institute, and the regular procedure for an employee's grievance shall not be by-passed. A Union group grievance shall only be used to process a grievance where the facts supporting the grievance are the same for all employees within the group. Where the Union or the Employer presents a grievance, the Union or the Employer shall be deemed to be the grievor for the purposes of this grievance procedure.

8.09 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the time specified, provided that the parties may extend the time-limits in the grievance procedure by mutual agreement in writing or confirmed in writing.

8.10 Where the party having carriage of a grievance fails to proceed to the next step of the grievance procedure then the decision at the last step of the grievance procedure shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn. If a party fails to respond to a grievance within the time provided then the party having carriage of the grievance may proceed to the next step of the grievance procedure.

8.11 Although the time limits set forth in this grievance procedure are considered mandatory and not directory, an arbitrator may, pursuant to subsection 48(16) of the Labour

Relations Act, 1995, extend the time for the taking of any step in the grievance procedure, notwithstanding the expiration of such time, where the arbitrator is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension; provided that an arbitrator has no jurisdiction to hear or render a decision with respect to a grievance, where the grievance is not presented in writing within thirty (30) working days after the circumstances giving rise to the grievance were known or should have been known to the grievor, and the provisions of subsection 48(16) of the Labour Relations Act, 1995, shall not be applicable to the time limits set forth in this sub-article.

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 If the grievance is not resolved at Step No. 2, the party having carriage of the grievance shall refer the grievance to arbitration by giving notice in writing to the other party within fourteen (14) working days after receipt of the Step No. 2 response, but not thereafter. If the Step No. 2 response to the grievance is not given in writing within fourteen (14) working days following the date of the Step No. 2 meeting, the party having carriage of the grievance may give written notice to arbitrate to the other party. If the request for arbitration is not given within the fourteen (14) working day period, the decision at Step No. 2 shall be final and binding on both parties to this Agreement and upon any grievor involved and the grievance shall be deemed to be withdrawn.

9.02 After the notice to arbitrate has been given, but before an arbitrator has been selected, the parties may agree to extend the time for selecting an arbitrator in order for the parties to engage the services of a grievance settlement officer to assist the parties in resolving the dispute. The cost of the grievance settlement officer shall be shared equally between the parties. If the grievance settlement officer is unable to settle the dispute, then the parties will proceed to select an arbitrator under the terms of this Agreement.

9.03 A grievance which has been referred to arbitration by a written notice to arbitrate shall be heard by a sole arbitrator who shall be selected by the Employer and the Union within fourteen (14) working days from the receipt of the notice to arbitrate or the meeting of the grievance settlement officer as the case may be. If the Employer and the Union are unable to agree on a sole arbitrator within the fourteen (14) working day period then either party may request the Ontario Minister of Labour to appoint an arbitrator.

9.04 The arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for the decision and the findings of fact upon which the decision is based, which decision shall be binding upon the parties and upon any employees affected by it.

9.05 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement, or add to, alter, modify, imply into or amend any part of this Agreement.

9.06 Each party to this Agreement shall bear its own costs of and incidental to any arbitration proceedings. The fees and charges of the arbitrator shall be borne equally by the two parties to this Agreement.

ARTICLE 10 - DISCIPLINE

10.01 An employee, who has completed the probationary period, shall not be disciplined or discharged, except for just cause.

10.02 An employee shall be given the opportunity to have a steward present at the meeting where an employee is to be disciplined, or a co-worker if a steward is not available.

10.03 Written warnings contained in an employee's discipline file will be removed after fifteen (15) months provided that the employee has not been subsequently disciplined for a similar matter.

10.04 An employee shall have reasonable access to their personnel file to review its contents and to request a copy of any documents contained in the file.

ARTICLE 11 - PROBATION

11.01 An employee hired as a regular employee shall be on probation for the first six (6) months worked. The Employer and the Union may agree to extend an employee's probation for a period not to exceed an additional three (3) months. Notwithstanding anything in this Agreement, a probationary employee may be terminated at the sole discretion of and for any reason satisfactory to the Employer, provided that there has been no contravention of the Ontario Human Rights Code.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as an employee's service with the Employer since that employee's last date of hire as a regular employee. Temporary employees and probationary employees do not have seniority. Upon completion of the probation period, a probationary employee will be credited with seniority back to the employee's last date of hire as a regular employee, which includes any contiguous periods of employment as a temporary or contract employee provided there has not been a break in service of three (3) months or more.

12.02 Seniority rights and an employee's employment shall be deemed to have been terminated if the employee:

- (a) resigns, retires or is retired;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c) does not perform any work for the Employer for a period of eighteen (18) consecutive months;
- (d) is absent from work for three (3) consecutive working days without notifying the Employer in advance unless the reason for not notifying the Employer in advance is due to some emergency beyond the employee's control; or

- (e) is recalled from lay-off and fails to return to work within fourteen (14) calendar days following notification of the recall by registered mail at the employee's address on the records of the Employer.

12.03 The Employer will post an up to date seniority list indicating the seniority for regular employees as of the fifteenth day of April and as of the fifteenth day of October in each working year and deliver a copy to the Union.

At the same time the Employer shall deliver to the Union a list of current employees in the bargaining unit with each employee's name, classification, home address, phone number, and personal email address as provided to the Employer by the employee. In addition, the list for the Union shall indicate whether the employee is full time, part time or temporary and, if the employee is on a leave of absence, the nature of the leave.”

ARTICLE 13 - JOB POSTING

13.01 Where a vacancy for a regular position occurs the Employer shall post the vacancy internally for fourteen (14) calendar days. There is no requirement to post a contract position or a position for a casual employee. In addition, there is no requirement to post a temporary position, unless the temporary position is expected to last six (6) months or longer. The Employer agrees to consult with the Union prior to extending a temporary position that has not been posted beyond six (6) months. The posting shall identify the program and the classification of the position, the qualifications, experience and skills required to perform the position as well as its starting date and salary range and the closing date of the posting. In addition to posting a notice on the bulletin board, a vacancy shall be posted by sending a copy of the posting to employees, who have completed their probationary period, by e-mail, including those employees on a leave of absence and those employees on layoff with recall rights.

13.02 When selecting an internal applicant for a vacancy that has been posted, the Employer shall consider the following factors:

- (a) qualifications, experience and skills required to perform the position;
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern the selection of the successful applicant.

13.03 An internal candidate, who is the successful applicant, shall be given a trial period of not more than six months during which time both the Employer and the internal candidate have the unfettered discretion to end the trial period at any time and the internal candidate shall be returned to their prior position.

13.04 Where no internal applicant has the qualifications, experience and skills required to perform the position the Employer has the right to hire an external candidate. While a temporary employee may submit an application during the internal posting process it will be held in abeyance until external candidates are considered.

13.05 Within seven (7) calendar days of the appointment of the successful candidate to fill a position, the name of the successful candidate shall be announced.

ARTICLE 14 - LAYOFF, BUMPING & RECALL

14.01 In the event of a layoff under the *Employment Standards Act, 2000*, other than a temporary layoff, the Employer shall:

- (a) notify the Union in writing at least one month prior to issuing a written notice of layoff in accordance with this Article;
- (b) meet with the Union to discuss any issues arising as a result of the layoff, including any issues concerning the continued use of volunteers following the layoff;
- (c) provide employees, who have completed their probationary period, at least ten (10) weeks written notice of layoff, or pay in lieu of notice.

Notice of layoff shall be by individual written notice of layoff delivered to those employees whose position is being eliminated and by posting a written notice of the layoff. The posting of a written notice of layoff constitutes notice to the employee who is ultimately displaced as a result of the layoff; provided that any employee ultimately displaced as a result of the layoff, who has completed their probationary period, shall receive at least four (4) weeks individual written notice of layoff, or pay in lieu of notice. For any employee who is not present at work on the day the notice of layoff is to be given, the individual written notice of layoff can be delivered by e-mail or by registered mail to the employee's home address.

14.02 In the event of a layoff under the *Employment Standards Act, 2000*, other than a temporary layoff, where an employee, who has completed their probationary period, elects to abandon their recall rights under this Agreement, that employee shall be entitled to receive severance pay calculated at the rate of one and a half weeks' regular wages for a regular work week times the employee's completed years of employment. Severance pay for a partial year that has not been included shall be prorated based on the number completed months of employment in that partial year divided by twelve (12). An employee's severance pay entitlement under this Article is inclusive of any severance pay to which that employee may be entitled under the *Employment Standards Act, 2000* and shall not exceed an amount equal to the employee's regular wages for a regular work week for thirty-five (35) weeks.

14.03 No full time employee shall be laid off by reason of that employee's duties being assigned to two or more part time employees.

14.04 When laying off or recalling employees the Employer shall consider the following factors:

- a) qualifications, experience and skills required to perform the position;
- b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern.

14.05 An employee who is to be laid off shall have the right to bump a junior employee in an equal or lower paying classification, provided that the bumping employee has the qualifications, experience and skills required to perform the position of the employee to be bumped. An employee who has received notice of lay off or notification of being bumped shall have seven (7) calendar days to give the Employer and the Union notice in writing of their intent to exercise or not exercise their bumping rights under this provision by completing a written bumping election in the following form:

Bumping Election Form

To: The Executive Director of KAIROS, and To: The President of CUPE Local 4557

_____ having received individual written notice of layoff elect to exercise my bumping rights under the terms of the collective agreement by seeking to displace the employee currently holding the position of _____

- or -

_____ having received individual written notice of layoff elect not to exercise my bumping rights under the terms of the collective agreement.

Date: _____

Employee Signature: _____

14.06 It is the employee's responsibility to ensure that the employee's home address and telephone number on the Employer's records are current at all times. If the employee fails to do this, in writing, the Employer will not be responsible for its inability to notify the employee of recall or with respect to any other obligation of the Employer to notify the employee under this Agreement.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The Employer reserves its right to schedule working hours according to its operational needs. The provisions of this Article are neither a guarantee as to the hours of work per day nor as to the number of days of work per week.

15.02 The normal work week will be five (5) days at seven (7) hours a day for a total of thirty-five (35) hours per week, excluding the daily unpaid lunch hour. It is understood that operational requirements may necessitate different work hours for certain staff.

15.03 An unpaid lunch period of one hour is provided to all staff during the regular workday. A lunch period of no less than one-half hour should be taken.

15.04 For purpose of computing overtime the workweek will commence on Sunday. All hours in excess of an employee's regularly scheduled hours of work must be previously approved by the employee's Manager.

15.05 Time worked by an employee between thirty-five hours and forty-four hours in a work week shall be compensated in lieu time at the rate of one (1) hour for each hour worked between thirty-five hours and forty-four hours in a work week.

15.06 Time worked by an employee in excess of forty-four hours in a work week shall be compensated in lieu time at the rate of one and one half (1½) hours for each hour worked in excess of forty-four hours in a work week.

15.07 The Employer retains the right to schedule lieu time in accordance with its operational needs. Lieu time shall be scheduled before vacation time is taken. Where an employee has not taken lieu time within six months of when the overtime was earned, then the employee is entitled to be paid for the overtime at the applicable rate and the employee's lieu time credits will be reduced accordingly.

15.08 When a part time employee works in excess of their regularly scheduled hours, up to 35 hours or less in a week, the part time employee can choose to be compensated in lieu time or pay at the rate of one (1) hour for each hour worked.

15.09 The Employer is open to implementing alternative work arrangements provided they are not disruptive to its operational requirements. Alternative work arrangements may include, but are not limited to, a compressed work week, flexible hours with fluctuating start and end times, and working from home. Alternative work arrangements may be entered into or amended between an employee and their manager acting in good faith. In considering an alternative work arrangement the manager will consider the nature of the employee's request and the operational requirements of the Employer. Alternative work arrangements remain subject to the Employer's right to manage its operations and the Employer retains the right to cancel an alternative work arrangement on one month's notice to the employee.

15.10 Work at home will be permitted subject to approval of the employee's manager with at least one (1) working day of notice from the employee making the request. Such requests will not be unreasonably withheld.

ARTICLE 16 - HOLIDAYS

16.01 The Employer shall give to each employee, who qualifies under the Employment Standards Act, a holiday on, and pay to each employee holiday pay for, each of the following thirteen (13) holidays:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

16.02 An employee's holiday pay for a given holiday shall be equal to the total amount of regular wages and vacation pay payable to the employee in the four weeks before the work week in which the holiday occurred, divided by 20.

16.03 The working days between Christmas Day and New Year's Day that are not designated as paid holidays shall be taken as days off with pay.

16.04 Where an employee is required to work and works on a holiday, the Employer shall pay the employee wages at one and one half times the employee's regular rate for the hours worked on the holiday and substitute another day that would ordinarily be a working day for the employee to take off work and for which the employee shall be paid holiday pay as if the substitute day were a holiday.

16.05 Where a holiday falls on a Saturday or a Sunday, the Employer shall designate a working day as the substituted holiday and the day so designated shall be deemed to be the holiday.

16.06 Where a holiday falls on a working day the Employer may designate another working day as the substituted holiday and the day so designated shall be deemed to be the holiday.

16.07 An employee, whose religious holiday falls on a day other than a day designated as a holiday under this Agreement, shall be entitled, upon at least one month's written notice to the Employer, to request permission to take their religious holiday off without pay, which request shall not be unreasonably denied. An employee who is granted permission to take their religious holiday off without pay may substitute a vacation day, schedule lieu time or, where approved in advance by the Employer, reschedule their work week, so that they do not suffer a loss of regular wages for taking their religious holiday off without pay.

ARTICLE 17 - VACATIONS

17.01 For the purpose of calculating vacation entitlement, each employee's vacation year shall run from the anniversary of their date of hire in any one calendar year to the anniversary of their date of hire in the following calendar year.

17.02 As of their anniversary date in any calendar year, an employee, who is not a temporary employee, is entitled to the following vacation and vacation pay:

- (a) an employee with less than twenty (20) completed years of service, is entitled to an annual vacation of twenty working days at their regular salary; and
- (b) an employee with more than twenty (20) completed years of service is entitled to an annual vacation of twenty-five working days at their regular salary.

An employee may request their vacation as it is earned, but shall not take vacation before it has been earned. An employee shall take their vacation within one year of it being earned and shall not carry more than five (5) vacation days over from one vacation year to the next.

17.03 An employee who is on vacation and becomes entitled to claim sick leave or bereavement leave may substitute the sick leave or bereavement leave for the vacation leave, provided that the request is made at the time the entitlement to sick leave or bereavement leave arises.

17.04 An employee who is terminated shall be paid the employee's outstanding vacation pay earned prior to the termination date, which the employee has not already received.

17.05 An employee may request in writing in advance that their vacation be taken in periods shorter than a week but not shorter than half a day and the Employer will agree to the request, provided it does not interfere with its operational requirements.

17.06 An employee may request in writing in advance that their vacation be taken in an unbroken period of up to five (5) weeks and the Employer will agree to the request, provided it does not interfere with its operational requirements.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 An employee may request an unpaid leave of absence and the Employer may grant the request, provided that it does not interfere with the Employer's operational requirements.

18.02 Where at the Union's request an employee is granted an unpaid leave of absence to attend professional activities presented by the Union, the employee shall continue to receive their pay and benefits, but the Union will reimburse the Employer for the amount of the pay and benefits for the period of the leave. It is agreed that such requests are subject to the operational requirements of the Employer and shall not exceed ten person days in total in any calendar year.

ARTICLE 19 - STUDY LEAVE

19.01 An employee who has completed five (5) full years of continuous employment shall be eligible to apply for up to eight (8) weeks of paid Study Leave in accordance with the KAIROS Study Leave policy, which application is subject to the approval by the Study Leave Committee. Study leave will not be unreasonably denied. The KAIROS Study Leave policy is not incorporated by reference into this Agreement.

In addition to salary, the Employer shall cover tuition to a maximum of Five Hundred (\$500) Dollars.

19.02 An employee who has completed fifteen (15) full years of continuous employment shall be eligible for one (1) week paid Reading Week per year.

ARTICLE 20 - PREGNANCY & PARENTAL LEAVE

20.01 An Employee is entitled to take pregnancy and parental leave in accordance with the provisions of the Employment Standards Act.

20.02 An employee with seniority who has at least nine (9) months of service, who is eligible for a pregnancy leave under the Employment Standards Act, and who has applied for and is eligible to receive Employment Insurance benefits during their pregnancy leave (the "EI Benefit") will be entitled to receive a pregnancy leave benefit based on the employee's regular rate of pay in effect on the date the pregnancy leave commences. The pregnancy leave benefit will be a top-up payment which, when added to the EI Benefit, means the employee receives ninety-five (95%) percent of the employee's regular rate of pay for the first seventeen (17) weeks of the pregnancy leave, including the two (2) week qualifying period. Sick leave credits will not be cancelled in exchange for the payment of the pregnancy leave benefit.

20.03 An employee with seniority who has at least nine (9) months of service, who is eligible for a parental leave under the Employment Standards Act, and who has applied for and is eligible to receive Employment Insurance benefits (the "EI Benefit") will be entitled to receive a parental leave benefit based on the employee's regular rate of pay in effect on the date the parental leave commences. The parental leave benefit will be a top-up payment which, when added to the EI Benefit, means the employee receives ninety-five (95%) percent of the employee's regular rate of pay for the first ten (10) weeks of the parental leave, including the two (2) week qualifying period, if applicable. Sick leave credits will not be cancelled in exchange for the payment of the pregnancy leave benefit.

ARTICLE 21 - BEREAVEMENT LEAVE

21.01 The Employer shall grant an employee a bereavement leave of five (5) working days for the purpose of preparing for and attending the funeral of an employee's spouse/life partner, child, step-child, parent, sister, brother, grandparent or grandchild.

21.02 The Employer shall grant an employee a bereavement leave of three (3) working days for the purpose of preparing for and attending the funeral of the employee's parent-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law or other significant person.

21.03 An employee who is granted bereavement leave, will be paid for that employee's regularly scheduled hours of work, during the period of leave, at the employee's regular rate.

ARTICLE 22 - JURY DUTY

22.01 Where an employee is required to serve as a juror or as a witness in a court proceeding and provides proof of that obligation to the Employer, the Employer will grant the employee paid court leave to serve as a juror or as a witness.

22.02 An employee who is granted court leave will be paid for that employee's regularly scheduled hours of work, during the period of the leave, at the employee's regular rate, minus any amount received by the employee for acting as a juror or as a witness in a court proceeding.

22.03 When an employee is excused as a juror or as a witness in a court proceeding for one half day or more, the employee will return to the workplace and complete the employee's regularly scheduled hours of work.

ARTICLE 23 - EMERGENCY LEAVE

23.01 Effective January 1 of each calendar year an employee shall be credited with eight (8) emergency leave days which an employee may utilize during that calendar year. Emergency leave days for part time employees shall be pro-rated. An employee who commences employment part way through a calendar year or an employee who was absent from work for longer than a calendar month in the prior calendar year shall have their emergency leave credits pro rated, except where an employee is on a leave protected by the Ontario *Human Rights Code*. An employee is not allowed to accrue earned emergency leave days from year to year. Emergency leave days can be taken in hours or days. There is no financial conversion for unused emergency leave days and unused emergency leave days shall not be paid out upon termination of employment.

23.02 An employee may use accrued emergency leave days to attend to an urgent matter, or medical appointment of the employee or a member of the employee's immediate family or other significant person who is dependent on the employee for care or assistance. The immediate family is considered to be an employee's spouse/life partner, child, step-child, ward, parent, parent-in-law, sibling, sibling-in-law, grandparent or grandchild.

23.03 An employee who is absent due to an emergency shall be entitled to claim their accrued emergency leave days in accordance with the terms of this Article. The employee shall notify the Employer when it is necessary to be absent due to an emergency and provide the Employer with sufficient information to support the claim for emergency leave.

23.04 An employee who is granted emergency leave, will be paid for that employee's regularly scheduled hours of work, during the period of leave, at the employee's regular rate out of the employee's accumulated emergency leave credits until those credits are exhausted.

ARTICLE 24 - SICK LEAVE

24.01 Effective December 31, 2016, the accrual of new sick leave days shall cease and sick leave days accrued as of December 31, 2016 shall be claimed until they are exhausted in accordance with this Article or the employee's employment is terminated. However, there is no financial conversion for unused sick leave days and unused sick leave days shall not be paid out upon termination of employment.

24.02 An employee who is absent due to a illness or accident that is not covered by the Workplace Safety & Insurance Act, shall be entitled to claim their accrued sick leave days in accordance with the terms of this Article. The employee shall notify the Employer when it is necessary to be absent due to illness or accident. The employer may require a medical certificate, or at the employer's expense an independent medical assessment, when the absence exceeds five working days or in cases of frequent absences.

24.03 The employee who is eligible to claim sick leave days shall be paid the employee's regular rate out of the employee's accumulated sick leave credits until those credits are exhausted or until the employee commences receiving long term disability benefits under the long term disability plan, whichever occurs first. Sick leave credits can be taken in hours or days.

ARTICLE 25 - BENEFITS

25.01 The Employer agrees to contribute 100% of the billed premium for the core life benefit under the current life insurance plan for each eligible employee.

25.02 The Employer agrees to contribute 100% of the billed premium for the core extended health benefit under the current extended health plan for each eligible employee.

25.03 The Employer agrees to contribute 100% of the billed premium for the current Restorative Care Plan to provide short term disability benefits for each eligible employee. In accordance with the terms of the Restorative Care Plan an eligible employee may be entitled to up to six (6) months of benefits based on 100% of their regular salary. An eligible employee in receipt of benefits shall receive 100% salary continuation at the Employee's regular rate of pay. A dispute with respect to a decision under the Restorative Care Program by the adjudicator denying an employee's claim can be grieved in accordance with the terms of the Grievance Procedure, provided all avenues for reconsideration under the Restorative Care Program have been exhausted first.

25.04 Each eligible employee shall pay 100% of the billed premium for the long term disability benefit under the current long term disability plan and the Employer shall deduct the premium from the employee's wages and pay it to the carrier.

25.05 The Employer agrees to contribute 100% of the billed premium for the core dental benefit under the current dental plan for each eligible employee.

25.06 It is agreed that the benefit plans referred to in this Article are not incorporated by reference into this Agreement, and that the Employer may, at any time change carriers or plans. Upon being notified of any changes to the benefit plans the Executive Director of KAIROS will notify the Union of those changes.

25.07 Each employee and their eligible dependants are entitled to be reimbursed up to Four Hundred (\$400) Dollars in any twenty-four consecutive month period for ophthalmic services, provided that those services are not reimbursable through any other benefit plan. For the purposes of this provision eligible dependants includes the employee's spouse/life partner and any child or step child under the age of eighteen under their custody, care and control.

25.08 Except where required by the Employment Standards Act, 2000 or another provision of this Article, the Employer shall not be required to pay any premium required by this Article on behalf of any employee who is absent from work without pay for more than thirty calendar days. However, an employee may arrange to have the benefit coverage continue for a period not to exceed a total of six months by arranging to pay the Employer the full premiums required in advance.

25.09 During an employee's pregnancy or parental leave the Employer shall continue to make the Employer's contributions for core benefit plans under this Article. An employee on pregnancy or parental leave may arrange to have their LTD and any optional benefit coverage continue by arranging to pay to the Employer the full premiums required in advance.

25.10 The payment of premiums under this Article does not restrict the Employer's right to terminate an employee in accordance with the other terms of this Agreement.

ARTICLE 26 - WAGES

26.01 An employee is entitled to be paid, based on the employee's regular salary as set forth in Schedule A, for all hours worked. Employees will be paid monthly through direct bank deposit.

26.02 If the Employer creates a new classification during the term of this Agreement it will be processed under the job evaluation plan.

ARTICLE 27 - PENSION PLAN

27.01 The Employer agrees to maintain The United Church of Canada Pension Plan (the "Pension Plan") in accordance with the terms of the Pension Plan and eligible employees shall participate in the Pension Plan and contribute their portion under the terms of the Pension Plan. The Employer shall deduct the employee's contribution to the Pension Plan from the employee's wages and pay it to the trustee of the Pension Plan. It is agreed that the Pension Plan referred to in this Article is not incorporated by reference into this Agreement, and that the Employer may, at any time change administrators or the terms of the Pension Plan.

ARTICLE 28 - HEALTH & SAFETY

28.01 A Joint Health and Safety Committee will be established in accordance with the Occupational Health & Safety Act, as amended.

28.02 The Employer shall be responsible for providing and maintaining a first aid kit to be kept in an appropriate location.

28.03 Any health and safety concerns of an employee with respect to travel outside the country that are not resolved between the employee and their manager shall be discussed at a meeting of the Joint Health & Safety Committee.

ARTICLE 29 - TRAVEL

29.01 Where an employee is required by the Employer to use their vehicle for business purposes then the employee will be reimbursed at the current rate per kilometre established by the United Church of Canada.

29.02 An employee who uses public transit for work is entitled to a fifteen (\$15) dollar a month subsidy paid for by the Employer.

29.03 Where an employee is required to travel outside of Canada for work, the Employer will provide the Employee with a cell phone paid for by the Employer for the duration of the trip.

29.04 The Employer agrees to continue to pay each employee a Telecommunications Subsidy of sixty-five (\$65) dollars a month, as a taxable benefit.

ARTICLE 30 - TERM OF AGREEMENT

30.01 This Agreement shall remain in full force and effect for a term extending from the date of ratification until December 31, 2023.

30.02 Within six (6) months, but not less than thirty (30) days, before the expiry date of this Agreement either party may give notice in writing to the other of its intention to bargain collectively to conclude a new agreement. Within fifteen (15) days of the date of the notice a date of meeting will be agreed upon.

Executed by the Employer and the Union in the City of Toronto as month of January 2023.

**CANADIAN UNION OF PUBLIC EMPLOYEES
Local 4557**

**THE UNITED CHURCH OF CANADA
on behalf of KAIROS**



Cheryl McNamara (Feb 2, 2023 11:51 EST)



Wage Schedules 2021, 2022 and 2023 - SCHEDULE A

SALARY CATEGORIES	2020				
	1 (start)	2 (6 mths)	3 (12 mths)	4 (24 mths)	Max (36 mths)
Level 7	\$ 49,950.00	\$ 51,863.00	\$ 54,777.00	\$ 57,690.00	\$ 60,603.00
Level 8	\$ 51,093.00	\$ 54,007.00	\$ 56,920.00	\$ 59,833.00	\$ 62,746.00
Level 9	\$ 53,239.00	\$ 56,151.00	\$ 59,065.00	\$ 61,978.00	\$ 64,891.00
Level 10	\$ 55,382.00	\$ 58,295.00	\$ 61,208.00	\$ 64,121.00	\$ 67,034.00
Level 11	\$ 57,527.00	\$ 60,439.00	\$ 63,353.00	\$ 66,268.00	\$ 69,179.00
2021 - 1.9%					
Level 7	\$ 50,899.05	\$ 52,848.40	\$ 55,817.76	\$ 58,786.11	\$ 61,754.46
Level 8	\$ 52,063.77	\$ 55,033.13	\$ 58,001.48	\$ 60,969.83	\$ 63,938.17
Level 9	\$ 54,250.54	\$ 57,217.87	\$ 60,187.24	\$ 63,155.58	\$ 66,123.93
Level 10	\$ 56,434.26	\$ 59,402.61	\$ 62,370.95	\$ 65,339.30	\$ 68,307.65
Level 11	\$ 58,620.01	\$ 61,587.34	\$ 64,556.71	\$ 67,527.09	\$ 70,493.40
2022 - 1.9%					
Level 7	\$ 52,680.52	\$ 54,698.09	\$ 57,771.38	\$ 60,843.62	\$ 63,915.86
Level 8	\$ 53,886.00	\$ 56,959.29	\$ 60,031.53	\$ 63,103.77	\$ 66,176.01
Level 9	\$ 56,149.31	\$ 59,220.49	\$ 62,293.79	\$ 65,366.03	\$ 68,438.27
Level 10	\$ 58,409.46	\$ 61,481.70	\$ 64,553.94	\$ 67,626.17	\$ 70,698.41
Level 11	\$ 60,671.71	\$ 63,742.90	\$ 66,816.19	\$ 69,890.54	\$ 72,960.67
2023 - 3.5%					
Level 7	\$ 54,524.33	\$ 56,612.52	\$ 59,793.38	\$ 62,973.15	\$ 66,152.92
Level 8	\$ 55,772.01	\$ 58,952.87	\$ 62,132.64	\$ 65,312.40	\$ 68,492.17
Level 9	\$ 58,114.54	\$ 61,293.21	\$ 64,474.07	\$ 67,653.84	\$ 70,833.61
Level 10	\$ 60,453.79	\$ 63,633.56	\$ 66,813.32	\$ 69,993.09	\$ 73,172.86
Level 11	\$ 62,795.22	\$ 65,973.90	\$ 69,154.76	\$ 72,336.71	\$ 75,514.29

The Employer is entitled to take an employee's prior experience and qualifications into account when establishing an employee's initial placement on the salary grid for a position, provided that an employee's initial placement shall not be higher than the twelve month rate. **Where an employee's initial placement on the grid is at the second step the employee will move to the third step after six months; to the fourth step at eighteen months and the fifth step after thirty months. Where an employee's initial placement on the grid is at the third step the employee will move to the fourth step at twelve months and the fifth step after twenty-four months.**

An employee will progress to the next step on the salary grid commencing on the first day of the month following the anniversary month of their initial placement in the position, provided that the employee is satisfactorily meeting the performance requirements of the position as assessed through the probationary and annual work reviews. No employee should expect movement to the next step on the salary grid unless their performance is satisfactory.

An employee who changes classifications shall be paid the applicable grid rate for the new classification.

Extra Hours of Work Agreement

BY THIS MEMORANDUM OF AGREEMENT made as of this 13th day of December 2022 between The United Church of Canada on behalf of KAIROS (the “Employer”) and the Canadian Union of Public Employees and its Local 4557 (the “Union”), the Employer and the Union agree to enter into an Extra Hours of Work Agreement in accordance with section 17 and 18 of the *Employment Standards Act, 2000* on the following terms:

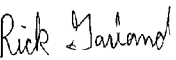
1. This Extra Hours of Work Agreement applies to all employees covered by the collective agreement between the Employer and the Union.
2. **Extra Daily Hours:** The normal daily hours of work are seven (7) hours a day excluding the daily unpaid lunch hour. The Union consents on behalf of the employees in the bargaining unit to allow them to work beyond their regular work day up to twelve (12) hours per day or the daily maximum allowed by the *Employment Standards Act, 2000*.
3. **Extra Weekly Hours:** The normal workweek will be thirty-five (35) hours per week. The Union also consents on behalf of the employees in the bargaining unit to allow them in exceptional circumstances to work beyond 48 hours in a week to a maximum of 60 hours in a week.
4. **Exceptional Circumstances:** Exceptional circumstances shall be defined as weekend meetings and work arising from travel inside and outside of Canada.
5. **Scheduling and Overtime:** Scheduling of hours of work and the payment of overtime shall be in accordance with the collective agreement.
6. This Extra Hours of Work Agreement shall remain in effect until the expiry of the collective agreement between the employer and the Union that expires December 31, 2023.


EXECUTED BY the Employer and the Union this 13th day of December 2022, in the City of Toronto, in the Province of Ontario.

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4557**

**THE UNITED CHURCH OF CANADA on
behalf of KAIROS**

per 

per 

per 
Cheryl McNamara (Feb 2, 2023 11:51 EST)

per _____

per 

per _____

per _____

CA L4557 KAIROS - TERM JAN 1 2020 - DEC 31 2023

Final Audit Report

2023-02-02

Created:	2023-02-02
By:	Elizabeth Wong (ewong@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQCy6MC_dKEmOb0qkhOZN1NswEzQZrva_

"CA L4557 KAIROS - TERM JAN 1 2020 - DEC 31 2023" History

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Document e-signed by Cheryl McNamara (ccmcnamara@yahoo.com)

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Document e-signed by Aisha Francis (afrancis@kairoscanada.org)

Signature Date: 2023-02-02 - 7:35:18 PM GMT - Time Source: server- IP address: 72.138.48.194

Agreement completed.

2023-02-02 - 7:35:18 PM GMT