
COLLECTIVE AGREEMENT

- B E T W E E N -

WOMEN'S HABITAT OF ETOBICOKE

(Hereinafter called the "Employer")

- A N D -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 3877**

(Hereinafter called the "Union")

**Term:
May 1, 2023 to April 30, 2026**

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ARTICLE 1 - PREAMBLE

- 1.01 The purpose of this Agreement is to establish and maintain a collective bargaining relationship between the Employer and the Union, to provide a method for the prompt and equitable adjustment of grievances of Employees and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees of the Employer who are subject to the provisions as set forth in this Agreement.
- 1.02 The parties recognize that they are jointly engaged in providing a vital service to women and their children in crisis, and in the prevention of such. Both parties will encourage and promote co-operation and mutual support between staff, the Employer and clients recognizing that all these groups have an essential interest in obtaining the best conditions for women and their children in crisis generally.
- 1.03 Management will provide the Union with new union member's name, job title/classification, work email and work phone number. The Union will request the new union member's personal information such as home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and personal email address. It is agreed for an initial introduction the Union is permitted to use work email to arrange for collection of personal information and for the Interview Opportunity.

ARTICLE 2 - SCOPE

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3877 as the sole and exclusive collective bargaining agent for all Employees of Women's Habitat of Etobicoke in the City of Toronto save and except Supervisors, persons above the rank of Supervisor, office and clerical staff.
- 2.02 Employees whose jobs are not in the Bargaining Unit shall not perform Bargaining Unit work if as a result of this, Bargaining Unit Employees are laid off. Nothing herein shall preclude non-Bargaining Unit Employees from performing Bargaining Unit work in the case of emergency or where Employees are not readily available.
- 2.03 Notwithstanding Article 24 and Article 32.02, where a new position(s) is created, the Employer will meet with the Union to engage in meaningful discussion regarding the Bargaining Unit status of the newly created position(s). Any disputes between the parties regarding the foregoing shall be dealt with pursuant to the grievance and arbitration procedure as set out in this Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 For the purpose of this Agreement, the term "Employee" and "Employees" shall mean an Employee who is or Employees who are employed by the Employer in the Bargaining Unit and in a classification specifically set out in Appendix "A".
- 3.02 a) "Relief Worker" is an Employee who is not regularly scheduled to work but is called in to fill in for absences of regular Employees.
- i) The Union recognizes that not all absences are covered.
 - ii) Relief Staff must submit their availability on a monthly basis to the Shelter Manager. Relief workers must provide a minimum of four (4) shifts per month.
 - iii) Relief staff must work a minimum of (4) shifts per quarter (1/4) if shifts are offered.
 - iv) Relief workers will be required to attend a minimum of fifty percent (50%) of the relief staff meetings in a calendar year.
 - v) Unless approved by the Executive Director, failure to comply with either iii) or iv) above will result in the Employee being deemed to have quit their employment and their name will be removed from the relief call in list.
- b) "Full-time Employee" is an Employee regularly employed for more than thirty (30) hours per week.
- c) "Part-time Employee" is an Employee regularly employed for thirty (30) hours per week or less.

3.03 Grant Employees

- a) Regular relief workers who qualify under the grant's requirements will be eligible to apply for these grant positions and given preference to outsiders provided they fulfil the necessary qualifications, the terms and conditions of the grant and are available for the time period requested. The terms and conditions set forth in the grant shall prevail over the terms of this Collective Agreement where conflict exists.
- b) Notwithstanding 2.02, when relief workers do not qualify under the provisions of the grant, the Employer will be able to hire from outside.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 There shall be no written or verbal agreements with any Employees that are contrary to this Collective Agreement. Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the

Employer to manage and to direct its operations and affairs in all respects and, without limiting or restricting this right and function:

- a) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees. Such rules shall be posted on the bulletin board and will be adhered to by all Employees.
- b) To hire, promote, demote, suspend, discipline and discharge for just cause, provided that a claim by an Employee who has acquired seniority that they have been discharged, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. To layoff, to assign shifts, transfer Employees and increase or decrease the work force.
- c) To execute its programs in all respects in accordance with its commitments and responsibility with regard to fulfilling its objectives.

4.02 The Employer agrees that none of the rights set forth in this article shall be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 5 – HUMAN RIGHTS

5.01 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee contrary to the *Ontario Human Rights Code* in any manner, including, but not limited to, hiring, assigning or wage rates, training, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of any ground of discrimination recognized by the *Ontario Human Rights Code*.

5.02 Non-Discrimination

The Employer and the Union are committed to promoting an anti-racist, anti oppressive and non-discriminatory work environment based on the prohibited grounds of the *Ontario Human Rights Code*. The Employer must have an Anti-Racist /Anti-Oppression policy that informs all other governance and operational policies promoting diversity, equity and inclusion.

ARTICLE 6 - UNION MEMBERSHIP REQUIREMENT

6.01 As a condition of employment, or continued employment of its Employees in the Bargaining Unit, the Employer agrees to deduct Union dues from the wages of each Employee who has completed thirty (30) days of employment with the Agency.

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- 6.02 Check-Off of Union Dues
The Employer shall deduct from every Employee Union dues. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked off as defined above.
- 6.03 Deductions
Deductions shall be made from each payroll of each month and shall be forwarded to the national Secretary-Treasurer of the Union and the Local 3877 Secretary-Treasurer, accompanied by a list of the names of Employees from whose wages the deductions have been made.
- 6.04 Dues Receipts
At the same time the Income Tax (T-4) slips are prepared, the Employer shall include the amount of Union dues paid for each Employee in the previous year.
- 6.05 In all of the above cases, the Union shall indemnify and save harmless the Employer, its agents and/or Employees acting on behalf of the Employer, from any and all claims, demands, actions, or causes of action arising from, or in any way connected with the collection of such dues.
- 6.06 The Employer agrees that quarterly membership meetings may be held on the premises of the Employer upon receiving prior approval from the Executive Director. Members shall not be paid for these meetings.

ARTICLE 7 – NEW EMPLOYEES

- 7.01 As a condition of employment, all new Employees entering the Bargaining Unit, shall become and remain members in good standing of the Union upon hiring. The Employer shall notify the Union of all new Employees within ten (10) business days of commencing employment.
- 7.02 An Officer of the Union shall be given an opportunity to meet each newly hired Employee within regular working hours, without loss of pay to a maximum of one (1) hour, during the Employees first ten (10) days of employment for the purpose of advising such Employee with the existence of the Union and of their rights and obligations under the terms of this Agreement.

Such meeting will take place on the Employer's premises or virtually at a time and location mutually agreed by the Union and the Employer.

ARTICLE 8 - NO STRIKES, NO LOCKOUTS

- 8.01 There shall be no "strike" (as defined in the *Ontario Labour Relations Act*) during this Collective Agreement.

8.02 There shall be no "lockout" (as defined in the *Ontario Labour Relations Act*) during this Collective Agreement.

ARTICLE 9 - ATTENDING MEETINGS OUTSIDE WORKING HOURS

9.01 When an Employee is required by the Employer to attend a meeting outside of the Employee's regular working hours, they shall be reimbursed for the costs of childcare, upon presentation of proof of payment, if requested.

ARTICLE 10 - UNION BARGAINING COMMITTEE

10.01 The Union shall elect from among its members a negotiating committee consisting of not more than three (3) Employees to carry out negotiations for the renewal of the Collective Agreement. If the Employee would otherwise be scheduled to work on a day that is scheduled for negotiations, the Employer shall pay the negotiating committee member their wages for their regularly scheduled shift, including conciliation, up to a maximum of three (3) days. The Union agrees to reimburse the Employer for wages and benefits of participating Employees should conciliation extend beyond three (3) days.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Stewards. The Union/Steward shall assist any Employee, whom the Union/Steward represents, in preparing, processing and presenting their grievance in accordance with the grievance procedure.

11.02 Steward

The Employer shall recognize as Union Steward not more than three (3) Employees, (of whom one (1) shall be a relief worker), provided such Employees have completed the probationary period. The Union shall notify the Employer in writing of the name of such Union Stewards and any changes as they occur and the Employer need not recognize such Union Stewards until the Employer has been so notified. An alternate Union Steward may be designated by the Union to act in the absence of the regular Union Steward.

It is understood that any member of the Union Executive Board may act as a Steward.

11.03 Permission to Leave Work

The Employer agrees that Union Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that the Union Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Union Steward shall leave without permission from their Employer, whose permission shall not be unreasonably denied.

11.04 Grievance Committee

The Grievance Committee shall be composed of the Union President, Union Vice President and one Union Steward. It is understood that only one (1) such representative will be required for a Grievance meeting to be convened.

11.05 Definition of Grievance

Under this Agreement, a grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement.

11.06 All time limits referred to in the Grievance and Arbitration procedure herein contained shall be deemed to mean "working days". "Working days" shall mean Monday to Friday, excluding statutory holidays.

11.07 At each step of the Grievance and Arbitration procedure as defined below, the Grievor shall have the right to be present.

11.08 Settling of Grievance

An earnest effort shall be made to settle Grievances, as defined herein, fairly and promptly in accordance with the following procedure:

Before a formal complaint is reduced to a written Grievance, the Employee, shall first discuss it with their immediate Supervisor or designate. The Employee may do this alone or they may request a steward to accompany them. Failing settlement of the matter, the following grievance procedure shall apply.

Step 1

No grievance shall be considered unless it is submitted in writing within fifteen (15) days of the Grievor or Union becoming aware of the incident to the Executive Director, or their designate. The written Grievance shall be signed by the Grievor and / or the Union Steward and shall identify the nature of the grievance, the remedy sought and the provision(s) of the Agreement which is / are alleged to have been violated. The Executive Director, or their designate, shall convene a meeting with the Union's Grievance Committee within five (5) days following receipt of the grievance. The Executive Director, or their

designate, shall have a decision delivered in writing to the Union President, Union Vice President and Union Steward within five (5) days of such meeting.

Step 2

If the Grievance is not settled at Step 1, The Executive Director or their designate shall meet with the Union Steward and the National CUPE representative within fifteen (15) days of receipt of such answer to the Grievance and shall render a decision in writing within ten (10) days of said meeting. The decision shall be sent to the Union President, Union Vice President and CUPE National representative.

Failing settlement under the above procedure, the Grievance may be submitted to mediation or to arbitration as hereinafter provided within fifteen (15) days after the decision in Step 2 has been given.

11.09 If, in any Step, the Employer fails to give a written answer within the required time limit, the Union may submit the Grievance to the Next Step at the expiration of such time limit. Time limits may be extended by mutual consent of the parties.

11.10 Non-Binding Mediation

The parties will retain the services of a Mediator prior to proceeding to Arbitration. The cost will be shared by both parties.

Where agreement on mediation is not reached, or where the mediation process does not result in a settlement, the grievance may, within fifteen (15) days of the Executive Director's or designate's decision, be submitted to arbitration.

ARTICLE 12 - ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrational, or where an allegation is made that this agreement has been violated, either of the parties may after exhausting the grievance procedure as herein provided, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

12.02 Within ten (10) working days following the request of either party for an Arbitrator, the filing party shall notify the other of the names of suggested Arbitrators.

12.03 The decision of the Arbitrator shall be final and binding on the Employer and the Union.

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- 12.04 The parties shall jointly bear the expenses of the Mediator or Arbitrator. Each party will bear its own expense with respect to any mediation or arbitration proceeding.
- 12.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, to alter, modify, or amend any part of this Agreement.
- 12.06 The time limits may be extended by mutual consent of the parties.
- 12.07 The provisions of the *Ontario Labour Relations Act*, as amended from time to time, may be used in settling a grievance.

ARTICLE 13 - POLICY AND GROUP GRIEVANCES

- 13.01 Policy Grievance
A Policy Grievance shall be defined as a dispute involving a question of general application or interpretation of an Article(s) of the Agreement, which arises directly between the Employer and the Union. It shall be submitted directly at Step 1 subject to the time limits set out in Article 11.08. The provisions of this section may not be used with respect to a Grievance directly affecting individual Employees or a group of Employees.
- 13.02 Group Grievance
A Group Grievance is defined as a grievance where two (2) or more Employees in one (1) or more Programs allege the same breach of the same provision of this Agreement and request the identical relief. Each of the Employees must sign or be named on the Grievance with proof of written consent. The Group Grievance shall be presented directly at Step 1.

ARTICLE 14 - DISCHARGE/DISCIPLINE

- 14.01 An Employee will have the right to have a Steward present at any meeting where discipline is being imposed or at any meeting relating to the conduct of the Employee where it becomes apparent that the meeting might result in disciplinary action. The Employee will be informed of their right to have a Steward present under the above circumstances.
- An Employee who chooses not to have a Steward present will be asked by the Employer to make this election in writing.
- 14.02 Discipline, suspension or discharge may only be affected upon the authority of the Executive Director or their designate and will be done in a confidential and private manner, subject to the Executive Director or their designate, the

Employee's immediate Supervisor and the Steward if requested being present. Any disciplinary record shall be given to the Employee in writing, with a copy to the Union if the Employee agrees.

- 14.03 An Employee who has completed their probationary period and claims they have been unjustly disciplined or unjustly discharged from their employment may have the Union file a grievance in writing with the Executive Director or their designate at any time within seven (7) working days after the Employee receives written notification of their discipline/discharge. The grievance will be dealt with at Step 1 of the grievance procedure.

For purposes of clarity, it is understood and agreed that notwithstanding anything in this Agreement, a probationary Employee may be disciplined or discharged and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties. This is subject to the protections allowed in Article 5.

- 14.04 A grievance referred to in Article 14.03 may be settled under the grievance or arbitration procedure by:
- a) Confirming the Employer's action; or
 - b) Reinstating the Employee with or without loss of seniority and with or without compensation for the time lost during the period from the date of their discharge to their reinstatement; or
 - c) By any other arrangement which resolves the grievance.

- 14.05 Disciplinary letters shall be removed from the Employee's personnel file twelve (12) months after the date of issue provided that the Employee has been discipline free for that period of time.

- 14.06 An Employee shall have the right, at a mutually agreed upon time, to have access to and review their personnel record in the presence of the Executive Director and Union Representative.

An Employee will be permitted to make a copy of the documents in the file on the understanding that any more than ten (10) pages will be at the expense of the Employee.

- 14.07 It is agreed that Counselling Letters, Letters of Expectations, or any other document that is non-disciplinary in nature, shall be removed from an Employee's file after a period of twenty-four (24) consecutive months free from non-disciplinary documents concerning incidents of a similar nature. This does not include our obligations under the *Employment Standards Act*.

ARTICLE 15 - LABOUR/MANAGEMENT COMMITTEE

15.01 Quarterly meetings will be scheduled in such a way so that no replacements are needed.

If either party, feels that there are matters of mutual concern and interest that would benefit from joint discussion outside of the scheduled quarterly meeting they may request a meeting to occur within five (5) business days.

Establishment of Committee

a) The CUPE National Representative assigned to the Bargaining Unit shall be permitted to attend meetings of the Labour-Management Committee.

Similarly, Management may have outside assistance if it believes it is necessary. There will be up to two (2) representatives from the Bargaining Unit and up to two (2) representatives from Management on the Labour/Management Committee.

b) **Purpose and scope of Committee**

To discuss issues of mutual concern not relating to Grievances or changes to the Collective Agreement. More particularly, the Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer.

c) **Chairperson of Committee**

A Union and an Employer Representative shall alternate in presiding over meetings. At each meeting, a chair for the following meeting shall be selected and shall be responsible for preparing and circulating an agreed upon agenda seven (7) days prior to the meeting.

d) **Minutes of Meeting**

A Union and an Employer Representative shall alternate in taking minutes of the meeting and circulating same to both parties.

15.02 **Representation of Canadian Union of Public Employees**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises at a mutually convenient time with prior arrangement with the Employer in order to investigate and assist in the settlement of a grievance.

ARTICLE 16 - BULLETIN BOARDS

- 16.01 The Employer agrees to provide a bulletin board at each program on which to display notices pertaining to Union business, advice regarding meetings, and other material of interest to members. Management reserves the right to engage the Union in a conversation should a posting be of concern and reserves the right to remove any postings that are inappropriate for the workplace.

ARTICLE 17 - SENIORITY

17.01 Full-Time

- a) Seniority for Full-Time is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a Bargaining-Unit-wide basis.
- b) A newly hired Employee shall be on probation for the first three (3) months worked which shall include any approved leaves of absence to a maximum of fifteen (15) working days and also any day not worked but paid for by the Employer.
- c) After completion of the probationary period, seniority shall be effective from the most recent date of employment. Probationary Employees may be represented by the Union.

17.02 Relief-Staff/Part-Time Employees

- a) A newly hired Employee must successfully complete a probationary period of two hundred fifty (250) hours of work.
- b) Eighteen hundred and fifty (1850) hours worked will equal one (1) year of seniority for the purposes of this Agreement.

- 17.03 Seniority will be carried over from relief/part-time to full-time on the basis of one (1) year equals eighteen hundred and fifty (1850) hours worked. Seniority will be carried over from full-time to relief/part-time on the basis of eighteen hundred and fifty (1850) hours worked equals one (1) year.

- 17.04 An Employee on parental leave shall continue to accumulate seniority in accordance with the *Employment Standards Act* as amended from time to time. An Employee absent due to illness or injury shall continue to accumulate seniority to a maximum of two (2) years.

17.05 Transfers and Seniority Outside Bargaining Unit

An Employee who is transferred or promoted to a position outside the Bargaining Unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the Bargaining Unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the Bargaining Unit. An Employee not returned to the Bargaining Unit within twelve (12) months shall forfeit Bargaining Unit seniority.

In the event an Employee transferred out of the Bargaining Unit is returned to the Bargaining Unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the Bargaining Unit.

ARTICLE 18 - LOSS OF SENIORITY

18.01 An Employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- a) Voluntarily resign, retire or is discharged and the discharge is not reversed through the Grievance or Arbitration procedure.
- b) Are absent from work due to layoff for a continuous period of more than twenty-four (24) months.
- c) Are absent from work for more than three (3) consecutive days unless an explanation satisfactory to the Employer is given by the Employee.
- d) Fail to return to work after layoff within ten (10) days after being requested to do so by the Employer, by registered mail sent to the last address recorded by the Employee and appearing on the records. This time limit may be extended by the Employer for justifiable reasons.
- e) Overstays a leave of absence by three (3) days unless an explanation satisfactory to the Employer is given by the Employee.

ARTICLE 19 - LAY-OFF AND RECALL

19.01 A lay-off shall be defined as a reduction in the workforce or the permanent reduction of a position by one-third (1/3) of the regularly scheduled hours.

19.02 Unless a lay-off is caused by an unforeseen event or in circumstances beyond the control of the Employer, the Employer will provide:

- a) The Union with four (4) weeks' notice; and
- b) The Employees with four (4) weeks notice or *Employment Standards Act* whichever is greater.

19.03 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their Bargaining-Unit-wide seniority, having regard to Article 24.01.

An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right is qualified to perform the work of the Employee with less seniority having regard to Article 24.01.

19.04 New Employees shall not be hired until those laid off have been given an opportunity of recall.

19.05 Meeting (Labour Management Committee)

In the event of proposed lay-off at the Agency of a permanent or long-term nature, the Employer shall meet with the labour management committee to discuss the reasons for the lay-off and to discuss possible solutions.

19.06 Recall

a) Employees shall be placed on a recall list for a period of twenty-four (24) months commencing from the date of lay-off.

b) Employees shall be recalled in the order of their seniority and in accordance with the requirements set out in Article 24.01.

19.07 Grievances concerning Article 17 shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 20 – SENIORITY LIST

20.01 The Employer shall maintain two (2) seniority lists, full-time (Date of hire) and relief/part-time staff (Hours earned), most senior to least senior, showing the current classification and the date upon which each Employee's service commenced. Up to date seniority lists shall be sent to the Union and posted on all bulletin boards in January, May and September of each year.

20.02 If an Employee does not challenge the Employee's seniority standing as indicated on the seniority list within fourteen (14) days from the date the seniority list is posted, then the Employee shall be deemed to have the proper seniority standing. The Employer shall make any correction to the seniority list, when applicable, within seven (7) days of the date an Employee notifies the Employer that the seniority standing as indicated on the list is incorrect.

ARTICLE 21 – HOURS OF WORK

- 21.01 The following is intended to define the normal hours of work, but shall not be interpreted as a guarantee of hours of work per day or per week, or of days of work per week.
- 21.02 The normal hours of work per week for full-time Employees covered by this Agreement shall average up to thirty-seven and one half (37½) hours per week, averaged over the cycle of the schedules of four (4) weeks.
- 21.03 Hours of work for relief staff shall be as required from time to time by the Employer to replace absences by full-time Employees.
- 21.04
- a) Employees will be entitled to a half hour (½) unpaid meal break to be taken at a time scheduled by the Supervisor, or as close to that time as possible if work does not permit the meal break at the scheduled time.
 - b) Employees working single shifted who are required to remain on premises will be paid for their meal break.
 - c) Subject to work schedule, Employees will be permitted to take two (2) fifteen (15) minute rest periods in each shift, to be taken as scheduled by the Supervisor or as close to that time as possible provided they are not single shifted.
 - d) Subsection a) and b) does not apply to an Employee who is scheduled for a shift of less than five (5) hours, subsection c) in accordance with the *Employment Standards Act, Ontario 2000*.
- a) No break shall be used to leave early from a shift.

ARTICLE 22 – OVERTIME

- 22.01 Overtime shall be compensated for all approved hours worked over forty-four (44) hours in a week. Fulltime and part time Employees shall be paid for time worked on a double shift, at the rate of time and one half (1.5 times) for every hour worked or the equivalent compensatory time as preferred by the Employee. All overtime must first receive the approval of the Executive Director or designate.
- 22.02 For full-time Employees all hours worked in excess of the regularly scheduled hours (as averaged over the cycle of the schedule), but fewer than forty-four (44) hours in one (1) week, Employees who have received the prior approval of Management will be compensated by being granted equivalent compensatory time off.

This time may be taken at a time mutually agreeable to the Employer and Employee within ninety (90) days. If, however, there is no such agreement then this compensatory time off shall be scheduled by the Employer.

ARTICLE 23 – WORK SCHEDULE

- 23.01 Full-time schedules shall be posted four (4) weeks in advance and shall not be altered or changed except in the following circumstances:
- a) With the mutual consent of both the Employer and the Employee.
 - b) In the case of an emergency as determined by the Employer.
 - c) Where the Employee has to attend outside meetings, Board Committee meetings, speaking engagements or in-service training.
- 23.02 Employees may be permitted to exchange shifts or days off at the discretion of the Employer, providing notice is given, no less than twenty-four (24) hours prior to the start of the changed shift. It is understood that any such exchanges will not result in added cost or penalty to the Employer.
- 23.03 Relief staff will be called in on an equitable basis to replace full time and part time Employees who are absent from work on vacation or other authorized leaves of absence. If a full time Employee is absent from work for a period exceeding four (4) weeks and the Employer determines that the position should be filled, one (1) relief staff will be offered the entire block of time on the basis of seniority providing they have the necessary qualifications.

ARTICLE 24 - JOB POSTING

- 24.01 In the event new jobs are created within the Bargaining Unit or vacancies occur in the existing job classifications in the Bargaining Unit, they shall be handled in the following manner:
- a) The Employer shall post all vacancies and new jobs created on bulletin boards where all Employees may see them and provide a copy to the Union President or designate. They shall remain posted for a period of ten (10) working days. Such notice shall include the name of the position, minimum qualifications required, regular hours of work and any other appropriate information and salary of the position.
 - b) The Employer agrees to observe the seniority of Employees provided that the Employees have the relevant skill, ability, related work experience and qualifications or can make the case for equivalency. Where these factors are relatively equal in the opinion of the Employer then seniority shall govern.

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- c) Nothing herein shall prevent the Employer from temporarily filling the vacant jobs during the posting period at their discretion. Furthermore, the Employer shall not be required to post vacancies, which result, from temporary absence or other authorized absences, which are four (4) months, or less in duration.
 - d) The original vacancy shall be posted and the first (1st) and second (2nd) vacancies occurring as a result of the original vacancy shall also be posted. All other vacancies that may occur as a result of having filled the original vacancy shall be filled at the discretion of the Employer.
 - e) Nothing herein shall prevent the Employer from advertising externally. Priority shall be given to internal applicants who have the relevant skill, ability, related work experience and qualifications or can make the case for equivalency. It is understood this applies to all Staff.

24.02 Should a contract position be filled by a Bargaining Unit Employee, the Employee shall be returned to their former position if it exists at the end of the contract. If the position no longer exists, the Employee may exercise bumping rights.

24.03 Trial Period

- a) The successful applicant in a job posting will be placed on a trial period for thirty (30) calendar days. At any time during that period, if the Employee is not meeting the expectations of the job, the Employee may be moved back to their original position, likewise, an Employee may elect at any time during the trial period to return to their original position, without loss of seniority or service. Any other Employee affected by this action will similarly be moved back to their original position.
- b) In the event of the latter, the Employer may award the job without re-posting to the Employee who would have been the next successful applicant. If none of the other applicants qualify, then the Employer may hire from outside without the need for posting.

ARTICLE 25 - VACATIONS

25.01 a) A full-time Employee (or a part-time Employee on the basis of one thousand eight hundred fifty [1850]) hours worked equals one (1) year of service) will receive vacation after one (1) month of service on the following basis:

One (1) month to four years (0-4)	Three (3) weeks	Six percent (6%) of gross earnings
Five to Eight (5-8) years	Four (4) weeks	Eight percent (8%) of gross earnings
Eight (8) years and over	Five (5) weeks	Ten percent (10%) of gross earnings

- b) Relief staff will be entitled to vacation pay, commensurate with seniority as per Article 25.01 (a), on each paycheck.

25.02 Vacation shall be taken during the course of the year in which it is earned on a pro-rated basis. Employees who are within their probationary period may only take vacation that has been accrued. Upon successful completion of the probationary period, vacation may be borrowed with the understanding and agreement that any vacation used but not accrued will be deducted from an Employee's final pay following termination, resignation or lay-off.

25.03 a) Employees shall indicate in writing their vacation preference, if any, no later than November 15th of each vacation year for the following calendar year. The Employee shall be notified in writing within ten (10) working days if their vacation has been approved or if a conflict has arisen. Vacation preference will be granted in order of seniority. Employees who fail to submit their vacation request by November 15th, will have their vacation granted on a first (1st) come first (1st) serve basis. Management will consider changes in vacation time for reasons of emergency or non-emergency. Vacation requests will not be unreasonably denied. Management reserves the right to deny vacation requests that conflict with operational requirements regardless of seniority.

- b) Employees wishing to carry over their vacation credits into the following year must make such request to the direct Supervisor or designate no later than November 15th. Employees may request carry over to the next calendar year up to a maximum of ten (10) vacation days. Such requests for vacation carryover will not be unreasonably denied.

- c) An Employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation. Any Vacation that an Employee has taken, but not earned, prior to separation, will be recovered by the Employer.

25.04 Should an Employee become seriously ill immediately prior to or during a scheduled vacation such that the illness interferes with the vacation period, the Employee shall inform the Employer immediately and request to be placed on

sick leave until they no longer require medical treatment. A doctor's note stating length of time under medical care will be provided. That part of the vacation will be rescheduled.

ARTICLE 26 – HOLIDAYS

26.01 a) For full-time Employees, the Employer recognizes the following paid holidays:

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

b) The Employer recognizes the following paid holidays for part-time Employees:

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

26.02 a) Full-time Employees who have completed their probationary period shall in addition to Article 26.01 be entitled to four (4) floating holidays. Part time Employees will be entitled to the float days on a pro-rated basis.

b) The float holidays will be taken as follows:

January to March	One (1) float day in any month
March to June	One (1) float day in any month
July to September	One (1) float day in any month
October to December	One (1) float day in any month

At a time mutually agreed to by the Employee and Employer.

26.03 Inception Day

All Employees will be granted November 1st off as a paid holiday to observe "Inception Day". Should November 1st not fall on a regularly scheduled day of work the Employee shall be granted one (1) paid day off in lieu.

It is understood that Inception Day is not entitled to "Statutory Holiday" pay.

-
- 26.04 An Employee who qualifies for statutory holiday pay and is not scheduled to work on one (1) of the above-named holidays shall receive one (1) day off (such day off being equal to seven and one half (7.5) hours). Such day off shall be taken at a time mutually agreed to by the Employee and the Employer but within the calendar year.
- 26.05 To be entitled to payment for one of the above holidays the Employee must have completed their probationary period, worked their last scheduled working day before the holiday and their first scheduled working day after the holiday unless their failure to work was for reasonable cause.
- 26.06 If an Employee's absence on the regular working day immediately prior to and or following a holiday is due to illness as confirmed by a doctor's certificate if required by the Employer, the foregoing qualifications would not apply and the Employee will be eligible for holiday pay.
- 26.07 A probationary Employee is entitled to any paid holiday referred to in Article 26.01, provided the Employee meets the requirements set out in the *Employment Standards Act of Ontario, 2000*. It is understood that probationary Employees are not entitled to any float holidays.
- 26.08 Subject to the efficient operation of the Agency, Employees who observe religious holidays other than those listed above may request time off to observe such holidays. At the discretion of the Employee, this time shall be taken in lieu of accumulated overtime, vacation time, float days or as time off without pay. At the beginning of each calendar year, any Employee who wishes to take time off to observe these holidays must make the request to their Manager as soon as possible.

ARTICLE 27 - LEAVE OF ABSENCE

27.01 General Leave

An Employee may be allowed a leave of absence without pay and without loss of seniority for up to twenty four (24) months provided such request is submitted to the Executive Director with a copy to the Manager in writing at least ninety (90) days before such leave should commence, except in emergency situations.

Benefits will be maintained through payment of one hundred percent (100%) of the premium costs by the Employee.

The Employer shall respond to the request within ten (10) working days as defined in 11.06. Approval of such leave shall not be unreasonably withheld.

However, such leave cannot interfere with the efficient operation of the Employer.

27.02 Union Leave

a) An Employee who is selected for a full-time position may be allowed a leave of absence without pay and without loss of seniority for up to twelve (12) months provided such request is submitted in writing at least ninety (90) days before to the Manager and approved by the Executive Director such leave should commence. Such requests will not be unreasonably denied by the Employer.

Wages and benefits will be maintained through payment of one hundred percent (100%) of the premium costs to be reimbursed by the Union.

b) Union members on authorized Committees, including Grievors, meeting with the Employer on grievance up to and including Arbitration, or negotiations up to and including mediation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.

c) When the Union requests time off without pay for an Employee or Employees to perform Union business, and if such time off is granted, the Union shall reimburse the Employer for the continuance of such Employees on the payroll.

d) Upon application in writing to the Executive Director by a member of the Union Executive Board with a copy to the Secretary of the Union, and with Approval of the Executive Director, a maximum of three (3) Employees shall be allowed or given a leave of absence with pay and without loss of seniority to attend such Union convention and/or other Union Business. Such leave of absence shall not exceed five (5) working days duration at any one (1) time. So long as the absence does not negatively impact operations and is approved by management. Employees shall be paid their regular wages and benefits and the Union agrees to reimburse the Employer for the cost of the leave.

e) Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.

f) The payment in any one (1) calendar year shall be deducted from the forty (40) day maximum allotment.

27.03 Educational Leave

If required by the Employer, an Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the course, providing that the Employee successfully completes the course.

The Employer shall grant up to twenty-four (24) months unpaid leave for education purposes. The educational program must be pertinent to the Employees' position but not required by the Employer. The Employee must complete a request form and include verifiable documentation of acceptance to an education program. The form shall be submitted to the Manager, and approved by the Executive Director at least ninety (90) days before such leave should commence.

Benefits will be maintained through payment of one hundred percent (100%) of the premium costs by the Employee.

The Employer shall respond to the request within twenty (20) working days. Approval of such leave shall not be unreasonably withheld. However, such leave cannot interfere with the efficient operation of the Employer.

27.04 Jury Duty

- a) An Employee, when called for jury selection, jury duty or subpoenaed as a Crown witness, will be compensated for the difference between their normal earnings and the payment received for jury duty or Crown Witness fee up to a maximum of fifteen (15) scheduled days. In order to receive this payment, however, the Employee must notify and provide proof to the Employer as soon as they have received the notice of jury selection, jury duty or notice of being subpoenaed as a Crown witness. Employees must report for work on any day or part of the day they are not actually required to attend jury duty.
- b) If an Employee, on their day off, is subpoenaed to be a witness in a court case which is job related, they will be compensated by being given comparative time off on a scheduled day providing:
 - (i) They provide proof and notification to the Employer as soon as they are notified of their requirement to attend.
 - (ii) The comparative time off shall be up to a maximum of seven and one half (7½) hours for each day's attendance.

27.05 Bereavement Leave

- a) In the event of a death in the immediate family, an Employee shall be granted upon request, six (6) working days without loss of regular pay.

Bereavement leave may be taken within a reasonable timeframe as approved by the direct Supervisor.

If an Employee is required to travel in excess of 500 km the Employer will arrange with the Supervisor to provide the Employee with the use of other paid time off.

- b) "Immediate family" shall mean spouse, common-law spouse, same sex partner, as defined in the Family Law Act, parent, sibling, child, step-child, grandchild, father or mother-in-law, son or daughter-in-law, grandparents and step-parents, brother or sister in law, uncle or aunt, niece or nephew, foster parent or ward of the Employee.

ARTICLE 28 - PREGNANCY AND PARENTAL LEAVE

28.01 Employer will top up EI maternity benefits by ten (10%) percent of the Employee's regular earnings.

28.02 Employer will top up EI parental benefits by ten (10%) percent of the Employee's regular earnings.

ARTICLE 29 - SICK LEAVE

29.01 The sole purpose of sick leave is the protection of Employees against loss of income when they are unable to attend work because of an illness, which is not compensable under the *Workplace Safety and Insurance Act*.

- a) Sick Leave shall be accumulated on the basis of 11.75 (eleven and three quarter) hours per month of active employment prorated based on the weekly hours of work to a maximum of two hundred and fifty (250) hours.
- b) When an Employee's sick leave bank falls below the maximum threshold in accordance with 29.01 a) the Employee shall begin accumulating sick leave in accordance with 29.01 a) until the maximum threshold is met. This process shall continue throughout the Employee's employment.
- c) Part-time Employees will accumulate sick time on the basis of one hundred and fifty (150) hours worked equals one and one half (1.5) days.
- d) Failure to provide a satisfactory medical certificate or functional abilities form where requested, may result in the disentanglement to sick pay and sick leave.

29.02 Should the Employer require an Employee to obtain medical certificate, the Employer shall reimburse the Employee for the cost of the medical certificate.

29.03 Medical certificates are not to exceed OMA guidelines or fee schedules.

-
- 29.04 When an Employee is unable to schedule a doctor's appointment outside of working hours, the Employee may use available sick leave to attend this appointment. The Employee will be required to notify their Supervisor immediately upon being aware of the need to be absent from work for the doctor's appointment.
- 29.05 An Employee may choose to use their sick leave time, in order to care for a sick child for whom they are normally responsible, or a spouse or partner or parent with the knowledge that this will be charged against accumulated sick time.

ARTICLE 30 - HEALTH AND INSURANCE BENEFITS

- 30.01 a) The current health benefits as set out in the Employee benefit booklet will continue in effect. The Employer shall pay one hundred (100%) percent of all premium costs for Health and Insured benefits for single/family coverage.
- b) It is understood that the above does not include long term disability (LTD) benefits and that Employees will pay one hundred percent (100%) of the premium costs for the benefit.
- c) Employees will be entitled to vision care on the basis of five hundred dollars (\$500.00) every twenty-four (24) months and one (1) eye examination every twenty-four (24) months to a maximum of one hundred fifty dollars (\$150.00). This provision applies to the Employee and dependent as defined in the Employee benefit booklet.
- d) Notwithstanding Article 30.01 a), the Employer's obligations to pay premium costs for benefits set out in Article 30.01 a) will be limited to and will only apply to benefits up to the age limits for which the carrier provides.
- e) Briefly stated, the Health and Insured Benefits Plan provides for the following; Life Insurance, Hospital Benefit, MediPack and Dental Care., EAP plan.
- 30.02 Relief Employees shall be paid four percent (4%) in lieu of benefits above the appropriate rate in schedule "A".
- 30.03 Change of Carriers
- It is understood that the Employer may at any time substitute another carrier for any plan, provided that benefits remain the same. Upon request by the Union, the Employer shall provide to the Union with full specifications of the Master Benefit Programs.

30.04 Registered Retirement Savings Plan (RRSP)

Upon completion of three (3) months of active service and upon the Employee's request and matched contribution, the Employer will contribute up to a maximum of four percent (4.0%) of gross earnings towards a Registered Retirement Savings Plan for all full-time and part-time Employees. Such payment will cease in accordance with the Rules of Revenue Canada as amended from time-to-time.

Relief Employees who have completed their probationary period will be eligible to enrol in the RRSP program but are not eligible for the Employer matching contribution.

Any relief Employee who becomes a permanent Employee and has completed their probationary hours will be eligible to enrol in the plan. Any relief Employee who becomes a permanent Employee and has not completed their probationary hours may apply their completed probationary hours on a pro-rated basis against the three (3) month waiting period.

ARTICLE 31 - HEALTH AND SAFETY

31.01 The parties agree to endeavour to obtain the full cooperation of all Employees in the observation of all safety rules and practices in order to prevent accidents, injury and illness. The Employer agrees to comply with the *Occupational Health and Safety Act*. Any perceived violation of this article will be remedied by following the regulations of the OHSA.

31.02 The Union and Employer recognize the right of Employees to work in an environment free from harassment. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of harassment which may arise in the workplace as set out in the Workplace Harassment Policy. The Employer agrees to provide all new staff with a copy of the policy.

31.03 All direct service Employees have the right to receive training in CPR and First Aid. The cost of this training shall be borne by the Employer.

31.04 Duty To Accommodate/Return To Work

The Employer agrees to develop a protocol and program that reflects our proactive measures as well as recognizing undue hardship. This protocol will be implemented and monitored as a sub-committee of the Joint Health and Safety Committee and will involve the HR Manager and the direct Supervisor of the Employee in need of accommodation. The Employee shall have the right if they elect to do so to have an elected official of CUPE Local 3877 in attendance.

31.05 WSIB

All Employees shall be covered by the *Workers' Safety and Insurance Act*.

ARTICLE 32 - PAYMENT OF WAGES AND ALLOWANCES

32.01 The wage scales and classifications shown in Appendix "A" attached and forming part hereof shall be effective as shown during the term of this Agreement.

32.02 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 at least thirty (30) calendar days in advance of the Employer implementing such new or substantially changed classification.

32.03 The Employer will work with Employees to address transportation needs as required including to but not limited to situations where safety is a concern, inclement weather or lack of access to public transportation.

32.04 Authorized and reasonable out-of-pocket expenses incurred on Organizational business will be repaid as they are incurred. All out-of-pocket expenses must be verified with receipts and invoices where applicable.

32.05 Travel

Employees are not expected to use their personal vehicle for work purposes. Instead, the Employer will pay for public transit, Uber or taxi whichever is appropriate.

32.06 Public Transportation shall be used for work related travel whenever it is reasonable to do so, such costs shall be reimbursed.

ARTICLE 33 – CORRESPONDENCE

33.01 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the elected Executive Board of the Local. The Union shall inform the Employer in writing of the name and address of the President and National Representative, Union stewards, negotiating committee members and Executive Committee and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or their designate.

ARTICLE 34 - DURATION

34.01 This Agreement shall be binding and remain in full force and effect from May 1, 2023 to April 30, 2026, and shall continue from year to year thereafter unless

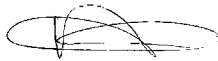
either party gives notice in writing to the other of termination or of Collective Agreement between Women's Habitat of Etobicoke and CUPE and its Local 3877.

- 34.02 If Notice is given pursuant to paragraph 34.01, this Agreement shall nevertheless continue from year to year unless, not more than two (2) weeks following the giving of Notice under paragraph 34.01, the party giving Notice provides not less than three proposed dates for collective bargaining to be held within thirty (30) days of the expiration of the Agreement, unless otherwise mutually agreed by the Parties, in which all relevant Union or management representatives are confirmed to be available.
- 34.03 If Notice is given pursuant to paragraph 34.01 and dates for meetings are delivered in accordance with paragraph 34.02, this Agreement shall nevertheless continue from year to year if the party giving notice fails to attend a meeting with the other Party within forty-five (45) days of the expiry of this Agreement, unless otherwise mutually agreed by the Parties.
- 34.04 If Notice is given pursuant to paragraph 34.01 and in addition to the minimum requirements of paragraph 34.02 and 34.03, the Parties will endeavour to meet and arrive at a new Collective Agreement prior to the expiry of this Collective Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ____ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION

Daristo

J. Oliverie
Jennifer Oliverie (Apr 24, 2024 21:05 EDT)

M. Cecilia Hunte

M. Oliverie

WOMEN'S HABITAT SALARY RANGE

Unionized Staff (Appendix A)

Note 1: Relief Workers who work the overnight shift will be eligible for the \$0.65 hourly shift premium.

Note 2: All calculations of Annual Rate including salary increase are based on the Hourly Rate.

Increase of 3.5%

As of May 1, 2023

Job Title		PROBATION	6 MONTHS	1 YEAR	2 YEARS
Shelter Trauma Counsellors, Follow-Up/Outreach Trauma Counsellors, Young Women's Trauma Counsellors, Child & Youth Trauma Counsellors, Transitional Worker, Housing Worker and Community Engagement Coordinator, Child and Family Trauma Counsellors	Annual Salary	\$48,243.00	\$50,271.00	\$52,299.00	\$54,327.00
	Hourly Rate	\$24.74	\$25.78	\$26.82	\$27.86
Overnight Shelter Trauma Counsellors	Annual Salary	\$49,549.50	\$51,577.50	\$53,605.50	\$55,633.50
	Hourly Rate	\$25.41	\$26.45	\$27.49	\$28.53
Food coordinator	Annual Salary	\$37,030.50	\$38,532.00	\$40,053.00	\$41,652.00
	Hourly Rate	\$18.99	\$19.76	\$20.54	\$21.36
Maintenance Worker	Annual Salary	\$38,005.50	\$39,370.50	\$41,359.50	\$43,173.00
	Hourly Rate	\$19.49	\$20.19	\$21.21	\$22.14
Custodian	Annual Salary	\$33,462.00	\$34,924.50	\$36,855.00	\$38,707.50
	Hourly Rate	\$17.16	\$17.91	\$18.90	\$19.85

Job Title		PROBATION (First 250 Hours)	250 - 1849 Hours	1850 - 3699 Hours	3700 + Hours
Relief Workers	Annual Salary	n/a	n/a	n/a	n/a
	Hourly Rate	\$19.49	\$20.19	\$21.21	\$22.14

Note 1: Relief workers who work the overnight shift will be eligible to the 0.65 premium rate

Note 2: All calculations including salary increase are based on the Hourly Rate

Increase of 3.0%
As of May 1, 2024

Job Title		PROBATION	6 MONTHS	1 YEAR	2 YEARS
Shelter Trauma Counsellors, Follow-Up/Outreach Trauma Counsellors, Young Women's Trauma Counsellors, Child & Youth Trauma Counsellors, Transitional Worker, Housing Worker and Community Engagement Coordinator, Child and Family Trauma Counsellors	Annual Salary	\$49,686.00	\$51,792.00	\$53,859.00	\$55,965.00
	Hourly Rate	\$25.48	\$26.56	\$27.62	\$28.70
Overnight Shelter Trauma Counsellors	Annual Salary	\$51,031.50	\$53,137.50	\$55,204.50	\$57,310.50
	Hourly Rate	\$26.17	\$27.25	\$28.31	\$29.39
Food coordinator	Annual Salary	\$38,142.00	\$39,682.50	\$41,262.00	\$42,900.00
	Hourly Rate	\$19.56	\$20.35	\$21.16	\$22.00
Maintenance Worker	Annual Salary	\$39,136.50	\$40,560.00	\$42,588.00	\$44,460.00
	Hourly Rate	\$20.07	\$20.80	\$21.84	\$22.80
Custodian	Annual Salary	\$34,476.00	\$35,958.00	\$37,966.50	\$39,877.50
	Hourly Rate	\$17.68	\$18.44	\$19.47	\$20.45

Job Title		PROBATION (First 250 Hours)	250 – 1849 Hours	1850 – 3699 Hours	3700 + Hours
Relief Workers	Annual Salary	n/a	n/a	n/a	n/a
	Hourly Rate	\$20.07	\$20.80	\$21.84	\$22.80

Note 1: Relief workers who work the overnight shift will be eligible to the 0.65 premium rate

Note 2: All calculations including salary increase are based on the Hourly Rate

Increase of 3.0%

As of May 1, 2025

Job Title		PROBATION	6 MONTHS	1 YEAR	2 YEARS
Shelter Trauma Counsellors, Follow-Up/Outreach Trauma Counsellors, Young Women's Trauma Counsellors, Child & Youth Trauma Counsellors, Transitional Worker, Housing Worker and Community Engagement Coordinator, Child and Family Trauma Counsellors	Annual Salary	\$51,168.00	\$53,332.50	\$55,477.50	\$57,642.00
	Hourly Rate	\$26.24	\$27.35	\$28.45	\$29.56
Overnight Shelter Trauma Counsellors	Annual Salary	\$52,572.00	\$54,736.50	\$56,862.00	\$59,026.50
	Hourly Rate	\$26.96	\$28.07	\$29.16	\$30.27
Food coordinator	Annual Salary	\$39,292.50	\$40,872.00	\$42,510.00	\$44,187.00
	Hourly Rate	\$20.15	\$20.96	\$21.80	\$22.66
Maintenance Worker	Annual Salary	\$40,326.00	\$41,769.00	\$43,875.00	\$45,805.50
	Hourly Rate	\$20.68	\$21.42	\$22.50	\$23.49
Custodian	Annual Salary	\$35,509.50	\$37,050.00	\$39,097.50	\$41,067.00
	Hourly Rate	\$18.21	\$19.00	\$20.05	\$21.06

Job Title		PROBATION (First 250 Hours)	250 – 1849 Hours	1850 – 3699 Hours	3700 + Hours
Relief Workers	Annual Salary	n/a	n/a	n/a	n/a
	Hourly Rate	\$20.68	\$21.42	\$22.50	\$23.49

Note 1: Relief workers who work the overnight shift will be eligible to the 0.65 premium rate

Note 2: All calculations including salary increase are based on the Hourly Rate

LETTER OF UNDERSTANDING #1 - SALARY RANGE

If during the course of the term of this Collective Agreement, which expires on April 30, 2026, the Employer receives monies from the MCSS (designated to wages), which exceeds the percentage wage increase already agreed to for that year, the excess money will be distributed amongst the Employees as an additional wage increase.

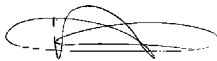
Should the Employer receive monies from any external source that is designated for use as the Agency determines the Agency shall consider those funds as an additional wage increase (in addition to wage increases agreed upon for that year).

Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ___ day of _____, _____

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION

D. Aristo

J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)

M. Cecilia White

M. Miller

**LETTER OF UNDERSTANDING #2 - AGREEMENT TO REVIEW
MULTI-SECTOR PENSION PLAN**

The Employer agrees that immediately following ratification; the Employer will undertake a fulsome review process of the Multi-Sector Pension Plan (Targeted Benefit Plan) as proposed to them by the Union.

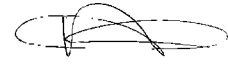
The Employer will consult with experts in the area to ensure it is in the overall best interest of the organization. At the September 2024 Labour-Management meeting, the Employer will provide an update on the progress of their review. Should the Employer determine that any further review is required, an additional update will be provided at the November 2024 Labour-Management meeting.

Both parties agree that this LOU does not provide a guarantee from the Employer that they will adopt the pension plan and that Article 8 will be enforce for the length of the agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ____ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION

D. Ariste

J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)

M. Cecilia Tumb

M. Miller

LETTER OF UNDERSTANDING #3 - RESTRUCTURING

The Employer agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring, reorganization, full or partial amalgamation which affect Bargaining Unit Employees.

If the Employer is considering any restructuring, reorganization, full or partial amalgamation which will have an affect on Bargaining Unit Employees, it agrees to notify the Union in writing sixty (60) days calendar days prior to any intent by the Employer to implement the above.

At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the Bargaining Unit Employees likely to be affected by such changes.

It will also advise the Union of the affect, if any, the change may have on working conditions and terms of employment of the Bargaining Unit Employees affected.

In the event the Employer merges or amalgamates with any other body, the Employer will make its best effort to undertake the following:

- a) Bargaining Unit Employees shall be credited with all seniority rights with the new Employer.
- b) All service credits relating to vacation with pay, sick leave credits and other benefits for Bargaining Unit Employees shall be recognized by the new Employer.
- c) All work and services presently performed by Bargaining Unit members shall continue to be performed by Bargaining Unit members with the new Employer.
- d) No Bargaining Unit Employee shall suffer a loss of employment or have their regular hours of work reduced as a result of merger.
- e) Any Bargaining Unit Employee who has their position rendered redundant as a result of restructuring, reorganization, full or partial amalgamation of the Employer, shall have the ability to exercise their displacement rights within the Bargaining Unit.
- f) No Bargaining Unit Employee who is displaced from their job due to restructuring, reorganization, full or partial amalgamation of the Employer, will not suffer a reduction in salary as a result of this change.

Note: Bargaining Unit Employees transferred to a lower rated classification shall receive their regular classification rate of pay and not be eligible for any negotiated wage increases until such time the position which the Employee transferred to is equal or greater than the Employee's originating classification wage rate.

g) In the event of restructuring, reorganization, full or partial amalgamation of the Employer, Bargaining Unit Employees whose jobs are changed shall be provided with training. The Employer will pay for the costs of such training, if necessary.

h) Right to Return on Transfer

Employees who are relocated/ transferred to another Employer will retain their seniority and service at their original Employer for a 24-month period.

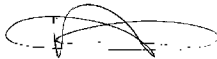
Without prejudice to the Union's or Employer's rights under the Collective Agreement Collective Agreement or the Labour Relations Act, Employee's relocated/transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer, at their originating Employer for that twenty-four (24) month period.

If they are the successful applicant, they will return to the employ of their original Employer with seniority accrued and services intact but not accrued for the period that the Employee was relocated/transferred to another Employer.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ____ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION



J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)





LETTER OF UNDERSTANDING #3 - B RESTRUCTURING

The parties shall meet within thirty (30) days of ratification with a goal to review and revise Letter of Understanding #3.

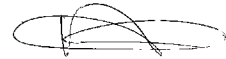
The parties shall have two (2) members and any revisions will mutually be agreed upon.

It is further agreed that either party may invite another individual with voice no vote upon notifying the other party.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ____ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION

D. Aristo

J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)

M. Cecilia Monte

M. J. Lee

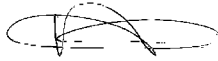
LETTER OF UNDERSTANDING #4 - EMERGENCY PREPAREDNESS PLAN

The Employer agrees to develop an Emergency Preparedness Plan and Protocol and will reflect appropriate language relating to Pandemic planning. This work will be done by the Joint Health and Safety Committee.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this _____ day of _____, _____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION

D. Aristo

J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)

M. Cecilia Huntz

M. Miller

LETTER OF UNDERSTANDING #5 - WAGE REOPENER

Whereas the Collective Agreement expired April 30, 2023 included the Letter of Understanding #1 which included:

"Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation."

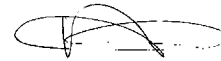
Whereas Bill 124 has been successfully repealed:

The parties agree to meet for Labour Management within thirty (30) days of ratification with the agenda to include reopening compensation discussions for the Collective Agreements expiring 2021, 2022 and 2023.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ____ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION



J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)





LETTER OF UNDERSTANDING #6 - CHANGES TO ARTICLE 3.02

Whereas the Parties have agreed to amend Article b) and c) and

Whereas there are two (2) current Employees that will be directly impacted;

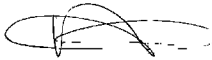
The Parties agree to the following:

1. That Cecilia Nunez and Faisa Jama will become part-time Employees in accordance with the new amendments; and
2. That Cecilia Nunez and Faisa Jama will be exempt from pro-ration of vacation, sick and float day entitlements.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ____ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION



J. Oliverrie
Jennifer Oliverrie (Apr 24, 2024 21:05 EDT)





MEMORANDUM OF AGREEMENT

The Parties agree that the following positions will remain vacant until the Employer has a need to repost:

Community Engagement Coordinator (vacant since November 2021)

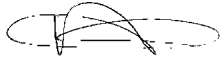
Maintenance Worker (vacant since May 2021)

A notation will be added to the two positions (*) at the bottom of the wage grid.

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representative this ___ day of _____, ____.

FOR THE EMPLOYER

cneto
cneto (Apr 19, 2024 09:14 EDT)



Leslie Burrow
Leslie Burrow (Apr 16, 2024 10:51 EDT)

Lina Almanzan
Lina Almanzan (Apr 16, 2024 11:26 EDT)

FOR THE UNION

D. Aristo

J. Oliverie
Jennifer Oliverie (Apr 24, 2024 21:05 EDT)

M. Cecilia Wintz

M. Keller