

COLLECTIVE AGREEMENT

BETWEEN



THE SALVATION ARMY NEW HOPE LESLIEVILLE
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 3798.06
(HEREINAFTER REFERRED TO AS THE "UNION")

EXPIRY DATE

November 30, 2025

Table of Contents

ARTICLE 1 – PREAMBLE.....	2
ARTICLE 2 - SCOPE AND RECOGNITION.....	2
ARTICLE 3 - NO DISCRIMINATION.....	4
ARTICLE 4 - UNION SECURITY AND UNION MEMBERSHIP.....	5
ARTICLE 5 - LABOUR MANAGEMENT RELATIONS.....	6
ARTICLE 6 - MANAGEMENT RIGHTS.....	7
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE.....	8
ARTICLE 8 - NO STRIKES/NO LOCKOUTS.....	10
ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE.....	10
ARTICLE 10 - PERSONNEL FILES.....	11
ARTICLE 11 – SENIORITY.....	11
ARTICLE 12 - LOSS OF SENIORITY.....	12
ARTICLE 13 - PROMOTIONS AND STAFF CHANGES.....	13
ARTICLE 14 – PROBATION.....	13
ARTICLE 15 - LAYOFF AND RECALL.....	14
ARTICLE 16 - HOURS OF WORK.....	15
ARTICLE 17 - OVERTIME.....	16
ARTICLE 18 - LEAVES OF ABSENCE.....	17
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES.....	20
ARTICLE 20 – HEALTH, DENTAL AND LTD.....	21
ARTICLE 21 - PAID HOLIDAYS.....	22
ARTICLE 22 - VACATIONS.....	23
ARTICLE 23 – SICK LEAVE.....	25
ARTICLE 24 - WORKERS' COMPENSATION.....	26
ARTICLE 25 - JOB CLASSIFICATIONS.....	27
ARTICLE 26 – WORKPLACE ACCOMODATION.....	27
ARTICLE 27 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE.....	28
ARTICLE 28 - HEALTH AND SAFETY.....	29
ARTICLE 29 – PRESENT CONDITIONS.....	30
ARTICLE 30 – COPIES OF THE AGREEMENT.....	30
ARTICLE 31 – DURATION.....	30
SCHEDULE “A” New Hope Leslieville- Salaries.....	31
LETTER OF UNDERSTANDING: Re: Collective Agreement Re-opener.....	32
LETTER OF UNDERSTANDING: Emergency Response Committee.....	34
LETTER OF UNDERSTANDING: RE: PAY EQUITY.....	36
LETTER OF UNDERSTANDING RE: TEMPORARY HOTEL SITE.....	37

ARTICLE 1 – PREAMBLE

1.01 The Salvation Army, which is a worldwide Christian religious movement, has a deep concern for and involvement in providing services for the marginalized and disadvantaged in society. The deeply religious philosophy of The Salvation Army is integral to all facets of the operations of the New Hope Leslieville which provides ministering to those in need and other persons affected by homelessness or other societal needs through practical assistance and a demonstration of Christian love and concern.

To this end, the parties seek:

- a) To provide a caring, supportive, respectful and safe environment at The Salvation Army HOPE Shelter.
 - b) To build and maintain harmonious relations between the Employer and its employees;
 - c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
 - d) To aim toward a peaceful and amicable settlement of any differences that may arise between them; and
 - e) To promote the morale, well-being and economic security of all members of the bargaining unit.
- 1.02 The parties to this Agreement also share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.
- 1.03 Throughout the Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 Bargaining Unit Description

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of The Salvation Army New Hope Leslieville at 29 Leslie Street in Toronto, save and except supervisors, persons above the rank of supervisor, persons resident at the shelter, office and clerical staff, and the Chaplain.

2.02 Job Security

- a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, if such work would result in the layoff or the permanent reduction of regular hours of work of bargaining unit employees.
- b) The Employer shall not contract out work regularly performed by employees in the bargaining unit if such work would result in the layoff or the permanent reduction of regular hours of work of bargaining unit employees.

2.03 Definitions

- a) A full-time employee shall be defined as an employee who works on a regularly scheduled basis for at least twenty-five (25) hours per week.
- b) A part-time employee shall be defined as an employee who works on a regularly scheduled basis for less than twenty-five (25) hours per week.
- c) A relief employee shall be defined as employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability subject to 16.02 (b) herein. Work is scheduled as required to replace regular staff on an emergency basis, including sick leave, vacation, or similar circumstances.

Relief employees have the right to decline work. Should a relief employee not perform work for the Employer for a period of three (3) months, except when on an approved Leave of Absence, then they shall be removed from the relief list and deemed to have self-terminated. The following Articles do not apply to relief employees: Articles 15, 17, 18, 20, 21, 22 (except 22.04) and 23.

2.04 Contract Employees

- a) Contract employees may be hired for a specific term to perform a special project not to exceed twelve (12) months unless the Union agrees otherwise or to replace an employee who will be on approved leave of absence, including pregnancy and parental leave, absence due to WSIB disability, sick leave, or long-term disability.
- b) The following Articles do not apply to contract employees: Article 13 - Promotion and Staff Changes (unless no other regular employee is successful as outlined in article 13.04 and the contract employee has the necessary qualifications as outlined in article 13.04), Article 15 - Layoff and Recall, Article 18 - Leaves of Absence and Article 20 - Benefits (unless the funding source provides funding for benefits).
- c) If the contract employee's term exceeds one (1) year or the length of the absentee's leave, as the case may be, the employee will be confirmed as

a regular employee and will gain seniority which shall be retroactively established, effective the last date of hire.

- d) When a contract position is filled by a regular bargaining unit employee, the employee shall be seconded to the contract position, it being understood that at the conclusion of the assignment, the employee shall be entitled to return to her/his former position. Such an employee shall enjoy all rights and benefits of a regular employee while seconded to the contract position.
- 2.05 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s) that may conflict with the terms of this collective agreement.
- 2.06 The Union will supply the Employer with the names of its Officers. The employer shall not be required to recognize any Officers unless written notification has been provided to the Employer. Like wise the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.
- 2.07 Union Officers, Stewards and Committee members shall be entitled to leave their work during working hours without loss of pay, in order to carry out their functions as set out under this Agreement, including but not limited to, the processing of grievances and attendance at meetings with the Employer. Permission to leave work during working hours for such purposes shall first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld.
- 2.08 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon prior notice, such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this Agreement on the basis of any prohibited ground which is prescribed by the Ontario Human Rights Code; that is, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or handicap.
- 3.02 All references to "spouse" in this Collective Agreement and any benefits flowing from it shall include common-law and/or same sex partner. In addition, all references to "family" shall include children and/or in-laws flowing from common-law and/or same sex relationships.

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 or assessments as established by the Union.
- 4.02 Union dues³⁷ 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 by electronic file transfer to the National Secretary-Treasurer of the Union, along with a list of all members, the wages earned during the month by these members, and the dues deducted, with a copy to the Local Secretary-Treasurer.
- 4.03 The Employer will at the time of making each remittance also supply the Local Union with a statement showing names, addresses, phone numbers, e-mail addresses, employment status and classifications of employees. The statement will also indicate hiring, transfers, promotions, lay-offs, recalls, resignations, retirements, deaths and terminations of employment.
- 4.04 When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.
- 4.05 All of the employees of the Employer covered by this collective agreement, shall, as a condition of employment become members of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall become members of the Union within thirty (30) days of employment.
- 4.06
- a) 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 contained in this Collective Agreement.
 - b) The Employer agrees to provide a Union Steward with an opportunity to meet with new employees 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 employee's immediate supervisor, within the first thirty (30) days of the employee's employment, without loss of compensation to either the Steward or the new employee.
- 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 Local Union, with a copy to the CUPE national Representative.

- 4.08 The Employer shall provide the Union with a bulletin board in an accessible location. The Union shall have the right to post notices of Union meetings or functions. All other notices that pertain to general information and interest to its members, that the Union wishes to post are subject to prior approval from the Executive Director (or designate), which approval shall not be unreasonably withheld.
- 4.09 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made in accordance with this Article.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

- 5.01
- 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 Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairpersons of the meetings.
 - b) The Committee will meet bi-monthly 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.
 - 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 shall alternate in providing a Secretary to the Committee. Minutes of such meetings will be prepared and signed by the Chairpersons as soon as possible after the close of the meeting and provided to all Committee members. Once approved by both parties, the minutes shall be posted in the workplace. It is recognized that some matters identified as confidential will be discussed in camera and as such will not be included in the posted minutes.
 - e) The Committee will review and make recommendations with respect to the restrictions to be placed on an employee's existing job to meet the employee's needs. If this is not possible, the Committee will investigate and recommend another option, which takes account of the employee's restrictions, if such exists. The Committee will also review the progress of employees on modified work as required.

5.02 Stewards

The Employer recognizes the right of the Union to appoint or otherwise elect up to three (3) employees as Stewards.

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.
- b) The Employer agrees to provide to the Union, upon written request, within a reasonable period of time, any information and documentation required by the Union to enable the parties to bargain in good faith within the meaning of the Ontario Labour Relations Act.

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

methods to be used to ensure security of the property, and generally the right to manage the operation and its business without interference are solely and exclusively the right of the Employer.

- 6.02 The Employer agrees that in exercising its rights, as set out in Article 6.01 above it will not act in a manner that is inconsistent with the terms of this Agreement.
- 6.03 Under normal circumstances, when Management implements new or revised policies, the Employer will, whenever possible, send a copy to the Union, three (3) days in advance of the policy coming into effect. If the employer is unable to provide three (3) days notice, the Union will be notified of the new or revised policy prior to its implementation.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- All grievances shall proceed according to the following steps. At each step of the grievance procedure, the employee shall have the right to be present.
- 7.02 a) If an employee has a complaint, it shall be discussed with their Supervisor within seven (7) working days after the circumstances giving rise to the complaint or ought to have reasonably come to the attention of the employee. An employee presenting a complaint to the supervisor may be accompanied by a steward.
- b) Attempts at such informal settlement of complaints shall not exceed five (5) working days. In the event the complaint is not resolved, the steps of the Grievance Procedure may be invoked.
- 7.03 Step 1
- Failing settlement at the complaint stage, the Union may submit a grievance in writing to the Executive Director (or designate) within ten (10) working days. The grievance shall be in writing on a grievance form, signed by the employee, and shall contain the nature of the grievance, the provision(s) of the Collective Agreement alleged to have been breached and the remedy sought. A meeting will be held within ten (10) working days of submission of the grievance between the Executive Director (or designate) and the Union. The Executive Director (or designate) shall deliver the response in writing to the Union within ten (10) working days of the date of the meeting.

7.04 Step 2

Failing settlement of the grievance at Step 1, the parties may agree to forward the grievance to a mediator within ten (10) days of receiving the Executive Directors written response. Where this occurs; the mediator will be selected by mutual agreement and costs will be shared (i.e. fifty percent [50%] for each party). Where the mediation is unsuccessful the grievance may be forwarded to Step 3.

7.05 Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may be referred to arbitration not later than fifteen (15) working days after the decision at Step 2 has been received.

7.06 Group Grievance

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

7.07 Policy Grievance

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 1 of the grievance procedure, provided that it is presented within seven (7) working days after the circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party. It is understood that such a grievance shall not deal with matters, which are properly the subject of an individual grievance.

7.08 The time limits fixed in the grievance and arbitration procedure may be extended by consent of both parties.

7.09 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.

7.10 Arbitration Procedure

When either party wishes to submit a grievance to arbitration it shall inform the other party within fifteen (15) working days following receipt of the written decision at Step 1 of the Grievance Procedure. Such written notification shall include the name and address of its nominee to a sole arbitrator. Within ten (10) working days of receipt of notification, the other party shall advise the first party, in writing, of the names of three (3) persons who could act as the sole

arbitrator. If the other party does not agree to the names provided, they shall reply with alternate names. The parties shall continue until a mutually agreeable name is appointed.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The decision of the ARBITRATOR, constituted in the above manner shall be final and binding on both parties.

The ARBITRATOR shall not have the power to alter or change any of the provisions of this Agreement.

Each of the parties will bear one-half (1/2) the fees and expenses of the arbitrator.

Employees involved in the grievance procedure (including mediation but not arbitration) shall not suffer loss of wages during such process.

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

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

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

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 An employee will have the right to have a steward of their choosing present at any meeting that relates to the conduct of such employee, which might result in disciplinary action. The Employer shall advise the employee of this right in advance of the meeting. At the sole discretion of the Employee, they may opt to forego their right under this clause. It is agreed and understood that twenty-four (24) hours notice will be given to the employee prior to the meeting.

9.02 An employee shall be given the reason, in writing, copied to the Union for the imposition of any discipline, including suspension or discharge, at a meeting convened for such purpose.

9.03 In the event that an employee who has completed his/her probationary period is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance. Such grievance shall proceed directly to Step 1 of the grievance procedure and must be presented within ten (10) calendar days after the notice of discipline, suspension or discharge was given.

ARTICLE 10 - PERSONNEL FILES

- 10.01 An employee shall, upon giving two (2) working days notice to the Executive Director or designate have access to and be allowed to review her/his personnel file in the presence of the Executive Director or designate. It is understood that such files shall be kept under lock and key at all times and are of a confidential nature. Upon request, an employee shall be provided with a copy of any material contained in her/his personnel file.
- 10.02 Fifteen (15) months following any disciplinary action, any documentation related to such action shall be removed from the employee's personnel file and shall not be used against her/him provided that the employee has been discipline free for such period.
- 10.03 Performance appraisals will be completed on an annual basis. A form reflecting the input of both the employee and the supervisor will be signed by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

The parties agree that performance appraisals are non-disciplinary and as such, the content of the performance appraisals are not subject to the grievance and arbitration procedure.

ARTICLE 11 – SENIORITY

- 11.01
- a) Seniority for full-time employees shall be defined as length of continuous service with the Employer, since the date of last hire.
 - b) Seniority for part-time employees shall be based on the total number of straight time hours since the date of last hire. Two thousand and eighty (2080) hours shall be equivalent to one (1) year of full-time seniority.
 - c) Seniority for relief employees shall be based on the total number of straight time hours since the date of last hire. Two thousand and eighty (2080) hours shall be the equivalent to one (1) year of full-time seniority.
- 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 their seniority date. Where two (2) or more employees commence work on the same day, seniority shall be determined by the date and time of the signed offer letter. Effective _____, 2022.
- 11.04 An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

- 11.05 An employee will not be placed on the seniority list until she/he has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list, and she/he will be credited with seniority equal to the probationary period.

ARTICLE 12 - LOSS OF SENIORITY

- 12.01 An employee shall lose all seniority and the employment of the employee, shall be deemed to have been terminated for any of the following reasons:
- a) Voluntary resignation;
 - b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
 - c) An employee is laid off for a period not exceeding twelve (12) months;
 - d) An employee is absent from work for three (3) or more working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer.
 - e) An employee fails to return to work within ten (10) working days after being notified of recall by registered mail (unless the employee is ill). Registered mail sent to an employee's most recent address on her/his employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee four (4) days after it was sent by the Employer. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her/his current address and telephone number;
 - f) An employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension unless a reasonable explanation is given by the employee to the Employer.
- 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 for up to sixty (60) calendar days. Seniority will be reinstated upon return to bargaining unit employment within such period, provided there has been no break in service with the Employer.
 - b) A person hired to fill the employee's bargaining unit position shall be hired pursuant to Article 2.04 until the sixty (60) calendar day period has elapsed.

- c) Any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position and salary level without loss of seniority.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

- 13.01 In the event that a new bargaining unit position is created, or when a regular bargaining unit vacancy occurs, or when a temporary vacancy is expected to last for more than three (3) months, the Employer will post such positions internally for a period of seven (7) calendar days in a place accessible to all bargaining unit employees.
- 13.02 The posting will stipulate the classification, location, qualifications, hours of work and salary, and a copy shall be provided to the Union.
- 13.03 No outside interviews shall take place until the applications of bargaining unit employees have been fully processed.
- 13.04 In matters of promotion and staff transfer, appointment shall be made of the senior qualified applicant.
- 13.05 The successful applicant shall be advised, in writing, of her/his appointment, with a copy to the Union.
- 13.06 A seniority employee who is the successful applicant for a position within the bargaining unit shall be allowed a sixty (60) calendar day trial period, 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 (subject to the employee's right to grieve), to the position formerly occupied without loss of seniority. A vacancy resulting from the posting may be filled on a temporary basis pursuant to Article 2.04 until the aforesaid trial is completed.

ARTICLE 14 – PROBATION

- 14.01
 - a) Newly employed full-time employees will be considered probationary for the first (1st) four hundred and eighty (480) hours paid.
 - b) Newly employed part-time employees will be considered probationary for the first (1st) four hundred and eighty (480) hours paid or six (6) calendar months, whichever occurs first.
 - c) Newly employed relief employees will be considered probationary for the first (1st) four hundred and eighty (480) hours paid or one (1) year, whichever occurs first.

- 14.02 Performance appraisals will be completed by the immediate supervisor after six (6) weeks of employment. Such appraisals shall be conducted in accordance with Article 10.04 of this Agreement.
- 14.03 Upon completion 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) calendar days, provided that the reasons for the extension are provided in writing to the employee and 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
- a) There shall be no obligation on the Employer to retain the services of a probationary employee or to re-employ him/her if she/he is discharged during the probationary period.
 - b) The discharge of a probationary employee may be for cause or for no cause and entirely within the discretion of the Employer but must not be done in bad faith.

ARTICLE 15 - LAYOFF AND RECALL

- 15.01 In the event of a proposed layoff, including a reduction in the regular hours of work or the elimination of a position within the bargaining unit, the Employer shall provide at least thirty (30) calendar days advance notice to the Union. Following such notice, the Employer shall meet with the Union, if requested, within ten (10) calendar days of the request, to advise of the reasons for such layoff, the employees likely affected by the layoff and discuss means of avoiding the layoff.
- 15.02 The Employer agrees to provide to any bargaining unit employee who is to be laid off notice of layoff in accordance with its obligations under *Employment Standards Act, 1995*. The Employer will endeavour in all circumstances of layoff to provide additional written notice where possible.
- 15.03 An employee in receipt of a layoff notice may bump an employee with less seniority provided the employee exercising such right has the qualifications to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be deemed to have received notice in accordance with Article 15.02 and have the opportunity to bump an employee with less seniority provided the employee has the qualifications to meet the normal requirements of the job. It is agreed and understood that Part-time or relief staff cannot bump into full-time positions.

- 15.04 Employees shall continue to accumulate seniority while on lay-off, subject to Article 12.01(c).
- 15.05 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 15.06 No full-time employee shall be laid off by reason of her/his duties being assigned to part-time employees.
- 15.07 In the event of a vacancy or vacancies, employees will be recalled, in order of seniority, provided the employee being recalled has the qualifications to meet the normal requirements of the job. The posting procedure shall not apply until the recall procedure is completed.
- 15.08 Grievances concerning layoff and recall shall be initiated at Step 1 of the grievance procedure.
- 15.09 In the event of a layoff of an employee, the Employer shall pay its share of insured premiums as allowed by the Taking Care Plan.

ARTICLE 16 - HOURS OF WORK

- 16.01 a) The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours worked per day or per week, or of days per week.
- b) The regular work week for full-time Front-Line Workers, Community Follow-Up Worker, Case Manager and Housing Workers will be up eight (8) hours per day and up to forty (40) hours per week including a paid meal break. These staff members will be allowed two (2) paid rest periods of fifteen (15) minutes each in a shift (only one if working five- and one-half hours [5.5] hours or less).
- c) Housekeeping and Janitorial staff will be up to thirty-seven and one half (37½) hours excluding unpaid meal breaks. These staff members will be allowed two (2) paid rest periods of fifteen (15) minutes each in a shift (only one if working five and one-half hours [5.5] hours or less).
- 16.02 a) Work schedules will be posted at least one month in advance. Employees may exchange shifts with the prior approval of their supervisor. The parties recognize that in the case of relief employees, no advance scheduling is possible, but the Employer agrees to provide as much advance notice as is reasonably possible.
- b) For the purpose of filling vacant shifts resulting from sick leave, vacation or similar circumstances, part-time employees may indicate their interest

in being in the relief pool and will provide the Employer with their availability outside their regular working hours. The Employer will offer additional shifts to qualified part-time and relief employees on the basis of their seniority and availability. No part-time or relief employee will normally be allowed to work beyond the regular work week where there are other employees in the relief pool who have availability for additional shifts. The Employer agrees that the relief pool will not be used in order to avoid filling a permanent position or a temporary vacancy expected to last for more than sixty (60) calendar days. Hours worked by part-time employees as relief will not count toward their becoming full-time in accordance with Article 2.03(a).

c) Where the Relief Pool has been exhausted and no other staff is available, the Employer may utilize outside agency staff to fill a vacant shift.

16.03 An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each and one unpaid thirty (30) minute meal period in a full shift. Where an employee is required to remain at the workplace during a meal period, she/he shall be paid her/his applicable rate for such period.

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

ARTICLE 17 - OVERTIME

17.01 Authorized hours of work in excess of an employee's regular workweek shall be compensated for on the following basis:

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

17.02 Call Back

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

- 17.03 **Shift and Weekend Premium**
Effective the date of ratification, employees shall be paid a shift premium of thirty cents (.30) per hour as a weekend premium for all hours worked between 3:00 pm to 11:00pm and 11:00pm - 7:00am (Saturday, Sunday only).

ARTICLE 18 - LEAVES OF ABSENCE

18.01 General Leave of Absence

The Employer may grant a leave of absence without pay, provided that the Employer receives a written request at least three (3) weeks in advance (except in cases of emergency). Leave will not be granted for the purpose of seeking or participating in alternative employment. The granting of such leave shall not be unreasonably denied. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing, copied to the Union. Seniority will not accumulate during a general leave of absence and the seniority date will be adjusted upon the return of the employee from such leave.

18.02 Paid Leave of Absence

It is understood that employees who are on approved leaves of absence with pay, including Long Term Disability, shall retain and accumulate seniority, and shall be eligible for benefits as provided in this Agreement, subject to any restrictions by the carrier.

18.03 Union Leave of Absence

Union Leave of Absence

Subject to the efficient operation of the Shelter, leaves of absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, forty (40) days during each calendar year of this Agreement. The granting of such leave will not be unreasonably denied and will be subject to the following conditions:

- a. Not more than two (2) employees will be absent at any time and no more than one (1) per department;
- b. A written request from the Union must be made to the Employer normally at least two (2) weeks prior to the date of the Union's function; The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.

- c. The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave.
- d. The Employer agrees to grant an additional forty (40) days during the calendar year of this agreement, provided that such leave will not unreasonably interfere with the Employer's operations if the President of Local 3798 is elected from the employees of Hope Shelter. It is understood these days are in addition to the Union Leave of Absence mentioned previously in the Article.

18.04 Upon written request, an employee who has at least one year of seniority who is elected or selected for a full-time position with the Union, will be granted a leave of absence without pay and without benefits for a period of up to two (2) years. The employee's seniority and service credits will continue to accumulate during the leave of absence.

The employee must advise the Executive Director (or designate) in writing of the date of the commencement of the leave as well as the expected return date within the said one (1) year period, where reasonably possible at least thirty (30) days in advance of the commencement date.

In the event that the employee wishes to seek an extension of the leave of absence, the employee may request an extension in writing to the Executive Director (or designate) and must indicate at the time of the request, the expected duration of the extended leave. The granting of the request for an extension will not be unreasonably withheld.

The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wage and benefits paid to, or in respect of, the employee who is granted the leave. Dues will continue to be deducted from the employee's wages for the duration of the leave.

18.05 Maternity/Parental and Adoption Leave

Maternity/Parental/Adoption Leave shall be granted in accordance with the eligibility and requirements relating thereto and as defined in the Ontario Employment Standards Act.

18.06 Bereavement Leave

- a) Bereavement Leave with pay shall be granted upon request for up to five (5) working days due to the death of a family member. This includes the death of: spouse, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law.

Up to three (3) days paid leave shall be granted for grandparent, and/or grandchild, brother-in-law, sister-in-law and legal guardian, in order to attend or make arrangements for the funeral.

Up to two (2) days paid leave shall be granted for aunt and uncle, in order to attend or make arrangements for the funeral.

- b) Additional leave without pay of up to two (2) working days may be granted where out of town travel is required in excess of five hundred (500 km) kilometres or in exceptional circumstances. Request for such leave shall not be unreasonably denied.
- c) During bereavement leave, seniority and service credits for all purposes continue to accrue.
- d) The Employer will extend leave without pay or permit the employee to draw from his/her vacation days, lieu days or overtime should the employee so request, in accordance with 18.01 a) – General Leave of Absence, for up to one (1) year.

18.07 Education Leave

- a) Subject to the efficient operation of the Hostel regular full-time employees may be eligible to take up to one (1) year education leave, without pay and benefits. Education leaves of absence over one year will be considered as long as rationale is provided. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for one (1) year, but seniority will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence.
- b) A regular full-time employee who wishes to request an education leave shall do so in writing, normally at least six (6) weeks in advance indicating the duration and purpose of the leave, the date of departure and the expected date of return. Such request will not be unreasonably denied.
- c) Upon return from an education leave, the employee shall be reinstated in her/his former position. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position and salary level without loss of seniority. Any person hired to fill a vacant position related to the leave of absence shall be hired as a contract employee pursuant to Article 2.04
- d) The Employer shall not be required to pay benefit costs during the leave, nor will the employee be eligible to accumulate any contractual credits i.e. sick leave, vacation, statutory holidays credits during such leave.
- e) Subject to any restrictions by the carrier if an employee wishes to have their benefits continued during this leave the employee would pay the full costs of such benefits.

18.08 Jury Duty and Witness Duty

The Employer shall grant paid leave of absence to an employee who is called as a juror or is subpoenaed as a crown witness or is required by a subpoena to attend court or coroner's inquest in a case arising out of their duties. The employee will be paid the difference between any jury service fees or crown witness fees and their regular rate of pay for those hours spent on jury duty or as a subpoenaed crown witness, not exceeding the regular hours the employee normally would work on that day.

18.09 Emergency Leave, to deal with family and medical emergencies, may be granted in accordance with the eligibility and requirements thereto and as defined in the Ontario 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. Such pay shall be by Direct Deposit

19.02 An employee may, upon giving at least twenty (20) working days advance written notice, receive on the last workday preceding the commencement of her/his annual vacation, any pay cheques which may fall during the period of the employee's vacation.

19.03 When an employee is assigned to temporarily relieve in or perform the principal duties of a higher paying position either inside or outside the bargaining unit, he/she shall receive the rate for the job. In the case of a lower paying position, his/her rate shall not be reduced.

19.04 Transportation Expense

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

19.05 Training and Professional Development

Where the Employer requires an employee to attend training courses, the Employer will provide the necessary tuition or registration fees, meal expenses to employees who are required to attend training courses at locations outside

the workplace. Attendance at such courses shall be considered work time and paid at the employee's applicable rate.

ARTICLE 20 – HEALTH, DENTAL AND LTD

20.01

- a) After a regular full-time employee has completed their probationary period, the Employer agrees to pay the premium costs of the single core employee group benefit plan currently in effect. Employees may opt to pay the premium costs enhanced benefits as provided under the current group benefit plan. Employees must complete and return all of the forms necessary for benefit coverage within seven (7) calendar days of receipt.
- b) Vision – three hundred twenty-five dollars (\$325.00) every twenty-four (24) months. One hundred and fifty dollars (\$150.00) to be reimbursed through the plan and one hundred and seventy-five dollars (\$175.00) to be reimbursed through submission of an original receipt to New Hope Leslieville.
- c) After a regular full time, employee has completed their probationary period, the Employer agrees to pay one hundred per cent (100%) of the premium costs of the Core Plan for family and couple coverage. This includes the Core Plan coverage as set forth in a) above.
- d) Until an employee reaches the age of sixty-five (65), employee paid (at one hundred percent (100%) LTD is mandatory for all employees who regularly work thirty (30) hours or more a week.
- e) It is understood and agreed that employees taking leave per Article 18.01 and wishes to have benefits continued during the leave, such employee will pay the full cost of benefits.
- f) After a regular part-time employee has completed their probationary period, the Employer agrees to reimburse fifty dollars (\$50.00) in lieu of benefits every 24 months.

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

20.03 Registered Retirement Savings Plan (RRSP)

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

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

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

ARTICLE 21 - PAID HOLIDAYS

- 21.01 Subject to Article 21.06, regular full-time and part-time employees shall receive the following paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, Boxing Day, Truth and Reconciliation Day (effective upon ratification) and three (3) float days per year.
- 21.02 Where an employee is not regularly scheduled to work on a paid holiday, she/he shall receive holiday pay in accordance with Article 21.06(b).
- 21.03 When an employee works on a paid holiday, the employee shall be paid at the rate of time and one half (1½) for all hours worked. In addition, if qualified the employee will receive the equivalent worked time off on a date mutually agreed to between the employee and their Coordinator, but within ninety (90) days of the statutory holiday in which the lieu time was earned. Failure to agree will result in a payout of the holiday pay. For greater clarity, employees who work an eight (8) hour day on the holiday will be entitled to take an eight (8) hour day off.
- 21.04 Each full-time and part-time employee who has completed one (1) year of service shall be granted three (3) days off with pay each calendar year to be termed floating holiday. Such floating holiday shall be taken on a date mutually agreed in advance between the employee and their Coordinator but must be

- taken between January 1st and December 31st in any given year. Employee requests will not be unreasonably denied. Should any level of government proclaim a further statutory holiday, such holiday(s) will replace one or both of the lieu days as the case may be.
- 21.05 An employee shall be granted leave for an alternate religious holiday, upon written request to their Coordinator normally at least two (2) weeks prior to the date of the religious holiday, provided they use lieu time, overtime or vacation time. It is agreed that requests for cultural holidays are subject to the operational demands of the organization.
- 21.06 In order to be entitled to payment for a holiday, an employee must have:
- a) Worked her/his scheduled working day immediately preceding and the full scheduled working day immediately following the holiday, unless such absence is authorized by the Employer, or an employee is absent due to illness on one or both of the qualifying days in accordance with Article 23 Sick Leave.
 - b) Holiday pay is calculated based upon the total amount of regular wages and vacation pay payable to the employee in the four (4) weeks before the work week in which the holiday occurred, divided by twenty (20).

ARTICLE 22 - VACATIONS

- 22.01 Regular full-time employees will be entitled to vacations with pay, with it being understood that for purposes of calculating vacation pay, payment of vacation will be based on what the employee has accrued in the employee's vacation bank at the time vacation is taken, in accordance with the current practice as in the following schedule:
- i. For less than one (1) year of service, pro-rated vacation of four percent (4%) two weeks vacation;
 - ii. Less than two (2) years service, two (2) calendar weeks paid vacation four percent (4%);
 - iii. Employees who have completed two (2) years but less than six (6) years of service, three (3) calendar weeks of paid vacation six percent (6%)
 - iv. Employees who have completed six (6) years but less than thirteen (13) years of service, four (4) calendar weeks of paid vacation eight percent (8%)
 - v. Employees who have completed thirteen (13) years of service years, five (5) calendar weeks of paid vacation ten percent (10%).

- vi. Employees who have completed twenty (20) plus years of service, six (6) calendar weeks of paid vacation twelve percent (12%)

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

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

22.03 Requests for vacation will be made in writing to the employee's Coordinator normally at least four (4) weeks prior to the desired vacation period; and six (6) weeks for the Christmas period. Requests for Christmas vacations must be submitted by all staff by the second (2nd) Friday of November. After such date, requests will not be unreasonably denied.

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

Vacations may be taken anytime of the year, provided adequate staffing of the agency can be maintained.

It is further understood that employees will use all of their vacation entitlement on or before December 31st. Employees will be entitled to carry over a maximum of two (2) weeks' vacation into the following vacation year.

Employees wishing to take vacation time in December, or who have outstanding vacation time after September, shall submit their requests in writing to the Employer by October 1st and the Employer shall respond, based on seniority, no later than October 30th.

Employees wishing to carryover vacation time shall make their requests in writing to the Employer by December 1st. The Employer reserves the right to automatically schedule any outstanding vacation after this time. It is agreed and understood any vacation carryover credits must be used by March 31.

Requests for summer vacations must be submitted by all staff by March 31st of any given year. Any request for summer vacation submitted after such date will not be unreasonably withheld and subject to sufficient coverage. Selection of vacation periods shall be on the basis of an employee's seniority.

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

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

22.06 Where an employee's scheduled vacation is interrupted due to serious illness or accident, the illness shall be considered sick leave, provided the employee provides a medical certificate proving serious illness or debilitating injury.

22.07 Vacation Scheduling

- a) Requests for vacation will be made in writing to the Immediate Supervisor at least six (6) weeks prior to the desired vacation period and taken in increments of no less than one (1) week. Requests for summer vacations must be submitted by all staff by March 31st of any given year.
- b) Vacations may be taken at any time of the year provided adequate staffing of the Shelter can be maintained. Vacation may not be taken consecutive to a previous year's vacation.
- c) Vacation must be taken in days off. Employees are allowed to carry over up to one (1) week of unused vacation credits from one (1) calendar year to be used on or before March 31 in the next year. Employees must obtain permission from their immediate supervisor prior to September 1st. Such request will not be unreasonably denied.
- d) Vacation may commence on any day of the week, and may be taken in increments of one (1) day up to a maximum of five (5) days.

Upon giving the Employer thirty (30) days notice, employee's travelling out of the country for vacation purposes will be paid her/his full vacation pay. It is agreed and understood employees are required to provide proof they will be travelling outside of the country.

ARTICLE 23 – SICK LEAVE

- 23.01
- a) Sick leave credits are to be used during periods of absence from work with full pay and benefits, related to illness or injury of an employee not covered by *the Workplace Safety and Insurance Act*.
 - b) Where an employee has been receiving sick leave credits pending receipt of benefits under the *Workplace Safety and Insurance Act*, the employee will be required to repay the employer for all sick leave that has been paid prior to the approval by the *Workplace Safety and Insurance Board*. Such repayment will be made as soon as possible upon receipt of WSIB.
 - c) Where repayment is not made immediately, the employee shall meet with the employer to provide input regarding an appropriate schedule for recovery. The employee may, if he/she chooses to be accompanied by his/her union steward.

- 23.02 Full-time employees will accumulate sick leave credits at the rate of one (1) working day per month of employment. Part-time employees will accumulate sick leave credits at the rate of one (1) working day for every twenty-two (22) shifts worked.
- 23.03 Employees may accumulate sick leave credits from year to year up to a maximum of one hundred (100) days. An employee on return from LTD shall have her/his sick leave credits topped up so that she/he has at least five (5) sick days in the sick bank. Each employee shall receive by February 1st of each year an annual statement of cumulative sick leave credits.
- 23.04 a) An employee who has medical, dental and/or therapy appointments which could not be scheduled during non-working hours shall be entitled to use up to twenty-four (24) hours of accumulated leave per calendar year for this purpose and the time used will be deducted from the employee's sick leave bank.
- b) Medical and dental appointments should be scheduled to occur on the employee's time as much as possible. When this is not possible, advance notice of at least seventy-two (72) hours must be provided to the Employer, except in cases of emergencies.
- c) Employees will be entitled to use a maximum of four (4) days which must be taken as either a full day or a four (4) hour block, to be deducted from their accumulated sick leave credits for the purpose of mental health days. Advance notice must be provided to the Employer.
- 23.05 The Employer may require, after four (4) or more working days, or after two occasions per month for a minimum of two consecutive months, a medical certificate signed by a legally qualified medical practitioner verifying their sick leave is in accordance with Article 23.01. The Employer shall pay the full cost of any medical certificate required of an employee. Should the Employer have reason to believe than an employee is abusing sick leave, a medical certificate may be requested for less than (4) days absence.

ARTICLE 24 - WORKERS' COMPENSATION

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

ARTICLE 25 - JOB CLASSIFICATIONS

25.01 When a new classification is created, or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description and the proposed rate of pay. In the event that the Union disagrees with the proposed rate of pay, the Union may refer the dispute to arbitration within one (1) month of the date the notice was received. In the event a higher rate is established through arbitration, such rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

ARTICLE 26 – WORKPLACE ACCOMODATION

1) Workplace Accomodation

- (a) The Employer and the Union recognize their joint duty to accommodate employee(s) and agree to abide by the Ontario Human Rights Code with respect to accommodation of an employee requiring a workplace accommodation;
- (b) When it has been determined that an employee is unable to return to full duties of their position due to a protected ground in the Ontario Human Rights Code, the Employer will meet with the employee and the Union to discuss the circumstances surrounding the employee's return to suitable work.
 - (i) Consider accommodation requests in good faith;
 - (ii) The Employer will pay the employee for all time spent in return to work meetings; except where the employee is already receiving employment related compensation."
 - (ii) The Employer will only request information that is required to make the accommodation;

Any agreement resulting from these discussions which conflicts with the Collective Agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict;

- (d) Positions established in order to accommodate a employee will not constitute new classifications and shall lapse upon the termination, resignation, or retirement of the employee in question, or if the employee ceases to require accommodation;
- 2) The Employer will provide an updated list of information to the Unit Chair Person with a copy to the Local President on a quarterly basis which will include the following:

- (a) Employees who are currently on a temporary modified work program;
- (b) Employees who require temporary modified work;
- (c) Employees who are currently permanently accommodated in the Workplace;
- (d) Employees who require permanent accommodation in the workplace;
- (e) Employees who have returned to their original duties and conditions;

3) Modified Work/Return to Work

The Employer agrees to provide the Union and the employee with a copy of the Workers' Safety and Insurance Board Form 7 at the same time it is sent to the Board.

4) Return to Work Plan

When it has been determined that an employee is ready to return to work the Employer, the employee and the Union will meet to create and recommend a return to work plan. In creating a return to work plan, the Employer, the employee, and the union will examine the employee's abilities and accommodation needs to determine if the employee can return to their:

- a) Original position and unit;
- b) Original position/unit with modifications to the position and/or work area and/or equipment and/or the work arrangement;
- c) Alternate suitable positions outside the original unit. The parties will agree to a written agreement for temporary accommodations;
- d) When the parties agree to a permanent accommodation, whether or not a job posting is waived, the parties will sign an agreement containing the details of the accommodation. Except in a situation where the employer would incur undue hardship. Unsuccessful, the parties will meet to determine next steps.

ARTICLE 27 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

26.01 The Employer shall provide the Union with at least ninety (90) calendar days written notice of any technological and/or organizational change, which may result in the layoff of bargaining unit employees. Such notice will include information regarding the nature of the change; the dates on which the Employer proposes to effect such change, and the impact of such change on employees.

Following such notice, the Employer will meet with the Union if requested within ten (10) calendar days of the request, to discuss the impact of such change on employees and to allow the Union the opportunity to respond.

- 26.02 In the event the Employer implements any reduction, closure, transfer or sale of programs, services, or supports, whether in whole or in part, and / or any restructuring, merger and / or amalgamation, whether in whole or in part, the Employer will:
- a) Meet with the Union as soon as possible after it is aware of the merger/amalgamation.
 - b) Advise the Union of the effect on the workplace, including programs, number of employees and timelines.

It is clearly understood that there can be no guarantee but the Employer will make its best efforts to ensure that the terms and conditions of employment as set out in this Collective Agreement are protected and that employees are not adversely affected.

ARTICLE 28 - HEALTH AND SAFETY

- 27.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions that are a hazard to the health and safety of employees. The parties agree to comply with the *Occupational Health & Safety Act*.
- 27.02 A Health and Safety Committee shall be established which is composed of two (2) Union and two (2) Employer representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairperson shall alternate in acting as Chairpersons of the meetings. The Health and Safety Committee shall hold meetings at least once every three (3) months. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.
- 27.03 Union representatives on the Committee shall be entitled up to one hour paid preparation time, upon notification to his/her supervisor, prior to each meeting. Time spent in committee meetings or investigations shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.
- 27.04 There shall be one Union representative who will be a certified worker as defined under the *Occupational Health and Safety Act*, who shall be trained at the Employer's expense. When a certified worker is called in to work to perform their duties under the *Occupational Health and Safety Act* and/or the Collective Agreement, they shall be paid at the applicable rate.

ARTICLE 29 – PRESENT CONDITIONS

28.01 The parties agree that vacation credits and sick leave credits, which were accrued prior to date of ratification, will be retained and applied in accordance with the Collective Agreement following the date of ratification.

ARTICLE 30 – COPIES OF THE AGREEMENT

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


ARTICLE 31 – DURATION

30.01 This agreement shall be in effect from the date of ratification and shall remain in effect up to and including November 30, 2025, and shall continue to be in effect from year to year thereafter, unless either party gives notice in writing not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry that it desires amendments.


IN WITNESS WHEREOF, the parties have signed this Agreement

DATED THIS 29TH DAY OF APRIL, 2025 AT THE CITY OF TORONTO, ONTARIO


**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3798-06**


Deka Tahalil (May 16, 2025 13:53 EDT)



Catherine Champion (Apr 30, 2025 10:56 EDT)


Beth Kesselman (Apr 29, 2025 15:46 EDT)

**THE GOVERNING COUNCIL OF THE
SALVATION ARMY ON BEHALF OF NEW
HOPE LESLIEVILLE**


Phil Clarke (May 12, 2025 12:13 EDT)


Karen Dolan (Apr 29, 2025 15:13 EDT)


Josie Delprioro (Apr 30, 2025 13:30 EDT)

SCHEDULE "A"

New Hope Leslieville- Salaries

Position	01-Dec-21 (3%)		01-Dec-22 (3%)		01-Dec-23 (3%)		01-Dec-24 (3%)	
	Probation Rate	Post Probation Rate	Probation Rate	Post Probation Rate	Probation Rate	Post Probation Rate	Probation Rate	Post Probation Rate
Housekeeper	\$16.00	\$16.75	\$16.48	\$17.25	\$17.98	\$18.77	\$18.52	\$19.33
Janitor	\$16.00	\$16.75	\$16.48	\$17.25	\$17.98	\$18.77	\$18.52	\$19.33
Front Line Worker	\$20.25	\$21.19	\$20.86	\$21.83	\$21.49	\$22.48	\$22.13	\$23.16
Case Manager	\$23.18	\$24.24	\$23.88	\$24.97	\$24.60	\$25.72	\$25.33	\$26.49
Housing Worker	\$23.18	\$24.24	\$23.88	\$24.97	\$24.60	\$25.72	\$25.33	\$26.49
Community Follow-up Worker	\$23.18	\$24.24	\$23.88	\$24.97	\$24.60	\$25.72	\$25.33	\$26.49

Retroactivity will be applied to all current members in the Employ of Salvation Army New Hope Leslieville for the retroactive wage period within 60 days of the ratifications of this agreement.

The parties agree that the wage schedule satisfies all the requirements of the Pay Equity Act during the term of this agreement. It is understood and agreed by both parties that these wage increases include and conclude all pay equity obligations of the employer under its Pay Equity Plan with the Union during the terms of this agreement. The Union agrees that it will not support any other pay equity claim or suit with respect to existing pay equity plans.

LETTER OF UNDERSTANDING: Re: Collective Agreement Re-opener

LETTER OF UNDERSTANDING
BETWEEN
THE SALVATION ARMY NEW HOPE LESLIEVILLE
("Employer")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3798.06
("Union")
(Collectively the "Parties")

Collective Agreement Re-opener

The Union may request to meet with the SALVATION ARMY NEW HOPE LESLIEVILLE to reopen the Collective Agreement for the sole purpose of negotiating potential wage increases in the event that:

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


In such a case, should the Union wish to re-open the collective agreement for the purposing of renegotiating the previously agreed to wage increases, it shall provide THE SALVATION ARMY NEW HOPE LESLIEVILLE with notice to that effect prior to the expiry of the Collective Agreement and the Parties

Dated this 29th day of April, 2025.

For the Union


Deka Tahalil (May 16, 2025 13:59 EDT)


Catherine Champion
Catherine Champion (Apr 30, 2025 10:56 EDT)


Beth Kesselman (Apr 29, 2025 15:46 EDT)

For the Employer

Phil Clarke
Phil Clarke (May 12, 2025 12:13 EDT)

Karen Dolan
Karen Dolan (Apr 29, 2025 15:13 EDT)


Josie DePriore (Apr 30, 2025 13:30 EDT)

LETTER OF UNDERSTANDING: Emergency Response Committee

LETTER OF UNDERSTANDING
BETWEEN
THE SALVATION ARMY NEW HOPE LESLIEVILLE
("Employer")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3798.06
("Union")
(Collectively the "Parties")

RE: Emergency Response Committee (ERC)

This Letter of Understanding operates during a period in which both of the following conditions are satisfied:

1. One or more diseases has been designated by regulation to be a "designated infectious disease" for the purposes of section 50.1 of the Employment Standards Act, 2000; and
2. The Government of Ontario has declared a state of emergency pursuant to the Emergency Management and Civil Protection Act which has not been terminated or disallowed that is: a. in relation to the same disease(s) which is the subject of the designation referred to above; or b. is in relation to either the whole province of Ontario or is in relation to that part of the province of Ontario in which the Employer carries on operations.

If this Letter of Understanding has come into operation, it shall immediately cease to operate when any of the above conditions are no longer satisfied.

The Parties agree to:

1. Establish an Emergency Response Committee (ERC) made up of equal representation between Employer and Union. The ERC shall meet no later than seventy-two (72) hours of this Letter of understanding coming into operation and shall continue to meet at a minimum weekly unless the parties agree otherwise. The Infection Prevention and Control Manager and union co-chair of the Joint Health and Safety committee (JHSC) (or their designate) shall sit on the ERC.
2. All relevant information from all sources as outlined under Preamble 1 and 2 of this Letter of Understanding shall be shared among the members of the ERC.
3. The Employer shall ensure that the JHSC or HSR is informed and actively involved during this time. Without limiting the duties under the Occupational Health and Safety Act (OHSA)


4. The Employer agrees that in the event an employee must self isolate or be quarantined, they shall continue to be paid up to 5 days sick time during this time and such time shall not be used in any Attendance Management/Attendance Awareness calculation.
7. The parties agree that this Letter of Understanding is without prejudice or precedent to any other matter(s) between them.
8. The parties agree that any conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding prevails.
9. The parties agree that any dispute on the interpretation or implementation of this Letter of Understanding shall be resolved through the grievance and arbitration procedure outlined in the collective agreement.
10. The parties agree that this Letter of Understanding forms part of the Collective Agreement.

Dated this 29th day of April, 2025.

For the Union


Deka Tahalil (May 16, 2025 13:59 EDT)


Catherine Champion
Catherine Champion (Apr 30, 2025 10:56 EDT)


Beth Kesselman (Apr 29, 2025 15:46 EDT)

For the Employer

Phil Clarke
Phil Clarke (May 12, 2025 12:13 EDT)

Karen Dolan
Karen Dolan (Apr 29, 2025 15:13 EDT)


Josie Delpriore (Apr 30, 2025 13:30 EDT)

LETTER OF UNDERSTANDING: RE: PAY EQUITY


LETTER OF UNDERSTANDING
BETWEEN
THE SALVATION ARMY NEW HOPE LESLIEVILLE
("Employer")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3798.06
("Union")
(Collectively the "Parties")

RE: PAY EQUITY


Within ninety-five (95) business days of ratification of this agreement, the Union and the Employer will meet and review the requirements to be compliant with the Pay Equity Act, begin negotiating the terms of reference for the Pay Equity system, and determine timelines for the process. The Parties will ensure that maintenance occurs for all classifications. Any extension to this timeline shall be by mutual agreement. Both parties may have an advisor present through the process.

Dated this 29th day of April, 2025

For the Union


Catherine Champion (Apr 16, 2025 11:59 EDT)



Catherine Champion (Apr 30, 2025 10:56 EDT)


Beth Kesselman (Apr 29, 2025 15:46 EDT)

For the Employer


Phil Clarke (Apr 17, 2025 10:13 EDT)


Karen Dolan (Apr 29, 2025 15:13 EDT)


Josie Delpriore (Apr 30, 2025 13:30 EDT)

LETTER OF UNDERSTANDING RE: TEMPORARY HOTEL SITE

LETTER OF UNDERSTANDING
BETWEEN
THE SALVATION ARMY NEW HOPE LESLIEVILLE

("Employer")

AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3798.06

("Union")

(Collectively the "Parties")

Re: Temporary Hotel Site


The workers at the Temporary Hotel Site currently located at 66 Norfinch Drive, Toronto, ON M3N 1X1 are considered to fall under the scope of the collective agreement.

Dated this 29th day of April, 2025.

For the Union


Deka Tahalil (May 16, 2025 13:59 EDT)



Catherine Champion (Apr 30, 2025 10:56 EDT)


Beth Kesselman (Apr 29, 2025 15:46 EDT)

For the Employer


Phil Clarke (May 12, 2025 12:13 EDT)


Karen Dolan (Apr 29, 2025 15:13 EDT)


Josie Delpriore (Apr 30, 2025 13:30 EDT)
