

# **COLLECTIVE AGREEMENT**

between

**THE SALVATION ARMY MAXWELL MEIGHEN CENTRE**

(Hereinafter referred to as the "EMPLOYER")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3798.05**

(Hereinafter referred to as the "UNION")

**EXPIRY DATE:**

**March 31, 2026**

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## **ARTICLE 1 – PREAMBLE**

The Salvation Army, which is a worldwide Christian religious movement, has a deep concern for and involvement in providing services for the disadvantaged in society. This is further supported through the Agency's mission statement, which provides for ministering to those in need and other persons affected by homelessness or other societal needs through practical assistance and a demonstration of Christian love and concern.

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

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

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

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

**2.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of The Salvation Army Maxwell Meighen Centre in the City of Toronto, save and except Executive Director, Executive Secretary, Coordinators, employees above the rank of Coordinator and office and clerical workers.

Clarity Note:

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

**2.02** Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if such work would result in the layoff or the permanent reduction of regular hours of work of bargaining unit employees.

- 2.03**
- a) Regular Full-time – defined as employees who have completed probation and who regularly work more than twenty-four (24) hours per week.
  - b) Regular Part-time – defined as employees who have completed probation and who regularly work twenty-four (24) hours or less per week.
  - c) Relief – defined as employees who do not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability, for not more than twenty-four (24) hours per week on average. Work is scheduled as required to replace regular staff on an emergency basis, including sickness, vacation and other unanticipated absences. Relief employees have the right to decline work.

Articles 13 (Promotion and Staff Changes, unless no other regular employee is successful as outlined in 13.04 and the relief employee has the necessary qualifications as outlined in 13.04), 15 (Layoff and Recall), 18 (Leaves of Absence,

with the exception of 18.01), 20 (Benefits), 21 (Paid Holidays), 22 (Vacations) and 23 (Sick Leave) do not apply to relief employees.

- d) Should a relief employee not perform work for the Employer for a period of three (3) months, or turn down three (3) shifts, or does not respond to the offer of a shift within a reasonable time three (3) times within a three (3) month period, then they shall be removed from the relief list.

Relief employees who accept a shift and do not give at least twenty-four (24) hours' notice that they cannot work the shift will receive a disciplinary warning on the first occasion and a final warning on the following occasion. The third (3<sup>rd</sup>) occasion will result in termination.

Employees who accept a shift shall not give up that shift in order to accept a preferential shift unless approved by Employer.

#### **2.04** Contract Employees

- a) Contract employees may be hired for a specific term to perform a special project not to exceed twelve (12) months, unless the Union agrees otherwise, or to replace an employee who will be on approved leave of absence, pregnancy and parental leave, absence due to W.S.I.B. disability, sick leave, or long-term disability. The period of employment of such persons shall not exceed the absentee's leave. The Employer will inform the Union of the circumstances giving rise to the vacancy.
- b) If the contract employee's term exceeds one year or the length of the absentee's leave, as the case may be, the employee will be confirmed as a permanent employee and will gain seniority which shall be retroactively established, effective the last date of hire. The one (1) year adjustment shall not apply where the contract employee is covering for a maternity or parental leave. In such instance the adjustment shall follow an eighteen (18) month term or as otherwise allowed under the ESA.
- c) The following Articles do not apply to contract employees: 13 (Promotion and Staff Changes, unless no other regular employee is successful as outlined in 13.04 and the contract employee has the necessary qualifications as outlined in 13.04), 15 (Layoff and Recall), 18 (Leaves of Absence), and 20 (Benefits, unless the funding source provides funding for benefits). The Employer will inform the employee in writing at the time of hire of all entitlements and benefits that will apply or not.
- d) Where a contract position is filled by a regular full-time or part-time employee, the employee shall be seconded to the contract position, it being understood that at the conclusion of the assignment, the employee shall be entitled to return to her/his former position. Such an employee shall enjoy all rights and benefits of a regular full-time or part-time employee while seconded to the contract position.

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

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

**2.07** Union Stewards and committee members shall be entitled to leave their work during working hours without loss of pay, in order to carry out their functions as set out under this Collective Agreement and in accordance with the following. Permission to leave work during working

hours for such purposes shall first be obtained from their Coordinator, which shall not be unreasonably withheld. The privilege of such members to leave their work shall be granted on the following conditions:

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

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

### **ARTICLE 3 – NO DISCRIMINATION**

**3.01** The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this Agreement on the basis of any prohibited ground which is prescribed by the Ontario *Human Rights Code*; that is, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or handicap.

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

**3.03** The Employer and the Union agree that bullying and threatening behaviour will not be tolerated. Employees who believe they have been subject to, or witness of such behaviour shall bring the matter forward to the Employer or the Union. The Union and the Employer agree that the Employer's Workplace Harassment, Discrimination and Violence Prevention Policy shall be followed.

### **ARTICLE 4 – UNION SECURITY**

**4.01** The parties hereto agree to compulsory check-off of Union dues for all employees who come within the bargaining unit. The amount to be deducted shall be the regular union dues as established by the Union.

**4.02** Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded electronically to the Union by the fifteenth (15th) of the following month. The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.

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

- 4.04** The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made in accordance with this Article.
- 4.05**
- a) The Employer agrees to advise new employees that they will be subject to a Collective Agreement and pay Union dues.
  - b) The Employer agrees to provide a Union Steward with an opportunity to interview new employees for a period of up to ten (10) minutes during regularly scheduled working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the Collective Agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the employee's Coordinator, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.
- 4.06** All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director (or designate) and the Unit Chairperson of the Local Union.
- 4.07** The Employer shall provide the Union with a bulletin board in each Centre so that all employees will have access to it. The Union shall have the right to post notices of Union meetings or functions. All other notices the Union wishes to post are subject to prior approval from the Executive Director (or designate), which approval shall not be unreasonably withheld.

## **ARTICLE 5 – LABOUR MANAGEMENT RELATIONS**

### **5.01 Labour-Management Committee**

- a) There shall be a Labour-Management Committee composed of two (2) Union representatives, one (1) of whom shall be a Steward or designate and two (2) Employer representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairpersons of the meetings.
- b) The Committee will meet bi-monthly or less frequently if agreed between the parties at a mutually agreed upon time and place to discuss issues relating to the workplace, which affect bargaining unit employees. It is understood that the Committee will not discuss grievances or matters pertaining to negotiations. All such meetings will be held during working hours. Time spent at such meetings will be paid time.
- c) An Agenda will be agreed upon by the Co-Chairpersons and will be submitted to all members of the Committee at least two (2) working days in advance of the meeting. Matters shall be placed on the final agenda on agreement of the Co-Chairpersons that they fall within the terms of reference of the Committee.
- d) The parties will alternate in providing a secretary to the Committee. Minutes of each meeting will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting. Such minutes will be provided to the Committee members within ten (10) working days of such meeting.

### **5.02 Stewards**

- a) The Employer recognizes the right of the Union to appoint or otherwise elect up to five (5) employees as Stewards.

- b) The Union shall notify the Employer in writing the names of its Stewards. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. The list will be revised as changes occur.

### **5.03 Bargaining Committee**

A Union Bargaining Committee will be elected or appointed consisting of not more than three (3) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members. It is recognized for the purpose of negotiations for the renewal of the Collective Agreement that the employees who are members of the Union Bargaining Committee shall not suffer loss of regular pay for hours spent in negotiations with the Employer up to but not including conciliation, providing they are scheduled to work during those hours.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

**6.01** The Union recognizes the management of The Salvation Army Maxwell Meighen Centre and the direction of the workforce are fixed exclusively in the Employer, except where altered by the funding ministries, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency; to establish, alter and enforce reasonable rules and regulations, policies and practices governing the conduct of the employees;
- b) Select, transfer, hire and control the working force and employees; retire, layoff, classify, direct, promote, demote, train, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory discipline, suspension, demotion or transfer, or a claim by an employee who has served her/his probationary period that she/he has been disciplined, suspended, or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided; to operate and manage the facility in its entirety;
- c) Determine, in the interest of the efficient operation and high standard of service, the job content, rating and classifications, work assignments, methods of doing the work, and the working establishment for the service;
- d) Determine the kind, location and number of the Employer's establishments, the extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; the qualifications of employees; the number of employees needed by the organization at any time; the number of hours to be worked, starting and quitting times, methods to be used to ensure security of the property, and generally the right to manage the operation and its business without interference.

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

**6.03** Where circumstances allow, the Employer will post new or revised policies normally one (1) month in advance of the policy coming into effect, with a copy sent to the Union.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

Before filing a grievance, the employee shall first meet and discuss the dispute with their immediate supervisor and if not satisfied shall move to Step 1 of the grievance procedure. Employees have the right to Union representation when meeting with their supervisor prior to filing a grievance and at each step following. It is also the employees right to waive representation if they so choose.

### **7.02** Step 1

The Union may file a grievance on behalf of an employee to the employee's Coordinator within ten (10) working days after the circumstances giving rise to the grievance have occurred, or the date the employee ought reasonably to have become aware of the circumstances. The grievance shall be in writing on a grievance form, signed by the employee, and shall contain the nature of the grievance, the provision(s) of the Collective Agreement alleged to have been breached and the remedy sought. A meeting will be held within five (5) working days of submission of the grievance between the employee's Coordinator and the Union. The Coordinator shall deliver the response in writing to the Union within five (5) working days of the date of the meeting.

### **7.03** Step 2

Failing settlement at Step 1, the Union may refer the grievance to the Executive Director (or designate) within ten (10) working days of receiving the response at Step 1. A meeting will be held within ten (10) working days of submission of the grievance between the Executive Director (or designate) and the Union. The Executive Director (or designate) shall deliver the response in writing to the Union within five (5) working days of the date of the meeting. 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 Employer or the Union).

### **7.04** Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may decide to refer the dispute to arbitration not later than twenty (20) working days after the decision at Step 2 has been received.

### **7.05** Group Grievance

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

### **7.06** Policy Grievance

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within seven (7) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party. It is understood that such a grievance shall not deal with matters, which are properly the subject of an individual grievance.

**7.07** The time limits fixed in the grievance and arbitration procedure may be extended by consent of both parties and such time limits are mandatory.

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

**7.09** Arbitration Procedure

- a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, either party may, after exhausting the grievance procedure established by this Agreement within fifteen (15) working days following receipt of the response at Step 2 of the grievance procedure, notify the other party in writing of its desire to proceed to arbitration. Such written notification shall include the name and address of its nominee to the Board of Arbitration.
- b) Within ten (10) working days of receipt of notification, the other party shall advise the first party, in writing, of the name and address of its nominee to the Board of Arbitration.
- c) The two (2) nominees shall select a third appointee to act as an impartial chairperson.
- d) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- e) If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Office of Arbitration, Ministry of Labour upon request by either party.
- f) The decision of the Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both parties.
- g) The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement.
- h) Each of the parties will bear the fees and expenses of the nominee appointed by it, and one-half (1/2) the fees and expenses of the Chairperson.
- i) The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

## **ARTICLE 8 – NO STRIKES/NO LOCKOUTS**

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

## **ARTICLE 9 – DISCIPLINE, SUSPENSION AND DISCHARGE**

**9.01** Where a meeting is held for the purpose of giving an employee a written warning, including suspension or discharge, an employee shall have the right, to the presence of a Union Steward. The Employer shall advise the employee of this right in advance of the meeting.

- 9.02** An employee shall be given the reason, in writing, copied to the Union (unless the employee requests that the Union is not notified), for the imposition of any discipline, including suspension or discharge, at a meeting convened for such purpose.
- 9.03** In the event that an employee who has completed her/his probationary period is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance.
- 9.04** Grievances involving suspension or discharge shall proceed directly to Step 2 of the Grievance Procedure and must be presented within ten (10) working days after the notice of suspension or discharge was given.

## **ARTICLE 10 – PERSONNEL FILES**

- 10.01** Upon written request, an employee may have access to and be allowed to review her/his personnel file at a time mutually agreeable to the employee and the Employer in the presence of the Executive Director or designate and in the presence of the employees Union representative if requested. Upon request, an employee shall be provided with a copy of any material contained in her/his personnel file within five (5) working days of such request.
- 10.02** Fifteen (15) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file and shall not be used against her/him, provided the employee has been discipline free for said period.
- 10.03** Performance appraisals will be completed on an annual basis. A form reflecting the input of both the employee and the Coordinator will be signed by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.
- The parties agree that performance appraisals are non-disciplinary in nature and as such, the content of performance appraisals is not subject to the grievance and arbitration procedure.

## **ARTICLE 11 – SENIORITY**

- 11.01** Seniority shall be defined as an employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification or recognition of the Union. Part-time and relief staff will accumulate seniority on the basis of one (1) year's seniority for each 2080 hours worked in the bargaining unit as of the last date of hire.
- 11.02** Seniority will operate on a bargaining unit wide basis.
- 11.03** The Employer will post seniority lists showing each regular full-time employee's current classification and the date when each employee's employment commenced, and each part-time and relief employee's classification and the number of years and hours of seniority based on 11.01 above. Where two (2) or more employees commence work on the same day, seniority shall be determined alphabetically.
- 11.04** a) Up-to-date seniority lists shall be sent to the Union and posted on all Union bulletin boards in January and July of each year.

- b) The Employer shall also provide to the Union, complete contact information (name, mailing address, email, home and cellular numbers) for all union members.
- 11.05** An employee will not be placed on the seniority list until she/he has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and she/he will be credited with seniority equal to the probationary period.
- 11.06**
- a) Where a full-time employee transfers to a part-time bargaining unit position, seniority shall be converted on the basis of one (1) calendar year of service equals 2080 hours worked.
  - b) Where a part-time employee transfers into a full-time bargaining unit position, seniority shall be converted on the basis of 2080 hours worked equals one (1) calendar year of service.

## **ARTICLE 12 – LOSS OF SENIORITY**

- 12.01** An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated for any of the following reasons:
- a) Voluntary resignation;
  - b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
  - c) An employee is laid off for a period exceeding twelve (12) months;
  - d) An employee is absent from work for two (2) or more working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation satisfactory to the Employer is provided;
  - e) An employee fails to return to work within ten (10) working days after being notified of recall by registered mail (unless the employee is ill and able to provide a medical note). Registered mail sent to an employee's most recent address on her/his employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number;
  - f) An employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless the employee provides a reason satisfactory to the Employer.
- 12.02** The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such employee shall have the right to return to her/his position in the bargaining unit within sixty (60) days. Seniority will be reinstated upon return to bargaining unit employment, provided there has been no break in service with the Employer.

## **ARTICLE 13 – PROMOTIONS AND STAFF CHANGES**

- 13.01** Within ten (10) days of a new bargaining unit position, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy in a permanent bargaining unit position is

expected to last for more than five (5) months, the Employer will post such positions internally for a period of seven (7) calendar days.

**13.02** The posting will stipulate the classification, qualifications, hours of work and salary range, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.

**13.03** No outside interviews for any vacancy shall take place until the applications of present union members have been fully processed. The parties agree that all external applications will be sealed and not opened until the internal process is completed.

**13.04** Applications will be considered upon the following factors:

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

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

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

**13.06** Only the original vacancy and two (2) resulting temporary or permanent vacancies shall be posted. Any other vacancies, which occur as a result of having filled the original vacancy shall be filled in accordance with Article 13.04.

**13.07** Trial Period

The successful applicant for a job posting will be placed on a trial period for a period of thirty (30) days worked for part-time employees and sixty (60) days worked for full-time employees. The applicant will become permanent in the position after the trial period unless she/he requests to return to her/his former position, or the Employer determines she/he is not suitable for the position, subject to the employee's right to grieve. In such instances, the employee shall be returned to her/his former position and wages without loss of seniority. Any other employee promoted or transferred as a result will also be returned to her/his former position and wages without loss of seniority. The position may be awarded to the next successful applicant, if any, without the further need for posting.

## **ARTICLE 14 – PROBATION**

**14.01** A newly hired employee shall be known as a probationary employee until she/he has worked five hundred and twenty (520) hours; or if hired as a relief worker she/he must have worked five hundred and twenty (520) hours.

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

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

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

## **ARTICLE 15 – LAYOFF AND RECALL**

- 15.01** In the event of a proposed layoff, the Employer shall provide at least thirty (30) calendar days advance notice to the Union, where it is reasonably able to do so. Following such notice, the Employer shall meet with the Union if requested, to advise of the reasons for such layoff and to discuss means of avoiding the layoff.
- 15.02** The Employer agrees to provide to any bargaining unit employee who is to be laid off notice of layoff in accordance with its obligations under Ontario *Employment Standards Act*. The Employer will endeavour in all circumstances of layoff to provide additional written notice where possible.
- 15.03** An employee in receipt of a layoff notice may bump an employee with less seniority provided the employee exercising such right has the qualifications as set out in Article 13.04 as long as this is performed within the notice period outlined in the Ontario *Employment Standards Act* (forty [40] days). An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.02.
- 15.04** Employees shall continue to accumulate seniority while on layoff, subject to Article 12.01 c).
- 15.05** Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days, provided the employee being recalled has the qualifications as set out in Article 13.04. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 15.06** In the event of a vacancy or vacancies, employees will be recalled, in order of seniority, provided she/he has the qualifications as set out in Article 13.04. The posting procedure shall not apply until the recall procedure is completed.
- 15.07** Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.

## **ARTICLE 16 – HOURS OF WORK**

- 16.01** The regular workweek for full-time employees will be up to forty (40) hours, excluding unpaid meal breaks. A regularly scheduled shift will not be spread over a period longer than eight and one half (8.5) hours unless by mutual agreement of the parties.
- It is understood that the present twelve (12) hour shifts may be continued so long as the funding body requires that the shifts must be twelve (12) hours in length.
- 16.02** Work schedules will be posted at least one month in advance. Employees may exchange shifts with other employees in the same classification provided they have received the

consent of their Coordinator. Such request will be in writing. Such consent will not be unreasonably withheld. It is understood however that the Employer will not incur any penalty or premium resulting from such exchange of shifts.

**16.03** An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and a minimum thirty (30) minute unpaid meal period in a shift. However, when an employee is required by Management to remain on the premises during their meal period, they will be paid at their regular hourly rate of pay for that period.

**16.04** Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed.

**16.05** Full-time employees shall not be scheduled to work weekends unless such employees:

- a) Are hired to work days that include weekends; or
- b) Agree to work weekends.

**16.06** Part-time Relief

Employees on the relief list shall be called in order of seniority beginning with the most senior employee, in five (5) minute increments, until staff shortage is filled. Each call will be indicated in the relief call in sheet (worked/no answer/refused), succeeding call-ins will commence with the person listed below the last person to accept a shift on a rotating basis. Advance/block booking will be scheduled as above.

## **ARTICLE 17 – OVERTIME AND PREMIUM PAYMENT**

**17.01** Authorized hours of work in excess of the regular workweek under Article 16 (Hours of Work) above shall be compensated for on the following basis:

- a) Employees who work in excess of their regular workweek and up to forty-four (44) hours in a week shall be entitled to pay for each authorized hour worked.
- b) Employees who work more than forty-four (44) hours in a week shall be paid at the rate of time and one half (1½) the employee's regular hourly rate of pay for each authorized hour.

**17.02** Call Back

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

## **ARTICLE 18 – LEAVES OF ABSENCE**

**18.01** General Leave of Absence

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

another employer or agency. The Employer will reply to the request in writing, copied to the Union.

Seniority will be retained but not accumulated during such leave and the Employer shall not be required to pay benefit costs during the leave nor will the employee be eligible to accumulate sick leave credits during such leave. Subject to any restrictions by the carrier, if an employee wishes to have their benefits continued during this leave, the employee will pay the full costs of such benefits.

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

#### **18.02 Paid Leave of Absence**

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

#### **18.03 Union Leave of Absence**

Subject to the efficient operation of the Agency, leaves of absence for union business shall be granted without pay for up to an aggregate maximum for all employees of forty-five (45) days during each calendar year of this Agreement. The granting of such leave will not be unreasonably denied and will be subject to the following conditions:

- a) Not more than three (3) employees will be absent at any time and no more than one (1) per department;
- b) A written request from the Union must be made to the Employer normally at least two (2) weeks prior to the date of the Union's function;
- c) The employee's wages and benefits will be continued by the Employer, and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.
- d) In the event that the President of Local 3798 is elected from amongst the bargaining unit employees of Maxwell Meighen Centre, the Employer agrees to grant an additional forty-five (45) calendar days in any one (1) year for the so elected President, in addition to those days listed above. Provided that such leave will not unreasonably interfere with the Employer's operations.
- e) In the event that any member of the Union executive of Local 3798 is elected from amongst the bargaining unit employees of Maxwell Meighen Centre, the Employer agrees to grant an additional ten (10) calendar days in any one (1) year for the so elected Executive, in addition to those days listed above. Provided that such leave will not unreasonably interfere with the Employer's operations.

#### **18.04 Pregnancy and Parental Leave**

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

#### **18.05 Bereavement Leave**

- a) Bereavement leave with pay shall be granted for up to five (5) working days due to death of a spouse, parent, step parent, child, or step child. Such leave may commence with the day of the death and must be completed within seven (7) consecutive calendar days of the death.
- b) Bereavement leave with pay shall be granted for up to four (4) working days due to the death of a sibling, grandparent or grandchild. Such leave may commence with the

day of the death and must be taken within seven (7) consecutive calendar days of the death.

- c) Up to two (2) days paid leave shall be granted for mother-in-law, father-in-law or guardian, aunt, uncle, brother-in-law-, sister-in-law, son-in-law or daughter-in-law, in order to attend or make arrangements for the funeral.

This is to be taken within seven (7) days of the death.

- d) Additional leave without pay of up to five (5) working days may be granted where out of town travel is required in excess of five hundred (500) kilometres or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- e) During bereavement leave, seniority and service credits for all purposes continue to accrue.
- f) The Employer will extend leave without pay or permit the employee to draw from his/her vacation days, lieu days or overtime should the employee so request, in accordance with 18.01 a) General Leave of Absence, for up to one (1) year.
- g) In the event that a celebration of life is to be held at a later date, the employee may request that one of the bereavement days that the employee would otherwise had been entitled to, be deferred to be taken no later than 13 months following the date of death. The employee shall notify the Employer of this request within one (1) week. The date of the celebration of life shall be communicated to the Employer as soon as practically possible.

#### **18.06 Education Leave**

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

#### **18.07 Jury Duty and Witness Duty**

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

## **ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES**

**19.01** The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of her/his wages and deductions. Such pay shall be by direct deposit.

**19.02** An employee may, upon giving at least fifteen (15) working days advance written notice, receive on the last work day preceding the commencement of her/his annual vacation, any pay cheques which may fall during the period of the employee's vacation.

- 19.03** a) Subject to Article 13, when an employee temporarily performs the principal duties of a higher paying position inside the bargaining unit for a period of one (1) shift or more, she/he shall receive the rate for the job. Subject to Article 13, in the case of an employee being temporarily assigned to a lower paying position by the Employer, her/his rate shall not be reduced.
- b) Subject to Article 12.02, when an employee agrees to temporarily perform the principal duties of a position outside the bargaining unit for a period of one (1) shift or more, she/he shall receive a premium of ten (10) dollars for each full shift worked.

**19.04** Transportation Expenses

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

**19.05** Training and Professional Development

Where the Employer requires an employee to attend training courses, the Employer will provide the necessary tuition or registration fees, transportation, accommodation and meal expenses to employees who are required to attend training courses at locations outside the workplace. Attendance at such courses shall be considered work time and paid at the employee's applicable rate. If the employee fails to attend any training, without approval from the Employer, they shall be required to reimburse the cost of such training.

Recertification Training

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

Employees who miss their required recertification training shall be responsible for their own recertification at the employees cost.

Employees shall be informed in writing of recertification opportunities.

**19.06** Safety Shoe Allowance

Employees who have completed their probationary period and who are required by the Employer to wear a safety steel toed boots or a standard approved by the Canadian Standards Association will be reimbursed when needed up to one hundred dollars (\$100) no sooner than twenty-four (24) months.

To be eligible for reimbursement, proof of payment must be submitted to the Employer.

## **ARTICLE 20 – BENEFITS**

- 20.01** a) After a regular full-time employee has completed their probationary period, the Employer agrees to pay the premium costs of the single core employee group benefit plan currently in effect. Employees may opt to pay the premium costs for enhanced benefits as provided under the current group benefit plan. Employees must complete and return all of the forms necessary for benefit coverage within seven (7) calendar days of receipt.

Vision – three hundred twenty-five dollars (\$325.00) every twenty-four (24) months. One hundred and fifty dollars (\$150.00) to be reimbursed through the plan and one hundred and seventy-five dollars (\$175.00) to be reimbursed through submission of an original receipt to the Maxwell Meighen Centre.

- b) After a regular full-time employee has completed their probationary period, the Employer agrees to pay one hundred per cent (100%) of the premium costs of the Core Plan for family and couple coverage. This includes the Core Plan coverage as set forth in a) above.
- c) Until an employee reaches the age of sixty-five (65), employee paid (at one hundred percent [100%]) LTD is mandatory for all employees who regularly work thirty (30) hours or more a week.
- d) It is understood and agreed that employees taking leave per Article 18.01 and wish to have benefits continued during the leave, such employee will pay the full cost of benefits.

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

**20.03** Registered Retirement Savings Plan (RRSP)

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

Two (2) to five (5) years of service	3% of earnings
Six (6) to ten (10) years	3.25% of earnings
Eleven (11) to fifteen (15) years	3.5% of earnings
Sixteen (16) to twenty (20) years	4% of earnings
Twenty-one (21) to twenty-four (24) years	5% of earnings
Twenty-five years and over	6% of earnings

- 20.04** 1) Notwithstanding anything in the preceding articles, upon reaching the age of sixty-five (65) up to and including the age of sixty-nine (69), an employee will be entitled to:
- a) Basic accidental death and dismemberment (employee only)
  - b) Basic life insurance – one time (1x) annual earnings (employee only)
  - c) Core dental, vision and health – as set out in the current group benefit plan
- 2) In lieu of RRSP contributions as set out in Article 20.03, the Employer will pay directly to the employee the relevant percentage of earnings as set out in Article 20.03 and shall no longer make RRSP contributions on behalf of that employee after the timeframe permitted by law.

## **ARTICLE 21 – PAID HOLIDAYS**

**21.01** Subject to Article 21.06, regular full-time and part-time employees shall receive the following paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, Boxing Day and two (2) float days per year.

The National Day of Truth and Reconciliation shall be recognized as a holiday but does not attract premium pay. Employees shall either get the day off with pay or shall receive another day off in lieu.

- 21.02** Where an employee is not regularly scheduled to work on a paid holiday, she/he shall receive holiday pay in accordance with Article 21.06(b).
- 21.03** When an employee works on a paid holiday, the employee shall be paid at the rate of time and one half (1½) for all hours worked. In addition, if qualified the employee will receive the equivalent worked time off on a date mutually agreed to between the employee and their Coordinator, but within ninety (90) days of the statutory holiday in which the lieu time was earned. Failure to agree will result in a payout of the holiday pay. For greater clarity, employees who work an eight (8) hour day on the holiday will be entitled to take an eight (8) hour day off.
- 21.04** Each full-time and part-time employee who has completed one (1) year of service shall be granted two (2) days off with pay each calendar year to be termed floating holiday. Such floating holiday shall be taken on a date mutually agreed in advance between the employee and their Coordinator, but must be taken between January 1<sup>st</sup> and December 31<sup>st</sup> in any given year. Employee requests will not be unreasonably denied. Should any level of government proclaim a further statutory holiday, such holiday(s) will replace one or both of the lieu days as the case may be.
- 21.05** An employee shall be granted leave for an alternate religious holiday, upon written request to their Coordinator normally at least two (2) weeks prior to the date of the religious holiday, provided they use lieu time, overtime or vacation time. It is agreed that requests for cultural holidays are subject to the operational demands of the organization.
- 21.06** In order to be entitled to payment for a holiday, an employee must have:
- a) Worked her/his scheduled working day immediately preceding and the full scheduled working day immediately following the holiday, unless such absence is authorized by the Employer or an employee is absent due to illness on one or both of the qualifying days in accordance with Article 23 Sick Leave.
  - b) Holiday pay is calculated based upon the total amount of regular wages and vacation pay payable to the employee in the four (4) weeks before the work week in which the holiday occurred, divided by twenty (20).

## **ARTICLE 22 – VACATIONS**

- 22.01** Payment for vacation will be made at the time the vacation is taken.

There may be times when hours worked exceed the employee's regular schedule. These extra hours will not increase the employee's yearly vacation time entitlement.

Vacation pay for hours worked in excess of regular hours (i.e. additional shifts or overtime hours) will be paid each pay period as a percentage (replace symbol with words) as per the table below.

Employees are to be given every opportunity to take their full vacation entitlement by December 31<sup>st</sup> of each calendar year. Employees will request their vacation time in advance. The supervisor will approve the requests in advance, based on operational needs.

An employee can carry forward a maximum of two (2) weeks' vacation days to the next calendar year. Employees are required to take their minimum statutory vacation days in the

year they are earned and are not permitted to carry forward any portion of the minimum statutory vacation days to which they are entitled under their provincial employment standards legislation. Any vacation days in excess of the employee's statutory vacation entitlements and permitted carry forward days (not to exceed two [2] weeks) that remain unused by December 31 each calendar year will be forfeited. For clarity, employees will not be entitled to vacation time or vacation pay for any forfeited days.

Vacation time may not be scheduled or taken during a notice period of resignation or termination.

When employment ends, vacation pay for any vacation time accrued but not yet taken will be paid with the final earnings. Where more vacation time has been taken than earned, the amount will be deducted from the final earnings.

Employees will be granted an annual vacation entitlement (time and earnings), based on the employee's years of service and in accordance with this accrual schedule:

<b>Length of Service As per Work Anniversary Date</b>	<b>Vacation Weeks Per Calendar Year</b>	<b>Vacation Pay as a %</b>
Less than one year of Hire up to 2 years	2 weeks' pro-rated  1 vacation hour accrued for each 25 reg hours worked	4%
Completed 2 years but less than 6 years of service	3 weeks' pro-rated based on start date  1 vacation hour accrued for each 16.67 reg hours worked	6%
6 years but less than 13 years of services	4 weeks' pro-rated based on start date  1 vacation hour accrued for each 12.5 reg hours worked	8%
Completed 13 years of services	5 weeks' pro-rated based on start date  1 vacation hour accrued for each 10 reg hours worked.	10%
Completed 20 plus years of service	6 weeks' pro-rated based on start date  1 vacation hour accrued for each 8.33 reg hours worked	12%

Permanent part-time employees will accrue vacation on a pro-rata basis to be calculated on the basis of 2080 hours worked equals one year of service.

Example:

Sally has been employed with TSA for 1 year and works perm full-time 40 hours per week. Each pay period Sally accrues 3.2 vacation hours (80 reg hours worked/25 reg hours =3.2 hours)

Sam has been employed with TSA for 1 year and works perm full-time 35 hours per week. Each pay period Sam accrues 2.8 vacation hours (70 reg hours worked/ 25 reg hours =2.8 hours)

Tom has been employed for with TSA for 22 years and works 37.5 hours per week. Each pay period Tom accrues 9 vacation hours (75 re hours worked /8.33 reg hours=9 hours)

**22.02** Relief employees with less than five (5) years of service will be paid four percent (4%) vacation pay on a bi-weekly basis. Relief employees with five (5) years or more of service will be paid six percent (6%) vacation pay on a bi-weekly basis.

- 22.03**
- a) Selection of the employee's vacation period shall be on the basis of the employee's seniority, provided that such senior employee has submitted their choice of vacation dates in writing to the employee's immediate supervisor no later than March 15th of the calendar year in which the vacation is to be taken.
  - b) Vacation requests submitted after March 15<sup>th</sup> shall be submitted to the employee's supervisor or their designate in writing and shall be granted on a first come first served basis. Requests will not be unreasonably denied. If there is a dispute over a respective vacation date between employees, seniority of an employee will be the governing factor; provided the more senior employee's request was submitted in accordance with this agreement.
  - c) Requests for Christmas vacations must be submitted by all staff by the third (3<sup>rd</sup>) Friday of November. After such date, requests will not be unreasonably denied.
  - d) Vacations may be taken anytime of the year, provided adequate staffing of the agency can be maintained.
  - e) It is further understood that employees will use all of their vacation entitlement on or before December 31<sup>st</sup>. Employees will be entitled to carry over a maximum of two (2) weeks vacation into the following vacation year. Employees wishing to take vacation time in December, or who have outstanding vacation time after September, shall submit their requests in writing to the Employer by October 1<sup>st</sup> and the Employer shall respond, based on seniority, no later than October 30<sup>th</sup>.
  - f) Employees wishing to carryover vacation time shall make their requests in writing to the Employer by December 1<sup>st</sup>. The Employer reserves the right to automatically schedule any outstanding vacation after this time. It is agreed and understood any vacation carryover credits must be used by March 31.
  - g) Requests for summer vacations must be submitted by all staff by March 31<sup>st</sup> of any given year. Any request for summer vacation submitted after such date will not be unreasonably withheld and subject to sufficient coverage. Selection of vacation periods shall be on the basis of an employee's seniority.

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

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

- 22.06** Where an employee's scheduled vacation is interrupted due to serious illness or accident, the illness shall be considered sick leave, provided the employee provides a medical certificate proving serious illness or debilitating injury.
- 22.07** Upon giving the Employer thirty (30) days notice, employee's travelling out of the country for vacation purposes will be paid her/his full vacation pay. It is agreed and understood employees are required to provide proof they will be travelling outside of the country.

## **ARTICLE 23 – SICK LEAVE**

- 23.01** a) Sick leave credits are to be used during periods of absence from work with full pay and benefits, related to illness or injury of an employee not covered by *the Workplace Safety and Insurance Act*.
- b) Where an employee has been receiving sick leave credits pending receipt of benefits under the *Workplace Safety and Insurance Act*, the employee will be required to repay the employer for all sick leave that has been paid prior to the approval by the *Workplace Safety and Insurance Board*. Such repayment will be made as soon as possible upon receipt of WSIB.
- c) Where repayment is not made immediately, the employee shall meet with the employer to provide input regarding an appropriate schedule for recovery. The employee may if he/she chooses to be accompanied by his/her union steward.
- 23.02** Full-time employees will accumulate sick leave credits at the rate of 1.25 working days per month of employment. Part-time employees will accumulate sick leave credits at the rate of 1.25 working days for every twenty-two (22) shifts worked.
- 23.03** Employees may accumulate sick leave credits from year to year up to a maximum of eighty-five (85) days. An employee on return from LTD shall have her/his sick leave credits topped up so that she/he has at least five (5) sick days in the sick bank. Each employee shall receive by February 1<sup>st</sup> of each year an annual statement of cumulative sick leave credits.
- 23.04** a) An employee who has medical, dental and/or therapy appointments which could not be scheduled during non-working hours shall be entitled to use up to twenty-four (24) hours of accumulated leave per calendar year for this purpose and the time used will be deducted from the employee's sick leave bank.
- b) Medical and dental appointments should be scheduled to occur on the employee's time as much as possible. When this is not possible, advance notice of at least seventy-two (72) hours must be provided to the Employer, except in cases of emergencies.
- c) Employees will be entitled to use a maximum of three (3) days which must be taken as either a full day or a four (4) hour block, to be deducted from their accumulated sick leave credits for the purpose of mental health days. Advance notice must be provided to the Employer.
- 23.05** The Employer may require, after three (3) or more working days, or after two occasions per month for a minimum of two consecutive months, a medical certificate signed by a legally qualified medical practitioner verifying their sick leave is in accordance with Article 23.01. The Employer shall pay the full cost of any medical certificate required of an employee. Should the Employer have reason to believe that an employee is abusing sick leave, a medical certificate may be requested for less than two (2) days absence.

## **ARTICLE 24 – WORKERS' COMPENSATION**

- 24.01** All employees shall be covered by the *Workplace Safety and Insurance Act*.
- 24.02** An employee receiving payment for a compensable injury or illness under WSIB shall accumulate seniority as set forth in the *Workplace Safety and Insurance Act*.
- 24.03** While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.

## **ARTICLE 25 – JOB CLASSIFICATIONS**

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

## **ARTICLE 26 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

- 26.01** The Employer shall provide the Union with at least thirty (30) calendar days written notice of any technological and/or organizational change which will result in the layoff of bargaining unit employees, where it is reasonably able to do so. Such notice will include information regarding the nature of the change, the dates on which the Employer proposes to effect such change, and the impact of such change on employees.

## **ARTICLE 27 – HEALTH AND SAFETY**

- 27.01** The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions, which are a hazard to the health and safety of employees. The parties agree to comply with the *Occupational Health & Safety Act*.
- 27.02** A Health and Safety Committee shall be established which is composed of three (3) Union and three (3) Employer representatives. The Health and Safety Committee shall hold meetings at least once every three (3) months. The Committee shall maintain minutes of all meetings, which shall be posted.
- 27.03** Union representatives on the Committee shall be entitled to up to one (1) hour paid preparation time, upon notification to her/his supervisor prior to each meeting. Time spent in Committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 27.04** There shall be one Union representative who will be a certified worker as defined under the *Occupational Health and Safety Act*, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the *Occupational Health and Safety Act* and /or the Collective Agreement, they shall be paid at the applicable rate.

## ARTICLE 28 – COPIES OF AGREEMENT

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

## ARTICLE 29 – DURATION

**29.01** This Agreement shall be in effect from the date of ratification and shall remain in effect up to and including March 31, 2026 and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing at least ninety (90) days prior to the date of expiry that it desires amendments.

**IN WITNESS WHEREOF**, the parties have signed this Agreement

DATED at TORONTO, ONTARIO this 11<sup>th</sup> day of June 2024.

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 3798.05:**

**THE GOVERNING COUNCIL OF THE  
SALVATION ARMY ON BEHALF OF  
THE MAXWELL MEIGHEN CENTRE:**

X Catherine Champion  
Catherine Champion (Jun 18, 2024 16:56 EDT)  
Catherine Champion

X Karen Dolan  
Karen Dolan (Jun 11, 2024 15:26 EDT)  
Karen Dolan

X Linnette Forster  
Linnette Forster (Jun 17, 2024 14:32 EDT)  
Linnette Forster

X Lana Hampson-Morton  
Lana Hampson-Morton (Jun 12, 2024 08:25 EDT)  
Lana Hampson-Morton

X Robin Willis  
Robin Willis (Jun 11, 2024 20:58 EDT)  
Robin Willis

X Mauricio Urtecho  
Mauricio Urtecho (Jun 11, 2024 16:40 EDT)  
Mauricio Urtecho

X Dwayne Harmer  
Dwayne Harmer (Jun 18, 2024 21:34 EDT)  
Dwayne Harmer

X Josie Delpriore  
Josie Delpriore (Jun 11, 2024 20:01 EDT)  
Josie Delpriore

X Beth Kesselman  
Beth Kesselman (Jun 11, 2024 15:39 EDT)  
Beth Kesselman

X Brad Sider  
Brad Sider (Jun 18, 2024 15:22 EDT)  
Brad Sider

## SCHEDULE "A" – WAGE RATES

POSTION	April 1, 2023 (3%)		April 1, 2024 (2%)		April 1, 2025 (2%)	
	Probation	Post Probation	Probation	Post Probation	Probation	Post Probation
Dining/Clothing Room Attendant	\$17.26	\$17.96	\$17.61	\$18.32	\$17.96	\$18.69
Janitor/Housekeeper	\$19.51	\$20.20	\$19.90	\$20.60	\$20.30	\$21.01
Maintenance Worker Level 1	\$21.03	\$21.69	\$21.45	\$22.12	\$21.88	\$22.57
Maintenance Worker Level 2	\$21.96	\$22.60	\$22.40	\$23.06	\$22.84	\$23.52
Intake Worker	\$23.13	\$23.80	\$23.59	\$24.27	\$24.06	\$24.76
Community Follow-up Worker	\$27.39	\$28.05	\$27.93	\$28.62	\$28.49	\$29.19
Housing Worker	\$27.39	\$28.05	\$27.93	\$28.62	\$28.49	\$29.19
Case Worker	\$26.13	\$26.79	\$26.65	\$27.33	\$27.18	\$27.88
Senior Counsellor	\$27.36	\$28.04	\$27.91	\$28.60	\$28.47	\$29.18

## LETTER OF UNDERSTANDING

### Re: Collective Agreement Re-Opener – Wage Increase

The Union may request to meet with The Salvation Army Maxwell Meighen Centre to re-open the Collective Agreement for the sole purpose of negotiating potential wage increases in the event that:

- a) the Union is granted an exemption pursuant to its request under Section 27 of the Protecting a Sustainable Public Sector for Future Generations Act; 2019 (Bill 124); or
- b) Bill 124 is withdrawn or amended by the Ontario Legislature to provide for increases in compensation above 1% within the three-year moderation period prescribed by, Bill124; or
- c) Bill 124 is overturned by the courts and is either:
  - i. not replaced by similar legislation; or
  - ii. replaced by legislation with provisions that might allow for a negotiated increase, within the three-year moderation period prescribed by Bill124.

In such a case, should the Union wish to re-open the Collective Agreement for the purpose of negotiating the previously agreed to wage increases, it shall provide The Salvation Army Maxwell Meighen Centre with notice to that effect prior to the expiry of the Collective Agreement and the Parties shall meet within 30 days of the Union having given notice to negotiate wages.

DATED at TORONTO, ONTARIO this 6<sup>th</sup> day of June 2024.

**ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES, LOCAL 3798.05:**

**THE GOVERNING COUNCIL OF THE  
SALVATION ARMY ON BEHALF OF  
THE MAXWELL MEIGHEN CENTRE:**

X Catherine Champion  
Catherine Champion (Jun 18, 2024 16:56 EDT)

Catherine Champion

X Linette Forrester  
Linette Forrester (Jun 12, 2024 14:32 EDT)

Linette Forster

X Robin Willis  
Robin Willis (Jun 11, 2024 20:58 EDT)

Robin Willis

X Dwayne Harmer  
Dwayne Harmer (Jun 18, 2024 21:34 EDT)

Dwayne Harmer

X Beth Kesselman  
Beth Kesselman (Jun 11, 2024 15:39 EDT)

Beth Kessleman

X Karen Dolan  
Karen Dolan (Jun 11, 2024 15:26 EDT)

Karen Dolan

X Lana Hampson-Morton  
Lana Hampson-Morton (Jun 12, 2024 08:25 EDT)

Lana Hampson-Morton

X Mauricio Urtecho  
Mauricio Urtecho (Jun 11, 2024 16:40 EDT)

Mauricio Urtecho

X Josie Delpriore  
Josie Delpriore (Jun 11, 2024 20:01 EDT)

Josie Delpriore

X Brad Sider  
Brad Sider (Jun 19, 2024 15:22 EDT)

Brad Sider

## MEMORANDUM OF AGREEMENT

Between

THE SALVATION ARMY MAXWELL MEIGHEN

And

CANADIAN UNION OF PUBLIC EMPLOYEES and Its Local 3798.05

**WHEREAS** the Union and the Employer (the "Parties") are parties to a Collective Agreement and a Letter of Understanding, RE: Wage Reopener ("LOU").

**AND WHEREAS** Bill 124 was overturned by the Ontario Supreme Court, per the LOU the Parties met for the purpose of negotiating monetary per the LOU.

**AND WHEREAS** the Parties agree to amend the provisions of the collective agreement, as it relates to the Letter of Understanding - Bill 124 Wage Reopener.

This Agreement considered incorporated within the collective agreement and constitutes the complete full settlement of all matters related to compensation and monetary items impacted by Bill 124 except for provisions noted below (7)

1. The parties agree that the wages reflected in the revised Schedule "A" will be effective on the date of signing. Wage increases will be retroactive to the respective dates noted below for all employees currently employed as of the date of signing and employees who had retired during the three-year moderation period, subject to conditions set out below. The changes to the schedule "A" are calculated as follows;
2. Wages shall be increased by an additional 2% effective April 1, 2020, 2% effective April 1, 2021 and 2% effective Apr. 1, 2022 to each classification in the Collective Agreement representing an additional 2 % per year of moderation. The 2% per year retroactive payments will be paid at the new rates of pay for 2020, 2021 and 2022 as per the revised Schedule A document included as an appendix. (For clarity, the 2% for year 2021 will be calculated and paid on the revised wage rate adjustment from 2020 and the 2% for year 2022 will be calculated and paid on the revised wage rate adjustment from 2021.)
3. With respect to retirees, the Employer shall send a letter to the last known address of employees who had retired during the moderation period. This letter shall be sent within 30 days of signing. To be eligible for retro payment as contained in this agreement, the retiree must reply in writing within 30 days of the date of the letter being sent.

4. These increases and adjustments shall be paid on all regular hours, inclusive of vacation and sick leave, retroactive to April 1, 2020.
5. Retroactive payments will be made on a pay deposit separate from a regular pay, no later than sixty (60) days from date of signing.
6. The parties agree that the Collective Agreement shall continue to incorporate all of the current terms, together with the revised Schedule "A" attached as Appendix A.
7. The parties further agree that these Minutes of Settlement is entered into a without prejudice and without precedent basis and shall recommend acceptance.
8. In the event that the Bill 124 appeal is has a different outcome, the parties will meet to discuss the impact of implementing the outcome.
9. This agreement is made without admission of liability on the part of the Employer and is without prejudice or precedent to any other existing or future matters between the Parties.

### Appendix A

					2021				2022			
	Probation		Post Probation		Probation		Post Probation		Probation		Post Probation	
Dining/Clothing Room Attendant	\$ 15.49	\$ 15.80	\$ 16.11	\$ 16.43	\$ 15.80	\$ 16.27	\$ 16.43	\$ 16.93	\$ 16.27	\$ 16.76	\$ 16.93	\$ 17.43
Janitor/Housekeeper	\$ 17.50	\$ 17.85	\$ 18.12	\$ 18.48	\$ 17.85	\$ 18.39	\$ 18.48	\$ 19.04	\$ 18.39	\$ 18.94	\$ 19.04	\$ 19.61
Maintenance Worker Level 1	\$ 18.87	\$ 19.25	\$ 19.46	\$ 19.85	\$ 19.25	\$ 19.82	\$ 19.85	\$ 20.44	\$ 19.82	\$ 20.42	\$ 20.44	\$ 21.06
Maintenance Worker Level 2	\$ 19.70	\$ 20.09	\$ 20.28	\$ 20.69	\$ 20.09	\$ 20.70	\$ 20.69	\$ 21.31	\$ 20.70	\$ 21.32	\$ 21.31	\$ 21.95
Intake Worker	\$ 20.75	\$ 21.17	\$ 21.35	\$ 21.78	\$ 21.17	\$ 21.80	\$ 21.78	\$ 22.43	\$ 21.80	\$ 22.45	\$ 22.43	\$ 23.10
Community Follow-up Worker	\$ 24.57	\$ 25.06	\$ 25.17	\$ 25.67	\$ 25.06	\$ 25.81	\$ 25.67	\$ 26.44	\$ 25.81	\$ 26.59	\$ 26.44	\$ 27.24
Housing Worker	\$ 24.57	\$ 25.06	\$ 25.17	\$ 25.67	\$ 25.06	\$ 25.81	\$ 25.67	\$ 26.44	\$ 25.81	\$ 26.59	\$ 26.44	\$ 27.24
Case Worker	\$ 23.44	\$ 23.91	\$ 24.04	\$ 24.52	\$ 23.91	\$ 24.63	\$ 24.52	\$ 25.26	\$ 24.63	\$ 25.36	\$ 25.26	\$ 26.01
Senior Counsellor	\$ 24.55	\$ 25.04	\$ 25.16	\$ 25.66	\$ 25.04	\$ 25.79	\$ 25.66	\$ 26.43	\$ 25.79	\$ 26.57	\$ 26.43	\$ 27.23

- \*\* Starting Rate based on 2020 Inclusive of 1% + 2% Reopener
- \*\* 2021 rate is based on the new 2020 rate plus of 3%
- \*\* 2022 rate is based on the new 2021 rate plus of 3%
- \*\* Retro payment will be based on 2% for 2020, 2021 & 2022 (6% total)

## **LETTER OF UNDERSTANDING**

### **Re: Multi Sector Pension Plan**

**Between:** Salvation Army Maxwell Meighen Centre, and  
The Canadian Union of Public Employees, Local 3798.05

The Salvation Army agrees to meet with representatives from the Union and the Multi Sector Pension Plan provider, in order to study and review the plan and to consider the possibility of replacing the current RRSP plan with the Union's Multi Sector Pension Plan. Such consideration shall not be construed as agreement between the Parties. This meeting shall take place within six (6) months of the ratification of this agreement or at any other time mutually agreed to within the life of the Collective Agreement.

## **LETTER OF UNDERSTANDING**

### **Re: Housing Workers**

If mandatory weekend shifts for Housing Workers are required in order to receive continued funding from the funder during the life of this Collective Agreement, the Employer shall meet with the Union to develop this schedule.