



# **COLLECTIVE AGREEMENT**

**- between -**

**GOOD SHEPHERD REFUGE SOCIAL MINISTRIES**  
(hereinafter referred to as "the Employer")

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 3798.3**  
(hereinafter referred to as "the Union")

**EXPIRY DATE**  
**APRIL 1, 2023 to MARCH 31, 2027**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement to establish and maintain harmonious relations; to recognize the mutual value of joint discussions and negotiations; to provide for the final and binding settlement of grievances and disputes; and to establish mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 Whenever the singular is used throughout this Agreement, it is agreed that the plural is an acceptable substitute wherever and whenever it is applicable.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees in the City of Toronto, save and except Managers and anyone above the rank of Manager, Pastoral Services/Fundraising/Payroll/Accounting/Human Resources staff, and Secretary to the Executive Director.

For purposes of clarity, the parties agree that the persons who are members of a Religious Community, as well as Program Participants receiving remuneration from the Good Shepherd Social Purpose Enterprise, such as clients of Good Shepherd Ministries and other social services and mental health/addiction service providers, are excluded from the bargaining unit.

- 2.02 The Employer agrees that the use of volunteers or other non-bargaining unit persons shall not directly result in the layoff or the reduction of regular hours of work of bargaining unit employees. The Employer agrees that members of a religious community will not be used to displace an employee in an existing classification. Such persons from a religious community may, however, be used to fill a temporary or permanent vacancy.

### **2.03 Regular Part-time Employee**

A regular part-time employee works less than thirty (30) hours per week on average. All part-time employees shall receive the wage rates, seniority credits and applicable benefits on a pro-rata basis, according to their hours of work, except as otherwise provided herein.

### **2.04 Relief Staff**

- a) Relief staff do not work on a regularly scheduled basis and the hours of work are determined by the Employer's needs and the employee's availability, for not more than thirty (30) hours per week on average. Work is scheduled as required to cover for regular staff in circumstances of emergency, vacation or to fill a temporary vacancy, which vacancy, does not exceed ninety (90) calendar days, or by mutual agreement between the parties. Relief staff have the right to decline work.
- b) Relief staff shall provide their availability to the Employer within five (5) days of the employer's request. Once the availability has been submitted to the Employer, such availability shall continue into each subsequent month unless notified otherwise by the employee in writing. If the employee has failed to submit his/her availability, he/she shall be deemed to be unavailable.

The employee shall be deemed terminated if he/she has declined work for his/her stated availability, without providing a reason that is satisfactory to the Employer, as follows:

1. Relief employees who turn down three (3) shifts in a three (3) month period will be terminated. A relief employee who does not respond to a call, or any other agreed upon means of communication, from the employer within twenty (24) hours of the call/communication is deemed to have turned down the shift, regardless of whether or not the shift is still available.
2. Relief employees who accept a shift and who do not give at least eight (8) 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.

## 2.05 Contract Employees

- a) Employees hired from outside of the organization into a fixed term employment arrangement shall be referred to as Contract Employees.
- b) Such employees may be hired for a specific term to temporarily replace an employee who is on approved leave of absence, absence due to injury in respect of which WSIB benefits are being paid, sick leave, maternity/paternity 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 and the special conditions relating to such employment.
- c) Contract employees may also be hired to perform a special function for which specific funding has been designated, normally for up to a period of two (2) years. At the discretion of Good Shepherd, the contract employee may be extended only if due to a funding extension to a maximum of three (3) years.
- d) If a contract employee's contract exceeds two (2) years, or beyond three (3) years STRICTLY due to a funding extension, the employee will gain permanent status.
- e) Contract employees shall enjoy all rights and privileges of this Agreement, save and except Article 15 (Layoff and Recall), Article 18.01 (General Leave of Absence), and Article 18.04 (Pregnancy and Parental Leave).
- f) Contract employees, whose fixed term of employment has expired, or has concluded due to unforeseen circumstances, shall receive notice in accordance with the *Employment Standards Act*. It is agreed that the provisions of Article 15 shall not apply under such circumstances.
- g) On a biannual basis, in January and July of each year, the Employer will provide the Union with a list of contract employees, their date of hire into the contract arrangement and all contract employment positions they have held with the Employer.

- 2.06 No employee shall be required or permitted to make an agreement with the Employer which conflicts with the terms of this collective agreement.
- 2.07 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel.
- 2.08 Except as otherwise agreed by the Employer, Union officers, stewards and committee members are expected to carry out their duties and responsibilities during their own non-working hours. Unless otherwise agreed, such time shall not be considered as time worked and will not be paid. Notwithstanding the foregoing, there shall be no loss of pay for Union officers, stewards and committee members for time spent attending Labour-Management Committee meetings, Health and Safety Committee meetings, discipline meetings and meetings with the employer under the grievance procedure.
- 2.09 The Union shall have the right, provided that reasonable prior notice has been given, to have the assistance of representatives of the Canadian Union of Public Employees when meeting or negotiating with the Employer.
- 2.10 The Union agrees that there will be no Union activities on the premises of the Employer, except as specifically permitted by this Agreement or as otherwise agreed to by the Employer.
- 2.11 In the event that the Employer proposes to contract out work that is likely to cause a layoff or reduction in the regular hours of work for a bargaining unit employee, the Employer agrees to meet with the Union to discuss ways of lessening the possible adverse effects. Such contracting out will only occur as a result of adverse economic circumstances affecting the Employer that may result in the reduction or elimination of a service.
- 2.12 "Work" Day  
Wherever the term "work days" or "working days" is used within the agreement it shall be taken to mean business days from Monday to Friday inclusive, with the exception of statutory/recognized holidays that fall on any of the Monday to Friday business days.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's activity or lack of activity in the Union.
- 3.02 The Employer and the Union agree that there will be no discrimination or harassment against any employee by reason of age, race, creed, colour, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, sex/pregnancy, gender identity, gender expression, marital status, family status, receipt of public assistance, record of offences or disability. For the purposes of this Article, "harassment" and any of the protected grounds listed shall have the meaning as defined in the *Ontario Human Rights Code* as may be amended from time to time.
- 3.03 All references to "spouse" in this Collective Agreement shall be non-gender specific.

## **ARTICLE 4 - UNION SECURITY AND UNION MEMBERSHIP**

- 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, or assessments determined by the Union. The Union shall inform the Employer in writing of the amount to be deducted.
- 4.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month. The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of full-time and part-time members, the wages earned during the month by these members and the dues deducted, with a copy to the Local Secretary-Treasurer.
- 4.03 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 reason of, deductions made or payments made in accordance with this Article.
- 4.04 The Employer agrees to record the total dues deductions paid by each employee for the previous calendar year on the employee's T-4 income tax form.
- 4.05 All bargaining unit employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new bargaining unit employees shall become and remain members in good standing of the Union upon completion of the probationary period.
- 4.06 The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues check-off provisions of any collective agreement that may be in effect from time to time.
- 4.07 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 Union (or designate), with a copy to the CUPE National Representative. The Union shall have the continued responsibility to provide the Employer with the current name and address of the CUPE National Representative.
- 4.08 The Employer agrees to provide secured Bulletin Boards, one in the kitchen and one at Reception at 412 Queen Street East, and one at all other locations for the purpose of posting union notices and official information. The notices will be reviewed with management prior to being posted. The notices will be signed and posted only by Officers of the Union and will be in keeping with the spirit and intent of this Agreement.
- 4.09 The Employer agrees to provide a Union Steward with an opportunity to meet with a new employee(s) for a period of up to thirty (30) 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 appropriate Manager, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee. If it is determined by the Employer that it is more practical to conduct the meeting as a group session, the duration of the session shall not exceed thirty (30) minutes in total.

## **ARTICLE 5 - LABOUR MANAGEMENT RELATIONS**

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

- a) A Labour/Management Committee will be established consisting of three (3) Union representatives and three (3) Employer representatives. An Employer representative and a Union representative shall act as voting Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairpersons of the meetings.
- b) The Committee will meet quarterly, or as required, at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings.
- 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. Draft minutes of each meeting will be prepared as soon as possible after the close of the meeting and provided to Committee members. Once the minutes have been approved and signed by the Chairpersons, they shall be posted in the workplace.

### **5.02 Stewards**

- a) The Employer acknowledges the right of the Union to appoint or otherwise select three (3) Union Stewards for the purpose of representing employees in the handling of complaints and grievances. The Union recognizes however that such persons have regular duties to perform on behalf of the Employer and that they will not leave their regular duties without first obtaining permission from their direct work supervisor, which permission shall not be arbitrarily withheld.
- b) The Union shall notify the Employer in writing of 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. This list will be revised as changes occur.

### **5.03 Bargaining Committee**

- a) 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, provided they are scheduled to work during those hours and provided that the total number of negotiation days does not exceed five (5) days in total for which such employees shall not suffer loss of pay.

- b) Upon written request, the Employer shall comply with reasonable requests for information or documentation requested by the Union- in connection with the bargaining process.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union recognizes that the management of the Ministry and the direction of the working forces are fixed exclusively in the Employer and that the Employer has the right to:

- a) Maintain order, discipline and efficiency;
- b) Hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall, discharge, suspend or otherwise discipline employees for just and sufficient cause subject to the right of the employee to grieve to the extent and manner provided for herein in the event that the provisions of this Agreement are violated in the exercise of this rights;
- c) Determine the nature and kind of business to be conducted by the Employer, the types and locations of equipment and material to be used, the methods and techniques of work, schedules of work, and the number of personnel employed from time to time;
- d) To institute changes in jobs and their content as well as job assignments, the extension, limitation, curtailment or cessation of operations;
- e) To make, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

6.02 The Employer agrees that the above functions will not be exercised in a manner inconsistent with the provisions of this Agreement.

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

7.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Employer with respect to the application, interpretation or alleged violation of this Agreement be adjusted as quickly as possible.

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement. At each step of the grievance procedure, the employee shall have the right to be present with no loss of pay.

7.02 Complaint

It is understood that an employee has no complaint or grievance until he/she, either directly or through the Union has first given his/her immediate supervisor an opportunity to adjust the complaint within seven (7) work days after the circumstances giving rise to it have occurred.

7.03 Step 1

If, after having registered the complaint with her/his supervisor and such complaint is not settled within two (2) working days, or within a longer period of time which may have been agreed upon by the parties, a grievance may be submitted in writing, no later than five (5) working days, or within a longer period of time which may be mutually agreed, to the Executive Director who shall within three (3) working days hold a meeting with the Union, or any such time as may mutually be agreed. The Executive Director shall within a further two (2) working days following the meeting, give his decision to the Union in writing.

7.04 Step 2

Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred by written application to Arbitration within twenty (20) calendar days of the Employer's response under Step 1 of the grievance procedure.

By mutual agreement of the parties, unresolved grievances may be referred to mediation and/or mediation/arbitration. Should such be the case, the mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

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. Such a grievance shall then be processed within the framework of the grievance procedure.

7.06 Either party may institute a grievance in writing commencing at Step 1 of the grievance procedure related to a general interpretation or violation of this Agreement, provided that it is presented to the other party within seven (7) work days after the circumstances giving rise to the grievance have originated or occurred, and provided that the other party has been given the opportunity to adjust the concern prior to it being submitted as a grievance. 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.

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) The parties may agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.

- b) Where the parties do not agree to the use of a sole arbitrator, the initiating party will include the name of their nominee to a Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter, advise the initiating party, in writing, of its nominee to the Board of Arbitration. The two nominees shall select a third party to act as an impartial Chairperson of the Board of Arbitration.
- c) In the event that the parties are unable to mutually agree on an arbitrator (or chairperson in the case of a Board), either party may make application to the Office of Arbitration for the appointment of an arbitrator.
- d) 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 (or sole arbitrator).
- e) Employees involved in the grievance or arbitration procedure shall not suffer loss of seniority during such procedures.

## **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 An employee will have the right to have a Union representative present at any meeting which the Employer expects will result in disciplinary action. The Employer shall advise the employee of this right in advance of the meeting. In the event the Employer requires a representative at such a meeting and where one is not available, they shall contact the CUPE Local Union Office for assistance. The non-availability of a steward or a representative shall not unreasonably delay the holding of the meeting or cause a disruption of service to clients. In the event that a steward or a representative is not reasonably available, the Employee will be offered another employee of his/her choice who is readily available in the workplace to attend the meeting as a witness.

9.02 In the event an employee who has completed probation 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.

9.03 Such grievance shall proceed to Step 1 of the grievance procedure and must be presented within ten (10) working days after notice of the discipline, suspension or discharge was given.

## **ARTICLE 10 - PERSONNEL FILES**

10.01 An employee shall, upon giving one (1) day's advance notice to the Executive Director, have access to and be allowed to review her/his personnel file. It is understood that employee information that forms part of the file shall be maintained and secured in a confidential manner at all times. An employee shall have the right to make copies of any material contained in her/his personnel file.

10.02 Provided that there have not been any intervening disciplinary events, notations with respect to the imposition of disciplinary action shall be removed from an employee's record eighteen (18) months after the imposition of such discipline.

For the purpose of this article, the time period referred to above shall be extended from the date of the discipline, by the length of any leave that exceeds thirty (30) days.

10.03 Performance appraisals will be completed on an annual basis. Standard forms will be used and these forms will be reviewed and revised as necessary. A form reflecting the input of both the employee and the supervisor will have provision for signature by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

## **ARTICLE 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 employees 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 a seniority list within thirty (30) days of ratification of this Agreement, showing the employee's current classification and seniority date. Where two (2) or more employees commence work on the same day, seniority shall be determined by the date of application for employment. An employee has sixty (60) days to submit a written grievance to the Employer for adjustment after which time the posted seniority shall be deemed to be correct.

11.04 An up-to-date seniority list shall be sent to the Union and posted on Union bulletin boards in January and July of each year. The list shall include name, status, date of original hire and seniority as of the end of a specified pay period prior to the posting date. The list shall also note whether an employee is on an extended leave of absence as of the date of the posting as well as the leave commencement date, but shall not specify the nature of the leave.

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 he/she will be credited with seniority equal to the probationary period.

11.06 Where seniority accrual continues during an absence from work, as provided within the collective agreement and/or government legislation, seniority for part-time and relief staff shall accrue on the basis of the employee's weekly hours of work for the twenty-six weeks prior to the commencement of the leave.

## **ARTICLE 12 - LOSS OF SENIORITY**

- 12.01 Unless otherwise provided within the collective agreement, a person shall also lose all seniority and shall be deemed to have terminated employment with the Employer if he/she:
- a) Voluntarily quits;
  - b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
  - c) Twelve (12) months have elapsed from the day of layoff;
  - d) Fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement, unless a reasonable explanation is provided to the Employer;
  - e) Is absent from work without notification for more than two (2) scheduled working days, unless a reasonable explanation is provided to the Employer.
  - f) Relief employee terminated as per article 2.04 of this Collective Agreement.
- 12.02
- a) 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 during her/his trial period, which shall be a maximum of sixty (60) days. Seniority will be reinstated upon return to bargaining unit employment, provided there has been no break in service with the Employer.
  - b) Where an employee returns to a bargaining unit position after the sixty (60) day period above, they will have no seniority. However, they will be allowed their service with the Employer for the purpose of this Agreement.

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

- 13.01 In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs, or when a temporary vacancy in a permanent bargaining unit position is expected to last for more than ninety (90) calendar days, the Employer will post such positions internally for a period of seven (7) calendar days. The posting will be made within three (3) weeks of the occurrence of a vacancy where possible and reasonable. Where it is not possible to post within the three (3) week period, the Employer will provide a written explanation to the Union within two (2) weeks. It is understood that the posting provisions do not apply to temporary vacancies arising as a result of vacation entitlements.
- 13.02 The posting will stipulate the classification, location, qualifications, hours of work and salary, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions.

- 13.03 In the normal course, external applicants for any posted bargaining unit vacancy shall not be interviewed until the application process for present union members has been completed.
- 13.04 The Employer will consider the present skill, ability and qualifications of the individual to perform the normal required work in determining which employee is to be promoted or transferred and where those factors are relatively equal, seniority will apply.
- 13.05 The successful applicant shall be advised, in writing, of her/his appointment, with a copy to the Union.
- 13.06 While employees with less than one year of seniority may apply to postings for temporary positions, the Employer is not required to consider such employees in a job posting competition for a temporary vacancy. Where an eligible employee has successfully been appointed to a temporary position, and subject to Article 14.05, the employee shall revert back to his/her position and status immediately held prior to the commencement of the temporary position. In addition, all other employees who have been assigned temporary positions to back-fill positions created as a result of the original temporary vacancy shall also revert to their previous position and status. It is further understood that such return to a previously held position and status shall not constitute a lay-off and as such, the provisions of Article 15 shall not apply.

Upon the completion of the trial period, referred to in Article 14.05, an employee must fulfill the time commitment of the temporary assignment. An employee may elect not to accept an extension to the original term, however, an employee whose temporary assignment exceeds two (2) years, shall be permanently confirmed in the position, as will all other employees who had been temporarily assigned as a direct result of the initial temporary arrangement.

- 13.07 If a temporary position has been in existence for 2 consecutive years, the position shall be posted as a permanent position upon the expiry of the contract of the current incumbent. It is understood, however, that a job posting is not required, and the position shall already be deemed permanent, in the event that the current incumbent has been confirmed in the position in accordance with Article 2.05 d).

## **ARTICLE 14 - PROBATION**

- 14.01 A newly hired employee will be known as a probationary employee until she/he has completed a probationary period as follows:
- For full-time employees: five (5) continuous months of active employment;
  - For relief and part-time employees: eight-hundred and sixty-seven (867) hours worked.

Note: the probationary period for part time probationary employees employed at the time of ratification shall continue to be a period of five (5) continuous months of active employment. The probationary period for Part-time and relief employees hired after the date of ratification shall be on the basis of 867 hours worked.

- 14.02 Performance appraisals will be completed by the immediate supervisor before the completion of the probationary period.
- 14.03 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, or equivalent, provided that the intention to extend probationary status is first discussed with the employee and the Union. Reasons for the extension will be provided to the Union; or
  - c) Terminate the employee in accordance with Article 9 of this Agreement.

Where an employee's probationary status is extended, a further performance appraisal shall be completed prior to the expiry of the probationary period.

- 14.04 Probationary employees shall be entitled to all rights and benefits of the Collective Agreement, other than Article 18 (Leaves of Absence) and Article 20 (Group Registered Retirement Savings Plan). Full-time probationary employees shall be entitled to access the benefit plans (extended health care, dental, group life, sick leave and long-term disability benefits subject to the normal three (3) month waiting period from their date of hire or transfer into the applicable employment status in accordance with the Collective Agreement. The same shall apply to part-time employees with respect to sick leave eligibility.

Notwithstanding the foregoing, probationary employees shall have no grievance or arbitration rights in respect of their dismissal.

14.05 Trial Period

- a) An employee who is the successful applicant for a position within the bargaining unit shall be allowed a trial period to a maximum of three (3) months, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer, to the position formerly occupied, without loss of seniority. A vacancy resulting from the posting may be filled on a temporary basis until the aforesaid trial period is completed.
- b) An employee will be paid the start rate of the new position upon commencement of the three (3) month trial period. If the start rate of the new position is less than the employee's current rate of pay, he/she will be paid the job rate for the new position at the commencement of the trial.

An employee who commences his/her trial at the start rate for the new position, will be placed at the job rate upon successful completion of the three (3) month trial period.

## **ARTICLE 15 - LAY-OFF AND RECALL**

- 15.01 A layoff, as the term is used in this Agreement, means a layoff of more than twenty-four (24) hours.
- 15.02 In the event of a proposed layoff or the elimination of a position within the bargaining unit, and prior to the Employer issuing individual layoff notices, the Employer shall provide at least thirty (30) calendar days advance notice to the Union, if possible. Following such notice, the Employer shall meet with the Labour-Management Committee within ten (10) calendar days to discuss the reasons for such layoffs.
- 15.03 In the event of a layoff, it is agreed that probationary employees within the affected classification(s) will be terminated prior to any permanent employees receiving layoff notices.
- 15.04 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 provide additional written notice where possible.
- 15.05 a) An employee in receipt of a layoff notice may bump an employee with less seniority provided the employee exercising such right has the present skill, ability and qualifications to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.04.
- b) Due to the critical nature of projects that may be engaged by contract employees, and/or the sensitivity of the funding attached to those project(s), such employees who have three (3) months or less remaining in their contract may not be displaced by other staff who are in receipt of layoff notices.
- 15.06 An employee having been laid off in accordance with the provisions of this collective agreement, shall have the right of recall as herein provided for a period not to exceed 12 months from the date of such lay-off.
- 15.07 When recalling a person after a layoff, he/she shall be notified by registered mail or hand delivered mail at his/her last address on record or by phone at the last phone number on record and allowed five (5) working days to report for work from receipt of such contact and, in the meantime, if a person is recalled and is not immediately available for work, other persons may be recalled but shall only be temporarily employed until the senior person reports.

A person receiving a hand delivered letter or registered letter or a phone call in accordance with this Article must contact the Employer within forty-eight (48) hours of receipt of the notice or phone call to return to work if he/she wishes the Employer to hold the job open for him/her for such full five (5) day period. It shall be the employee's responsibility to keep the Employer notified as to changes of address and/or phone number so that they will be up to date at all times and any failure to serve notice as a result of an incorrect address and phone number used by the Employer shall be the exclusive responsibility of

the affected employee. In the event that the notice is sent by registered mail, such notification shall be deemed to be received on the fifth day following the date of mailing.

Employees who have been laid off will be required to return to work within five (5) working days of receiving such notice of recall. The five (5) working day period may be extended to fourteen (14) calendar days if the employee has obtained an alternate job and must give two (2) weeks' notice to the other employer or if the employee requires such time to make child care or elder care arrangements.

An employee shall notify the Employer, in advance, of a period of time that they would be unable to receive a notice of recall and shall also provide the Employer with a date upon which the employee would return on the understanding that such period of time shall not exceed the normal vacation entitlement of the employee. In such case, the employee shall not be denied a recall opportunity.

- 15.08 Employees shall continue to accumulate seniority while on lay-off, subject to Article 12.01(c).
- 15.09 Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days, subject to the skill and ability of the employee to perform the required work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- 15.10 In case of a subsequent increase in service demands, daily hours of work, or weekly hours of work, an employee shall have opportunity of recall from layoff to an available opening, in order of seniority, provided she/he has the skills and ability to meet the normal requirements of the job. The posting procedure shall not apply until the recall procedure is completed.
- 15.11 In determining the ability of an employee to perform the work for the purposes of this Article, the Employer shall not act in an arbitrary manner.
- 15.12 Grievances concerning layoff and recall shall be initiated at Step 1 of the grievance procedure.

## **ARTICLE 16 - HOURS OF WORK**

- 16.01 The standard work week for most full-time employees, shall be forty (40) hours with a one-half (1/2) hour paid meal break halfway through the regular eight (8) hour shift and a mid-shift rest break in the first half shift as well as a mid-shift break in the second half of the regular eight (8) hour shift.

For reduced hour shifts, employees shall be entitled to rest and meal breaks according to the duration of the shift as follows:

- Less than a four (4) hour shift: no break;
- At least a four (4) hour shift but less than a five (5) hour shift: one (1) rest break;
- Five (5) hour shift up to and not exceeding a seven (7.0) hour shift: one (1) rest break and a half (1/2) hour meal break;

- A shift in excess of seven (7) hours: two (2) rest breaks and a half (1/2) hour meal break.

Employees shall not claim any overtime nor shall they take extra time without prior authorization as a result of missing any break(s).

- 16.02 Nothing in this Article shall be so construed to constitute a guarantee of hours of work per day or per week.
- 16.03 Employees in the same department may exchange shifts and are responsible for obtaining permission from their supervisor for such change. Such permission shall not be arbitrarily withheld.
- 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.

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

- 17.01 a) Employees who work between forty (40) hours and forty-four (44) hours in a week shall be entitled to either payment for the hours worked in excess of forty (40) hours or compensatory time off for those hours at straight time rate, upon mutual agreement between the Employer and the affected employee.
- b) Employees who work more than forty-four (44) hours in a week shall be compensated on the following basis:
- i) If the employee so elects, she/he shall be entitled to compensatory time off at a rate of time and one half for time worked in excess of forty-four (44) hours in a week; or
  - ii) Alternatively, an employee may elect to be compensated at time and one half for time worked in excess of forty-four (44) hours in a week.
- c) Employees who work in different classifications shall have their hours combined for the purpose of overtime calculations.
- d) Accumulated Compensatory Time  
Compensatory time earned in accordance with Articles 17.01 a) and b), may be accumulated and shall not exceed twenty-four (24.0) hours at any given time. Once the maximum limit of twenty-four (24) hours is reached, the employee will be paid out for all excess hours worked during the pay period.
- 17.02 Overtime shall be on a voluntary basis. It is mutually agreed that overtime will be offered on the basis of seniority among the employees who normally perform the work on their scheduled work days. In the event that there are no volunteers to perform the work, the Employer reserves the right to require employees to perform overtime work on the basis of reverse seniority, provided that such employees have the present skill and ability to perform the work.

### 17.03 Call Back/Call In

- a) Where employees are called back to work having completed a regular shift, and prior to the commencement of the next shift, they shall receive not less than the equivalent of four (4) hours pay for such additional work. This provision shall apply only if the employee has already left the premises.
- b) Where employees are called in to work, not having previously completed a regular shift or called in to attend a meeting or training session, they shall receive the greater of a flat amount of \$40 or payment for actual time worked or in attendance at the meeting/training. It is understood that for all mandatory meetings or training sessions, Article 17.03 (a) shall apply.

### 17.04 Shift and Weekend Premium

Employees shall be paid a shift premium of sixty-five cents (65¢) per hour for all hours worked where the majority of their scheduled hours fall between 1800 and 0700 hours or for all hours worked between 2400 hours Friday and 2400 hours Sunday but not both.

17.05 There shall be no pyramiding of overtime rates.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### 18.01 General Leave of Absence

The Employer may grant a leave of absence without pay if it is satisfied with the reasons for such leave subject to the efficiency of its operations, and further provided that the Employer receives at least three (3) weeks' advance notice in writing (except in cases of emergency). The granting of such leave shall not be arbitrarily withheld. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing and will provide a copy to the Union.

No employee will accumulate seniority, vacation entitlement, be paid for holidays, nor will any other benefits of this Agreement accrue or be paid while the employee is on leave of absence. Seniority and other accumulated credits established at the point of leave will be reinstated upon return to work.

### 18.02 Paid Leave of Absence

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

### 18.03 Union Leave of Absence

- a) A maximum of three (3) employees (provided that they are not from the same department) who have been elected or appointed by the Union may be granted a leave of absence without pay for Union business. 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, in respect of, the employee who is

granted the leave. The employee's seniority shall accumulate during such leave of absence.

- b) It is understood that the extent of such leave shall be for an accumulated total of not more than thirty (30) days in any one year and the Union will notify the Employer in writing no less than three (3) weeks prior to the start of such leave of the names of the delegates to be off.
- c) In the event that the President of Local 3798 is elected from amongst the bargaining unit employees of Good Shepherd Ministries, the Employer agrees to grant an additional forty-five (45) days in any one (1) year for the so elected President, in addition to those days listed in b) above, in each year of this agreement, provided that such leave will not unreasonably interfere with the Employer's operations.

#### 18.04 Pregnancy/Adoption/ Parental Leave

Wherever the word "parent" is used in this section of the Agreement in relation to maternity leave or parental leave, "parent" is deemed to include a person with whom a child is placed for adoption and a person who is in a permanent relationship with a parent of a child and who intends to treat the child as her or her own.

##### a) Pregnancy Leave:

Pregnant employees, who have at least thirteen (13) weeks service by the date her baby is expected to be born (the "due date"), shall have the right to take pregnancy leave of up to 17 weeks, or longer in certain circumstances, of unpaid time off work.

During such leave seniority and service for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of pension, life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits.

##### b) Parental/Adoption Leave:

Provided that an employee meets the definition of spouse as defined in this agreement and has at least thirteen (13) weeks service and is not eligible for pregnancy leave he/she shall qualify for parental leave. Parental leave without pay, shall be granted at the written request of the employee.

Birth mothers who take pregnancy leave are entitled to take up to 61 weeks of parental leave. All other new parents are entitled to take up to 63 weeks of parental leave.

Employees may decide to take a shorter leave if they wish. However, once an employee has started parental leave, they must take it all at one time. The employee cannot use up part of the leave, return to work for the employer and then go back on parental leave for the unused portion.

It is understood that the employee will submit the written request two (2) weeks prior to the commencement of the leave. The employee can either commence her leave when the pregnancy leave ends or choose to return to work and start her parental leave later. If she chooses to return to work, she will be able to start her parental leave anytime within 78 weeks of the birth or the date the baby first came home from the hospital.

All other parents must begin their parental leave no later than 78 weeks after:

- the date their baby is born; or
- the date their child first came into their care, custody and control.

The parental leave does not have to be completed within this 78- week period. It just has to be started.

During such leave seniority and service for all purposes shall continue to accrue and the Employer will continue to pay their share of the cost of the pension, life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits.

- c) Reinstatement: An employee shall provide the Employer with at least two (2) weeks advance written notice of her/his intention to return to work. On return to work, the employee will be reinstated to her/his former position.
- d) Employees who are on pregnancy leave shall receive, provided they are in receipt of Employment Insurance benefits, the following payments:

Up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the salary which the employee would otherwise have earned during the period. This entitlement is conditional upon the employee providing verification of EI benefits which is to be submitted to the Employer no later than two weeks of the initial EI entitlement.

#### 18.05 Bereavement Leave

- a) Bereavement Leave with pay shall be granted upon request for up to five consecutive (5) working days due to the death of a spouse, partner, parent, step- parent, brother, sister, child, step-child; up to three (3) consecutive working days for a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, spouse's grandparent or grandchild, and one (1) working day for niece, nephew, aunt or uncle.
- b) Additional leave without pay of up to five (5) working days may be granted where out of town travel is required or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- c) The Employer may extend such leave without pay or will permit the employee to draw from her/his vacation days, overtime bank, or lieu day entitlements should the employee so request.
- d) 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 have 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 and of the date of the celebration of life, as soon as practically possible.

**18.06 Jury or Court Witness Leave**

If an employee is required to serve as a juror in any court of law; is required to attend as a witness in a court proceeding in which the Crown is a party; is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties, the employee will not lose pay or benefits because of such attendance, provided:

- a) The employee notifies the Employer of such required attendance upon receipt of notification by the employee;
- b) Provides the Employer with proof of service requiring the employee's attendance;
- c) Turns over to the Employer the full amount of compensation received for such attendance, excluding mileage, travelling and meal allowance; and
- d) The employee returns to her/his regular duties where possible during such period of time.

**18.07 Emergency Leave**

The parties agree to emergency leave in accordance with the provisions of the Employment Standards Act.

**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.

- 19.02 a) Probationary employees who temporarily work in other classifications shall be paid the start rate for the positions covered.
- b) All other employees who volunteer to work extra hours in other classifications shall be paid as follows:
- i) If covering a vacant position, the employee shall be paid the start rate for the position covered;
  - ii) If covering for a position held by a probationary employee, the employee shall be paid the start rate for the position covered;
  - iii) If covering for a position held by a post-probationary employee, the employee shall be paid the job rate for the position covered.

It is understood that this Article does not apply to employees temporarily assigned to a position during their regular shift.

19.03 Upon giving at least fifteen (15) working days advance written notice, and verified by payroll, an employee's vacation pay will be deposited in the employee's bank account, on file with the Employer, within the fifteen (15) day period of having received the written request.

#### 19.04 Transportation Expenses

- a) An employee who is required by the Employer to use her/his automobile in the course of performing her/his duties and responsibilities will be entitled to receive a travel allowance of sixty cents (60¢) per kilometer.
- b) The Employer shall provide employees with public transportation passes where an employee is required, as a normal part of her/his duties, to utilize public transit.
- c) The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred through the required use of an automobile for work related activities. This shall exclude parking fines.
- d) For employees who use an agency vehicle, the Employer will consider the payment of parking fines if the employee has made reasonable efforts to find suitable parking and has obtained permission in advance from management to park in a safe undesignated parking area.

#### 19.05 Other Expenses

Employees shall be provided with meal(s) at the Centre while on shift.

#### 19.06 Training and Professional Development

- a) Subject to the consent of the Employer, employees shall have an opportunity to attend in service training courses directly related to current responsibilities and attendance at such courses shall be considered work time and paid at the employee's applicable rate. The Employer will provide necessary tuition or registration fees, transportation, accommodation and meal expenses to employees who are required to attend training courses at locations outside the Agency.
- b) The Employer recognizes that the ongoing professional development of members of the bargaining unit is of benefit to both the individuals and the Agency. Employees may submit requests for attendance at work-related conferences, training courses and workshops to the Department Head, preferably at least two (2) weeks in advance of the activity being applied for. Subject to financial constraints, the Employer will not act in an arbitrary or discriminatory manner in respect of requests for attendance at such work related conferences.
- c) In the event that an employee does not attend or complete the required training, the employee will be required to reimburse the Employer in full for the cost of the training, work-related conferences and workshops, unless on authorized leave.

#### 19.07 Safety Shoe Allowance

Employees who have completed their probationary period and who are required by the Employer to wear a steel-toed safety shoe or boot of a standard approved by the Canadian Standards Association will be reimbursed up to \$140 no sooner than once every 12 months. To be eligible for reimbursement, proof of payment must be submitted to the Employer.

## 19.08 Winter Apparel

The Employer will make winter jackets/coats available in the workplace to employees who are required to work outside in the winter months or enter freezers as a regular requirement of their position. At a minimum, 6 (Six) coats/jackets will be made available in the workplace and distributed in appropriate locations to be used by staff when needed in the workplace.

## **ARTICLE 20 - GROUP REGISTERED RETIREMENT SAVINGS PLAN**

- 20.01 a) Full-time employees shall be eligible for enrollment in the Group RRSP subject to an eight (8) month waiting period from the date of hire or transfer to full-time status. The Employer will deposit monies into the' Group Registered Retirement Savings Plan for each employee who contributes to the Plan calculated on the basis of non- overtime earnings and vacation pay in accordance with the following schedule:

Employee Contribution	Employer
One percent (1%)	Two percent (2%)
Two percent (2%)	Four percent (4%)
Three percent (3%)	Six percent (6%)

- b) An employee may make regular personal contributions through payroll deduction in excess of 3%, however, the Employer contribution shall not exceed 6% as outlined in article 20.01 (a).
- c) In the event of the implementation of the Ontario Registered Pension Plan (ORPP) or enhancement to the Canadian Pension Plan (CPP) that requires employee and employer contributions, Good Shepherd will not be required to make additional contributions over and above the contributions set out above. Any legislated compliance in the ORPP or the CPP will reduce the employee and employer contributions outlined above, equivalent to the required contributions to the ORPP or enhanced contributions to the CPP, if applicable.

## **ARTICLE 21- GROUP BENEFITS**

21.01 All permanent full-time employees shall be eligible for group benefits in accordance with the current guidelines set out in the following Policies:

- a) Life Coverage, Accidental Death and Dismemberment and Long-Term Disability Coverages as underwritten by the current benefit provider or equivalent;
- b) Extended Health and Dental Care as provided through the current benefit provider or equivalent;
- c) Reasonable and customary reimbursement for eye examinations in addition to \$350 eye glass coverage every two years;
- d) Emergency Out of Province Medical Coverage as provided through the current provider.

- 21.02 The Employer agrees to continue making its present share of premium payments to the group insurance carrier for the present benefits for eligible employees who have successfully completed the probationary period while such employees are on the active payroll of the Employer. The Employer reserves the right to change insurers during the term of this Agreement provided that the coverage is at least equivalent to the current coverage and provided that the Union has been given the opportunity to review the changes prior to the changes going into effect.
- 21.03 In the event of a change in accordance with Article 21.02, the Employer will provide the Union with details of the new benefit program.

## **ARTICLE 22 - PAID HOLIDAYS**

- 22.01 Employees eligible per terms of the Collective Agreement and/or the Employment Standards Act of Ontario, shall receive the following observed holidays with pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, National Truth and Reconciliation Day.
- In addition, part-time and full-time employees who have attained seniority shall be entitled to three (3) Good Shepherd (floating) Holidays to be taken in the January 1<sup>st</sup> to December 31<sup>st</sup> calendar period immediately following the completion of their probationary period and annually thereafter. Good Shepherd days are paid at an employee's regular work hours and shall be taken on a date mutually agreed in advance between the employee and his/her Department Head, but must be taken between January and December in any given year.
- In the event of a transfer of a relief employee to a part-time or full-time position, who has already gained seniority status as a relief employee, such entitlement shall commence in the calendar period immediately following the transfer to a part or full-time position and annually thereafter.
- Good Shepherd days may not be carried forward to future calendar periods and shall not have any cash value if not taken in the entitlement period.
- In the event the Federal or Provincial Government declares another statutory holiday during the term of this Agreement, such holiday shall be substituted for one of the Good Shepherd floating holidays.
- 22.02 In order to qualify for observed holiday pay, an employee is obliged to work for the whole of each of his/her regularly scheduled shifts immediately preceding and immediately following the holiday concerned, except where absent by reason of reasonable cause, vacation or other authorized absence
- 22.03 If the Employer requires an employee to perform work on an observed holiday he/she shall be paid at the rate of time and one-half the employee's straight time hourly rate for all hours worked on the observed holiday. Subject to the agreement of the parties, a lieu day may be substituted for such payment.
- 22.04 Where an employee is required to work authorized overtime in excess of her/his regularly scheduled hours on a paid holiday, or is called back to work after having completed a

regular shift on a paid holiday, such employee shall receive twice her/his regular rate of pay for such authorized overtime.

- 22.05 Should one of the aforesaid holidays fall on a Saturday or Sunday, another day shall be observed as the holiday as directed by the Employer (either a Monday or Friday).
- 22.06 Where a qualified full-time employee is not regularly scheduled to work on a paid public holiday, she/he shall receive one (1) day's pay at her/his regular rate of pay. For all other qualified employees, including full-time employees who work variable hour shifts, or less than five (5) days per week, public holiday pay is calculated based upon the total amount of regular wages and vacation pay payable to the employee in the four (4) work weeks before the work week in which the public holiday occurred, divided by twenty (20).
- 22.07 An employee shall be granted leave for a religious holiday, upon written request to their supervisor at least two (2) weeks prior to the date of the religious holiday. An employee may use compensatory time, vacation, or may request substitution of the next public holiday following the religious holiday.
- 22.08 Where any of the observed holidays are observed during an employee's scheduled vacation period, she/he shall be granted an additional day off with pay at the beginning or end of such vacation period. When requesting vacation that coincides with an observed holiday, the employee must indicate in their request that he/she wishes to take his/her observed holiday at the beginning or the end of her requested vacation. Such a request shall not be unreasonably denied.

## **ARTICLE 23 – VACATIONS**

- 23.01 Vacation entitlement is accrued on a pro-rata basis. A part-time and full-time employee will be granted vacation entitlement in their anniversary year in accordance with vacation earned in the previous year as follows:
- a) Employees who have less than one (1) year of full-time seniority shall be entitled to a vacation on the basis of six point six seven (6.67) hours for each completed month worked;
  - b) Employees who have completed one (1) or more years of seniority but less than two (2) years of seniority shall be entitled to vacation, calculated on the basis of six point six seven (6.67) hours for each completed month worked, up to a maximum of eighty (80) hours.
  - c) Employees who have completed two (2) years but not more than five (5) years of seniority shall be entitled to a vacation, calculated on the basis of ten (10) hours for each completed month worked, up to a maximum of one hundred twenty (120) hours.
  - d) Employees who have completed five (5) years of seniority but not more than ten (10) years of seniority shall be entitled to vacation, calculated on the basis of thirteen point three (13.33) hours for each completed month worked, up to a maximum of one hundred sixty (160) hours.

- e) Employees who have completed ten (10) years of seniority but not more than twenty (20) shall be entitled to vacation, calculated on the basis of sixteen point six seven (16.67) hours for each completed month worked, up to a maximum of two hundred (200) hours.
- f) Employees who have completed twenty (20) years of seniority shall be entitled to vacation, calculated on the basis of twenty (20) hours for each completed month worked, up to a maximum of two hundred forty (240) hours.
- g) Where a part-time and full-time employee's regular work-week is less than forty (40) hours, the above entitlements shall be adjusted to a pro-rata lesser amount. For example, an employee with less than one (1) year of seniority whose regular work hours are thirty (30) hours per week, shall be entitled to seventy-five percent (75%) of the six point six-seven (6.67) hours per month. [i.e. five (5) hours accrual per each completed month worked multiplied by twelve (12) months equals sixty (60) hours.]

23.02 Regular part-time employees will accrue vacation on a pro-rata basis by comparing the hours they regularly work each week in relation to a forty (40) hour week. Regular part-time employees may elect to take either vacation pay or paid vacation time. For all relief staff, their accrued vacation balance will automatically be processed for payment in the last pay period of the fiscal year.

23.03 Vacation pay for Relief Employees

Vacation pay for Relief Employees shall be based on a percentage of gross regular earnings as follows:

<b>Seniority</b>	<b>Percentage (%)</b>
Less than two (2) years	Four Percent (4%)
Two (2) years	Six Percent (6%)
Five (5) years	Eight Percent (8%)
Ten (10) years or more	Ten Percent (10%)

23.04 Requests for vacation will be made in writing on the Agency's prescribed leave form to the employee's supervisor normally at least one (1) month prior to the desired vacation period. Requests for summer vacations must be submitted by all staff by March 31 of any given year. Any request for vacation submitted after such date will not be unreasonably withheld.

23.05 If there is a dispute over a respective vacation date between employees, seniority of an employee will be the governing factor, if the senior employee's request was submitted in accordance with this Agreement.

23.06 Permanent employees may take their vacation in a consecutive and unbroken manner, subject to operational requirements, and may carry over up to one (1) week from year to year. Employees may use banked compensatory time and/or floating holidays in conjunction with vacation credits.

- 23.07 A permanent employee whose employment terminates at any time in the vacation year prior to using his/her earned vacation will be entitled to a proportionate payment of his/her vacation entitlement that was earned prior to the date of termination.
- 23.08 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.05. The portion of the employee's vacation, which is deemed to be bereavement leave, will not be counted against the employee's vacation credits.
- 23.09 Where an employee becomes ill, in accordance with Article 24, and the period of illness continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled as outlined in this Article upon the return of the employee from sick leave. Further, if an employee becomes ill requiring hospitalization during approved vacation time, it is agreed that the employee may use sick leave credits and vacation time shall be rescheduled as outlined in this Article.

## **ARTICLE 24 - SICK LEAVE**

- 24.01 Sick leave is defined as the period of time an employee is absent from work with full pay and benefits by virtue of being ill or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- 24.02 Full-time employees will accumulate sick leave credits at the rate of twelve (12) hours per calendar month worked to a maximum of nine-hundred and sixty (960) hours. Part-time employees and reduced hours full-time employees will accumulate sick leave credits on a pro-rata basis.
- 24.03 Employees may accumulate sick leave credits from year to year. Time off for vacations will be counted as active employment for the purposes of this Article. Each employee shall receive an annual statement of cumulative sick leave credits, as of June 30th of each year. This statement shall be made available to employees in July. In addition to this annual statement, an employee may request a cumulative total from the payroll department at any time and such request shall not be denied. Sick leave credits do not accrue to be paid on termination. On termination or retirement, all accumulated unused sick leave credits will be equal to zero and have no monetary value.
- 24.04 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 two (2) days of accumulated leave per calendar year (i.e. sixteen [16] hours) for this purpose and the time used will be deducted from the employee's sick leave bank. Employees may use sick time for such appointments in hourly increments up to the equivalent of two (2) days per calendar year.
- 24.05 The Employer may require a medical certificate, confirming the employee's ability to return to work and outlining any restrictions, after an absence of more than three (3) working days due to illness or injury. The Employer shall pay the full cost of any medical certificate which it requires.

The Employer agrees that employee health information is strictly confidential, will be filed separately and that access thereto shall be given only to those persons directly involved in

administering that information.

24.06 An employee may use up to 3 (three) of their accumulated sick leave days per calendar year to attend to a dependent who is ill and residing in the employee's home.

## **ARTICLE 25 - WORKERS' COMPENSATION**

25.01 All employees shall be covered by the Workplace Safety and Insurance Act. No employee shall have their employment terminated as a result of absence from work with a compensable accident.

25.02 An employee receiving payment for a compensable injury under the Workplace Safety and Insurance Act shall accumulate seniority.

25.03 While on compensable benefits under the Workplace Safety and Insurance Act, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings.

25.04 The Employer agrees to comply with the reinstatement obligations contained in the Workplace Safety and Insurance Act.

## **ARTICLE 26 - JOB CLASSIFICATIONS**

26.01 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.

26.02 When a new classification is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee.

### **26.03 Changes to Classifications**

When an Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

Any change in the rate mutually agreed to shall be retroactive only to the date that the Union raised the issue with the Employer.

In the event that the parties are unable to agree on a rate, either party may refer the matter to arbitration within fourteen (14) calendar days of the meeting.

## **ARTICLE 27 - HEALTH AND SAFETY**

- 27.01 The Employer shall make all reasonable provisions for the safety and health of the employee and the employees are encouraged to make suggestions to the Employer respecting safety.
- 27.02 The Employer and the Union agree that they mutually desire to maintain high standards of health and safety in the workplace, including compliance with Infection Prevention and Control (IPAC) guidelines to prevent industrial injury and illness.
- 27.03 The Union will assist the Employer in carrying out any reasonable accident prevention programme.
- 27.04 A Safety Committee of four (4) members, two (2) of whom shall be employees of the Employer who have acquired seniority under this Agreement and appointed by the Union and two (2) of whom shall be appointed by the Employer, shall meet once each month at a time mutually agreed upon. Members of the Safety Committee will be paid at their regular rate of pay for time lost in attending any such meeting.
- 27.05 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 for 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 equally share the costs of printing sufficient copies of the Agreement, in a union shop, within eight (8) weeks of signing of this Agreement. The Union will also provide the Employer an electronic copy of the Agreement.

**ARTICLE 29 - DURATION**

29.01 This Agreement shall become effective on the date of ratification and shall remain in effect up to and including March 31, 2027.

**DATED at Toronto this 2nd day of August, 2024.**

**GOOD SHEPHERD MINISTRIES**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3798-03**

\_\_\_\_\_

Michael Stoneham  
Michael Stoneham (Aug 11, 2024 01:36 EDT)

Glean Morgan  
\_\_\_\_\_

Catherine Champion  
Catherine Champion (Aug 7, 2024 11:30 EDT)

Adrienne Urquhart  
Adrienne Urquhart (Aug 7, 2024 09:49 EDT)

April Kim  
April Kim (Aug 7, 2024 14:31 EDT)

Sam Cino  
Sam Cino (Aug 12, 2024 09:35 EDT)

**SCHEDULE 'A' – WAGE RATES**

.90 cents to March 31st, 2023 (.30 cents for 2020, .30 cents for 2021, .30 cents for 2022 from Bill 124 Re-Opener MOS) applied to each classification and April 1, 2023, .60 cents applied to each classification.	<b>April 1, 2023</b>	
<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>JOB RATE</b>
Temporary Assistant Storekeeper	18.29	19.01
Janitor Kitchen Aide	18.87	19.60
Evening Support Worker Night Support Worker Veterans Peer Support Worker	19.75	20.43
Care Provider	24.93	25.66
Care Provider (Larry Giffin) **		25.98
Assistant Supervisor Housekeeping Cook Receptionist Storekeeper/Housekeeping	21.16	21.87
Evening Support Supervisor Lead Hand Night Support Supervisor	21.87	22.59
Cook Supervisor Driver Drop-In Worker Program Attendant Storekeeper/Housekeeping Team Leader	22.59	23.29
Aftercare/Life Skills Development Worker Veterans Training and Employment Worker	23.18	23.90
Addictions Case Worker Client Outreach and Community Engagement Worker Eviction Prevention in the Community (EPIC) Case Worker Gambling Addiction Case Worker Housing Follow-up Support Case Worker Maintenance Operator Refugee Resettlement Worker Resettlement/Housing Worker Veterans Transition Worker	28.28	29.00
Healthcare Coordinator	33.28	33.98

April 1, 2024, .75 cents applied to each classification.	<b>April 1, 2024</b>	
<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>JOB RATE</b>
Temporary Assistant Storekeeper	19.04	19.76
Janitor Kitchen Aide	19.62	20.35
Evening Support Worker Night Support Worker Veterans Peer Support Worker	20.50	21.18
Care Provider	25.68	26.41
Care Provider (Larry Giffin) **		26.73
Assistant Supervisor Housekeeping Cook Receptionist Storekeeper/Housekeeping	21.91	22.62
Evening Support Supervisor Lead Hand Night Support Supervisor	22.62	23.34
Cook Supervisor Driver Drop-In Worker Program Attendant Storekeeper/Housekeeping Team Leader	23.34	24.04
Aftercare/Life Skills Development Worker Veterans Training and Employment Worker	23.93	24.65
Addictions Case Worker Client Outreach and Community Engagement Worker Eviction Prevention in the Community (EPIC) Case Worker Gambling Addiction Case Worker Housing Follow-up Support Case Worker Maintenance Operator Refugee Resettlement Worker Resettlement/Housing Worker Veterans Transition Worker	29.03	29.75
Healthcare Coordinator	34.03	34.73

April 1, 2025, .85 cents applied to each classification.	<b>April 1, 2025</b>	
<b>CLASSIFICATION</b>	<b>START RATE</b>	<b>JOB RATE</b>
Temporary Assistant Storekeeper	19.89	20.61
Janitor Kitchen Aide	20.47	21.20
Evening Support Worker Night Support Worker Veterans Peer Support Worker	21.35	22.03
Care Provider	26.53	27.26
Care Provider (Larry Giffin) **		27.58
Assistant Supervisor Housekeeping Cook Receptionist Storekeeper/Housekeeping	22.76	23.47
Evening Support Supervisor Lead Hand Night Support Supervisor	23.47	24.19
Cook Supervisor Driver Drop-In Worker Program Attendant Storekeeper/Housekeeping Team Leader	24.19	24.89
Aftercare/Life Skills Development Worker Veterans Training and Employment Worker	24.78	25.50
Addictions Case Worker Client Outreach and Community Engagement Worker Eviction Prevention in the Community (EPIC) Case Worker Gambling Addiction Case Worker Housing Follow-up Support Case Worker Maintenance Operator Refugee Resettlement Worker Resettlement/Housing Worker Veterans Transition Worker	29.88	30.60
Healthcare Coordinator	34.88	35.58

April 1, 2026, 1.00 dollar applied to each classification.	April 1, 2026	
CLASSIFICATION	START RATE	JOB RATE
Temporary Assistant Storekeeper	20.89	21.61
Janitor Kitchen Aide	21.47	22.20
Evening Support Worker Night Support Worker Veterans Peer Support Worker	22.35	23.03
Care Provider	27.53	28.26
Care Provider (Larry Giffin) **		28.58
Assistant Supervisor Housekeeping Cook Receptionist Storekeeper/Housekeeping	23.76	24.47
Evening Support Supervisor Lead Hand Night Support Supervisor	24.47	25.19
Cook Supervisor Driver Drop-In Worker Program Attendant Storekeeper/Housekeeping Team Leader	25.19	25.89
Aftercare/Life Skills Development Worker Veterans Training and Employment Worker	25.78	26.50
Addictions Case Worker Client Outreach and Community Engagement Worker Eviction Prevention in the Community (EPIC) Case Worker Gambling Addiction Case Worker Housing Follow-up Support Case Worker Maintenance Operator Refugee Resettlement Worker Resettlement/Housing Worker Veterans Transition Worker	30.88	31.60
Healthcare Coordinator	35.88	36.58

Note: Larry Giffin will be grand parented at his current rate of pay and will be eligible for any wage increases. The provisions of this contract comply with the provisions of the Pay Equity Act. In the event that Larry Giffin leaves the Agency, the new incumbent in the position will be paid at the Schedule "A" rate.

**LETTER OF UNDERSTANDING - Group RRSP**

The parties agree that during the term of the current Collective Agreement, they are open to discussing the potential and/or feasibility of the introduction of the CUPE Multi-Sector Pension Plan (MSPP). Upon written request of either party, a meeting will be convened within thirty (30) days of such request. Should the parties mutually agree to implement the MSPP, or any other alternative plan, such terms shall be mutually agreed upon in writing.

This Letter of Understanding shall not form part of the Collective Agreement.

**DATED at Toronto this 2nd day of August, 2024.**

**GOOD SHEPHERD MINISTRIES**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3798-03**

\_\_\_\_\_

Michael Stoneham  
Michael Stoneham (Aug 11, 2024 04:36 EDT)

Glenn Morgan  
\_\_\_\_\_

Catherine Champion  
Catherine Champion (Aug 7, 2024 11:30 EDT)

Adrienne Urquhart  
Adrienne Urquhart (Aug 7, 2024 09:49 EDT)

\_\_\_\_\_

April Kim  
April Kim (Aug 2, 2024 14:31 EDT)

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Sam Cino  
Sam Cino (Aug 12, 2024 09:35 EDT)

## LETTER OF UNDERSTANDING - Job Classifications

The parties agree that during the term of the current Collective Agreement, they will meet to discuss a Job Classification system. Upon written request of either party, a meeting will be convened within thirty (30) days of such request and the parties shall make an earnest effort to agree to a mutually satisfactory system.

This Letter of Understanding shall not form part of the Collective Agreement.

**DATED at Toronto this 2nd day of August, 2024.**

### GOOD SHEPHERD MINISTRIES

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798-03

Glenn Morgan

Michael Stoneham

Michael Stoneham (Aug 11, 2024 01:36 EDT)

Adrienne Urquhart

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April Kim (Aug 2, 2024 14:31 EDT)

Sam Cino

Sam Cino (Aug 12, 2024 09:35 EDT)

## LETTER OF UNDERSTANDING - Use of Agency Staff

The Union and the Employer will convene a meeting of the Labour/Management Committee within 6 months of the ratification of the collective agreement to discuss the utilization of agency staff to:

- a) find ways to minimize the use of agency staff and,
- b) establish clear expectations, orientation and evaluation of agency staff.

**DATED at Toronto this 2nd day of August, 2024.**

### GOOD SHEPHERD MINISTRIES

### CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798-03

*Glenn Morgan*

*Michael Stoneham*  
Michael Stoneham (Aug 11, 2024 04:36 EDT)

*Adrienne Urquhart*  
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April Kim (Aug 2, 2024 14:31 EDT)

*Sam Cino*  
Sam Cino (Aug 12, 2024 09:35 EDT)

**Signature:** *Michael Stoneham*  
Michael Stoneham (Aug 11, 2024 04:36 EDT)

**Email:** michaelstoneham@icloud.com