

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BETHESDA HOUSE**



**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4724**

OCTOBER 1, 2024 to SEPTEMBER 30, 2027

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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 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 children in crisis generally.**
- 1.03 **Bethesda House offers a place of safety, support and empowerment for abused women and their children. While working together to achieve the shared goal of ending the cycle of abuse and violence in the community the Agency and its Employees are committed to upholding the highest standard of values, professionalism and integrity of service.**
- 1.04 It is the responsibility of the bargaining unit **Employees and Managers to be familiar with the provisions of this Agreement and their rights and obligations under it. The Employer and the Union will work together towards ensuring the bargaining unit Employees obtain this familiarity and understanding and abide by the agreement.**

## **ARTICLE 2 – SCOPE**

- 2.01 The Employer recognizes the **Canadian Union of Public Employees and its Local 4724 as the sole and exclusive collective bargaining agent for all Employees of Bethesda House in the Town of Bowmanville, save and except the Executive Director, Program Manager, persons above the rank of Manager and the Administrative Assistant.**
- 2.02 **This Agreement does not cover volunteers, snow removers, independent outside contractors, unpaid students or students remunerated by educational institutions or student employment programs.**
- 2.03 **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, hours are reduced or a permanent Bargaining unit job is not posted and filled. 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.**

Volunteers shall not perform the professional job responsibilities of a bargaining unit Employee unless the duties are within their area of expertise.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 A full-time Employee is one who is regularly scheduled 30 hours per week or more.
- 3.02 A part-time Employee is one who is regularly scheduled for less than 30 hours per week, as averaged over a representative twelve (12) week period.
- 3.03 A relief Employee is an Employee who has agreed to be available for call-in shifts, with no regularly scheduled hours. Relief Employees are covered by the terms of this Collective Agreement with the exception of Article 24.07 (Jury Duty and Witness Leave), Article 27 (Benefits) and Article 26 (Sick Leave) as amended throughout this Collective Agreement.
- 3.04 An Employee in a full-time or part-time position who wishes to transfer to a relief position must express this in writing including a statement that their availability will match or exceed the requirements in the LOU regarding relief availability. Requests for transfer shall not be unreasonably denied.
- 3.05 Full-time Employees transferring to a relief position will be paid out any remaining full-time vacation credits. If the Employee has used vacation credits not yet earned by the time of the transfer, they will be required to repay the Employer for those hours. Full-time Employees transferring to a relief position will not carry forward accumulated sick leave. If the Employee has used sick leave credits not yet earned by the time of the transfer, they will be required to repay the Employer for those hours. Full-time Employees transferring to a relief position will not carry forward accumulated discretionary hours.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that all management rights are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive right of the Employer, except as specifically modified by the terms of this Agreement to:
  - (a) establish reasonable rules and regulations which will not be inconsistent with the terms of this Agreement;

- (b) determine qualifications, hire, transfer, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline Employees for just cause
  - (c) supervise and direct the operations of the Agency and its work force,
  - (d) determine the location of operations, the schedules of operations, the number of staff, number of shifts, and determine financial policies, including general accounting practices.
  - (e) 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.
- 4.03 There shall be no written or verbal agreements with any Employees that are contrary to this Collective Agreement, without consultation and agreement from the Local.

## **ARTICLE 5 - HUMAN RIGHTS**

### **5.01 No Discrimination**

The Agency and the Union agree there shall be no discrimination exercised or practiced by either of them by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, same sex partnership status, family status, disability, receipt of public assistance, record of offences, political and religious affiliation in accordance with the Ontario Human Rights Code (OHRC).

### **5.02 No Harassment**

Every Employee has the right to freedom from harassment in the matter of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, same sex partnership status, family status, disability, receipt of public assistance, record of offences, political and religious affiliation in accordance with the Ontario Human Rights Code (OHRC).

Complaints of harassment shall be dealt with in accordance with the Grievance Procedure and will be investigated promptly. If the Employee's complaint concerns harassment by a Supervisor, the Complaint Stage is to be skipped with the Employee moving directly to Step 2 Grievance, submitting such grievance directly to the Executive Director. The grievance meeting(s) will then involve the Executive Director and a Supervisor other than the one named in the grievance.

Harassment is defined as engaging in the course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 5.03 There shall be no discrimination or harassment practiced or permitted by reason of an Employee's membership or activity in the Union.
- 5.04 Nothing in this Article precludes the Employer from exercising its exemption under the OHRC to limit its Employees to women.

## **ARTICLE 6 - UNION SECURITY & MEMBERSHIP**

### **6.01 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.

### **6.02 Deductions**

Deductions shall be made from each payroll of each month and shall be forwarded to the National Secretary-Treasurer of the Union, accompanied by a list of the names of Employees from whose wages the deductions have been made.

### **6.03 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.

- 6.04 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.

### **6.05 Representation of Canadian Union of Public Employees**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. If a representative of CUPE will be attending a meeting with the Employer, the Union shall advise the Employer in advance.

- 6.06 The Union shall notify the Employer in writing of the names of the incumbents to all Union positions annually and any changes as they occur.

## **ARTICLE 7 - ORIENTATION OPPORTUNITY**

7.01 The Employer shall notify the Union of all new Employees within five (5) working days of the Employee's start date. Notification to the Union Vice- President of the hiring for the purpose of Union orientation is deemed to meet this Article.

7.02 New Employees shall be given orientation training during their first thirty (30) days on staff. The orientation training shall include a copy of the job description, familiarization with the goals of the Employer, the workplace, the clients, the staff and programs, emergency procedures and any specialized information necessary for performance of the job. The orientation for shelter workers will consist of a minimum of four (4) shifts, including one (1) orientation with management and three (3) shadow shifts (one each of day, evening and overnights). The shadow shifts shall occur prior to being offered scheduled shifts and are in addition to current staff compliment. Employees returning from a three (3) month or longer leave of absence will be required to complete a full day shift paid re-orientation within the first seven (7) days of leave return date. Employees on leave are required to contact the Employer at least 15 days prior to the planned end-of-leave date to confirm details regarding their return.

Note: New non-shelter Employees who have the qualifications and the desire to be available to work additional shifts in the shelter shall be provided the necessary orientation.

7.03 Union orientation with new Employees

- (a) An Officer of the Union shall be given an opportunity to meet each new Employee within regular working hours, without loss of pay, to a maximum of one half(½) hour, during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of Union Membership and their responsibilities and obligations to the Employer and the Union.
- (b) The officer of the Union meeting the new Employee within working hours shall notify their Manager in advance of the planned date and time of the meeting. The officer of the Union shall notify the Manager once the orientation has been completed.
- (c) If a number of new staff are receiving orientation together, the Manager shall notify the officer of the Union of the date and time so that the officer of the Union can also meet with the new Employees together rather than individually.

## **ARTICLE 8 - NO STRIKES, NO LOCKOUTS**

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

## **ARTICLE 9 -ATTENDING MEETINGS OUTSIDE WORKING HOURS**

- 9.01 Employees off shift who are required to attend staff meetings/training and meetings will be compensated for time in attendance at the meeting with a minimum of two (2) hours straight time.
- 9.02 If a meeting is cancelled with less than 24 hours' notice and an employee receives no notification of the cancellation such that they attend at the previously scheduled meeting from being off site, they shall receive two (2) hour's pay.

## **ARTICLE 10 - UNION BARGAINING COMMITTEE**

- 10.01 The Employer agrees to recognize the negotiating committee comprised of three (3) representatives to be elected or appointed from amongst the Employees in the bargaining unit for the purpose of negotiating the renewal of this Agreement and three (3) representatives of the Employer. The three (3) representatives shall each receive no loss of pay for up to three (3) full days of negotiations with the Employer. In respect of the no loss of pay language above, an Employee scheduled for a day, evening, overlap or overnight shift on the scheduled day of bargaining may miss that shift with no loss of pay.

## **ARTICLE 11 - LABOUR/MANAGEMENT COMMITTEE**

- 11.01 There will be a Labour/Management Committee comprised of two (2) representatives of Management and two (2) representatives from the Bargaining Unit, the CUPE Representative may join as one of the two (2) bargaining unit representatives. The purpose of the Labour/Management Committee is to discuss and problem solve issues of mutual concern or interest not relating to Grievances or changes to the Collective Agreement. Meetings shall occur every six (6) months and shall be scheduled the prior calendar year. If neither party has an agenda item documented in the Labour management binder one (1) week prior to the pre-scheduled date of the meeting it shall be cancelled.

11.02 A Union and a Management Representative shall alternate in presiding over meetings. Committee members shall be paid for time spent in attendance at Committee meetings.

11.03 New Procedures and Procedure Changes

New procedures and procedure changes discussed at a Labour/Management meeting will not be deemed approved unless and until the Employer notifies the Employees of the change in writing.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards. The steward shall assist any Employee whom the steward represents, in preparing and presenting their grievance in accordance with the grievance procedure, without loss of pay, subject to the time spent being reasonable.

12.02 Stewards

The Employer shall recognize as Union Steward two (2) Employees, provided such Employees have completed at least thirty (30) shifts worked. 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.

12.03 Permission to Leave Work

The Union recognizes that the Union Steward is employed by the Employer and that they will not cease their work during working hours except to perform their duties under this Agreement. Therefore, no Union Steward or any other Employee shall conduct union business on work time without permission from the Employer, whose permission shall not be unreasonably denied.

12.04 Definition of Grievance

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

- 12.05 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.
- 12.06 At each step of the Grievance and Arbitration procedure as defined below, the Grievor shall have the right to be present.
- 12.07 Meetings involving grievances or complaints shall be at times agreed to between the Union and the Employer.
- 12.08 Settling of Grievance

**Step 1 - Complaint Stage**

An earnest effort will be made to settle grievances fairly and promptly in the following manner. Before a complaint is reduced to a written grievance, the Employee will be required to discuss it with their immediate Supervisor within ten (10) days after the circumstances have occurred, or the date the Employee ought reasonably to have become aware of such circumstances. The Employee may shall request the assistance of their steward. An Employee may choose to email the complaint to their immediate Manager, in which case the discussion can occur over the phone or in person (at the Employee's option). In the latter event, the Manager shall schedule the discussion within seven (7) days of receiving the email. The Manager's response shall be in writing with three (3) days from the date of the meeting to discuss the complaint. Failing settlement of the matter, the following procedure shall apply.

**Step 2 - Grievance Stage**

No grievance shall be considered unless it is submitted in writing to the Executive Director, or their designate in person within twenty (20) days of the Grievor becoming aware of or ought to have become aware of the incident to the Executive Director, or their designate. It is agreed should the Executive Director or Designate be unavailable to accept receipt of the grievance it can be submitted to the General Manager's office Human Resources/Finance Manager, and a follow-up email to all Managers shall be sent indicating the grievance has been submitted. The written Grievance shall be signed by the Grievor and 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 make themselves available for a meeting with a CUPE Representative, a Union Steward and Grievor (if they wish to attend) within seven (7) days following receipt of the grievance. The Executive Director, or their designate, shall have a decision delivered in writing to the Grievor and Steward within five (5) days of such meeting.

### Step 3 - Arbitration Stage

Failing settlement under the above procedure, the Grievance must be submitted to arbitration as hereinafter provided within thirty (30) days after the decision in Step 2 has been given.

#### 12.09 Time Limits

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 written consent of the parties.

## ARTICLE 13 -ARBITRATION

- 13.01 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 arbitral, 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.
- 13.02 When either party requests that a grievance be submitted to arbitration, it shall be before a single Arbitrator. If the parties fail to agree upon an Arbitrator, the Arbitrator shall be appointed by the Office of Arbitration of the Ministry of Labour for the Province of Ontario.
- 13.03 Each of the parties shall pay one-half(½) of the fees and expenses, if any, of the Arbitrator.
- 13.04 No person may act as an Arbitrator who has been directly involved in attempts to negotiate or settle a grievance, unless agreed upon by the parties.
- 13.05 The decision of the Arbitrator shall be final and binding to both parties of this Agreement.
- 13.06 The foregoing arbitration procedure shall not preclude either party to the Agreement from exercising its rights under the Ontario Labour Relations Act to request a single Arbitrator.
- 13.07 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.

- 13.08 The time limits may be extended by mutual consent of the parties.
- 13.09 The provisions of the Ontario Labour Relations Act, as amended from time to time, may be used in settling a grievance.
- 13.10 The Union and the Employer can mutually agree to refer a grievance to a Board of Arbitration instead of a single Arbitrator. If so, the following procedure will apply:
- (a) The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairperson chosen by the two members of the Board.
  - (b) Each of the parties to this Agreement will bear the expenses of the nominee appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.

#### **ARTICLE 14 - POLICY AND GROUP GRIEVANCES**

##### **14.01 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 2 subject to the time limits set out in Article 12.

##### **14.02 Group Grievance**

A Group Grievance is defined as a grievance where two or more Employees in one 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 the Grievance. The Group Grievance shall be presented directly at Step 2.

#### **ARTICLE 15 - DISCHARGE/DISCIPLINE**

- 15.01 The Employer shall not discipline or discharge a.11 Employee except for just cause. All discipline and discharge issued to Employees shall be in writing with one (1) copy provided to the individual concerned, and one (1) copy supplied to the Union.
- 15.02 Upon request, an Employee is entitled to be accompanied by a Union Steward when interviewed in the course of a disciplinary investigation or attending a meeting which the Employee believes is disciplinary in nature (however, if they are specifically informed it is non-disciplinary they are not entitled to be

accompanied by a Union Steward). If there is more than (1) Employer representative attending the meeting the Employee may request a steward. The Employer will establish the time and place of such meeting allowing sufficient time for the Employee to secure Union representation.

- 15.03 At the time discipline is imposed, an Employee is entitled to be represented by their Union steward. Where a Steward is not immediately available, the Employer will give the Employee up to 48 hours to enable the steward to attend. Should an Employee choose not to have union representation, the Employer will have this confirmed at beginning of the meeting in writing by the Employee. A copy will be forwarded to the Union upon the conclusion of the meeting.
- 15.04 An Employee who claims they have been unjustly discharged from their employment may file a grievance in writing with the Executive Director or their designate at any time within seven (7) days after the Employee receives written notification of their discharge. The grievance will be dealt with at Step 2 of the grievance procedure.
- 15.05 Any discipline on the Employee's record will be removed and not be referred to if there is no further related discipline in the 24 months following the original discipline. Any supervision memo or other coaching or counselling document given to the Employee shall be deemed non-disciplinary.

## **ARTICLE 16 - SENIORITY**

### **16.01 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) After completion of the probationary period, seniority shall be effective from the most recent date of employment.

### **16.02 Part-Time/Relief-Staff Employees**

Seniority for part-time/relief staff Employees is defined as hours of work and shall include hours worked with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.

16.03 Where an Employee changes status from part-time to full-time or vice versa their seniority is transferable, with 1950 hours equivalent to one year of seniority

16.04 The Employer shall maintain a seniority list for full-time and part-time/relief staff, most senior to least senior, showing the current classification and the date upon

which each Employee's service commenced. Part-time/relief Employees seniority shall be indicated in total hours worked. An up to date seniority list shall be sent to the Union and posted on NetFolder by the 15th of the month in January, April, July and October of each year. Statutory holiday "hours" are used to calculate statutory pay only and do not get included in seniority calculation for part-time and relief staff.

At the same time that up-to-date seniority lists are posted all Employees will be provided with an update by email as to their current seniority hours, accumulated vacation, sick time and lieu time.

- 16.05 If an Employee does not challenge the Employee's seniority standing as indicated on the seniority list within twenty (20) days from the date the seniority list is posted, then the Employee shall be deemed to have the proper seniority standing.
- 16.06 An Employee on Pregnancy/Parental leave or Workers' Compensation shall continue to accumulate seniority in accordance with the Employment Standards Act as amended from time to time.
- 16.07 Seniority

Employees shall accumulate seniority under any of the following conditions:

- (a) While in receipt of pay from the Employer;
- (b) During the first thirty (30) days of any leave;
- (c) While on Pregnancy and/or Parental leave;
- (d) During the first twenty-four (24) months when they are prevented from performing their work for the Employer by reason of illness or injury
- (e) During the first twenty-four (24) months of any absence due to layoff.

Part-time Employees who are absent pursuant to this Article will be awarded seniority hours based on hours worked in the twelve (12) months prior to the leave. If the Employee has worked fewer than twelve (12) months, seniority will be calculated based on the hours worked in the period of employment prior to the leave.

Example: Employee absent due to illness for six (6) months.

If they worked 1000 hours in the 12 months prior to the leave, they would receive 500 hours of seniority.

If they only had three months service prior to the leave and worked 250 hours during that 3 months they would receive 500 hours of seniority.

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

- (a) Resigns or retires;
- (b) Is discharged for just cause and is not reinstated pursuant to the grievance or arbitration procedure as provided in this Agreement;
- (c) Is absent from work "without a reasonable excuse" for more than three (3) consecutive days for which they are scheduled to work;
- (d) Is absent from work for more than twenty-four (24) months by reason of layoff; or
- (e) Fails to respond to their recall in accordance with 17.12.
- (f) Fails to report for work within ten (10) days of notifying the Employer of acceptance of recall or fails to report to work within three (3) days following a leave of absence in accordance with the provisions of this Agreement.

16.09 Transfer to a Position Outside of the Bargaining Unit

An Employee shall not be transferred to a position outside the Bargaining Unit without their consent. Employees who have accumulated seniority in the bargaining unit shall retain but not accumulate seniority when working in a non-bargaining unit position.

If an Employee retains a position outside the bargaining unit for more than one (1) year they shall lose all rights to return to the bargaining unit as an internal Employee. If they return as an external candidate for a bargaining unit position their past seniority will be recognized.

Notwithstanding the above, where the absence from the bargaining unit is for a specific period not to exceed six (6) months, seniority will continue to be accumulated and the Employee's position in the bargaining unit will be filled on a temporary basis as necessary to allow the Employee to return to the position within the time limits above.

16.10 The Union shall be notified of all hirings, promotions, transfers, cessations of employment within five (5) working days.

## **ARTICLE 17 - LAY-OFF AND RECALL**

17.01 Notice Period

In the event of a proposed layoff of a permanent nature or the elimination of a full or part-time bargaining unit position, the Employer will provide at least three (3)

months advance notice to the Union unless unable to do so due to unanticipated circumstances. Following such notice, the Employer will hold discussions with the Union through the Labour/Management Committee within five (5) working days to discuss alternatives and afford the Union a reasonable opportunity to consider them and make representations to the Employer.

Notwithstanding receipt of the notice above, the Union shall ensure that it does not notify the affected Employee(s) prior to the Employer doing so. The parties acknowledge it is the Employer's right and responsibility to advise Employee of a layoff.

#### 17.02 Order of Layoffs

If a layoff in workforce is necessary, probationary Employees in the affected classifications shall be laid off first. In this Article, part-time and full-time positions with the same title are considered different classifications.

If a further layoff is necessary, Employees with the least seniority in the affected classifications shall be laid off next.

- 17.03 Subject to Article 17.05, when a full-time Employee is laid off in a classification, they may displace an Employee with the least seniority in any full-time or part-time classification that the Employee being laid off is qualified for.
- 17.04 Subject to Article 17.05, when a part-time Employee is laid off in a classification, they may displace an Employee with the least seniority in any part-time classification that the Employee being laid off is qualified for. If there are no such part-time Employees, they may displace a relief Employee.
- 17.05 It is understood that no Employee may displace another Employee who is in a higher rated wage classification.
- 17.06 No full-time Employee shall be laid off by reason of their duties being assigned to two (2) or more part-time/relief Employee.
- 17.07 For part-time Employees, a reduction of fewer than eight (8) hours per week will not be considered a layoff.
- 17.08 It is understood that in the event of a layoff, an Employee who displaces another Employee due to the application of the foregoing Articles must be willing to do the work, and be capable of successfully performing the work of the new job classification within an orientation period of twenty (20) days worked.
- 17.09 In respect of notice of layoff and severance pay, the Employer agrees to comply with the terms of the Employment Standards Act.

#### 17.10 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.

17.11 The Employer shall recall laid off Employees by seniority. Recall shall be made by Registered Mail to the Employee's last address on record with the Employer. It shall be the Employee's responsibility to supply the Employer with their correct and current address and any changes that occur. The Employer's obligation to recall under this clause shall be fulfilled if:

- (a) The Employee refuses recall;
- (b) The Employee fails to respond to their recall within ten (10) calendar days from the date of mailing of the recall letter; or
- (c) The Employee's recall letter is returned because they failed to file a correct address with the Employer.

#### 17.12 Recall before new hiring

New Employees shall not be hired until laid off Employees who have the minimum skills, ability and qualifications in the classification have been given an opportunity of recall.

17.13 Grievances concerning Article 17 (Layoff and Recall) shall be initiated at Step 1 of the Grievance Procedure.

### **ARTICLE 18 - HOURS OF WORK**

#### 18.01 Hours of Work

- (a) Employees are required to work a variety of shifts and flexible hours. Full-time Employees will not typically work more than eighty (80) hours or less than seventy-five in any two (2) week pay period. Part-time Employees shall work a set rotation, the hours of the set rotation shall be scheduled on an equitable basis. All Shelter Workers are entitled to a half (½) hour paid lunch during each shift of more than four (4) hours in length. All Employees are entitled to two (2) paid fifteen (15) minute rest periods, one in each half of any shift over the length of six (6) hours. The Parties agreed that the intention is that lunch for Shelter Workers should be an uninterrupted period and can be taken in a place where interruptions are not likely to occur. Should interruptions occur the Employee is entitled to extend their lunch to make up for the remaining amount of time when there is downtime throughout the shift. Shelter Workers may not leave the shelter during lunch breaks or rest periods without coverage agreed to and

approved by the Executive Director or Manager or On Call Manager. Such approval will not be unreasonably withheld.

- (b) Shelter workers may not leave the shelter unstaffed in the event that the incoming staff scheduled to relieve them of their duties is unable to make it in. No Employee shall be forced to work a double shift.
- (c) Where a staff is unable to make it in for their full shift, it is expected that they will provide as much notice as possible.
- (d) When the Shelter has 18 residents or more all vacant shifts shall be filled if possible depending upon the availability of Bethesda House staff.

18.02 In filling vacant shifts the Employer will (in order of seniority) first offer shifts to part-time Employees, as long as working that shift will not take the part-time Employee's hours into overtime. Next, shifts will be offered to full-time Employees in order of seniority as long as such an offer will not result in overtime pay. Next, shifts shall be offered to relief Employees in order of seniority up to 88 hours per pay period. Next, shifts may be offered in order of seniority to part-time or full-time employees where it would result in overtime owing, followed by offering shifts to relief employees where it would result in overtime owing.

It is understood that the provisions of shifts for part-time Employees pursuant to this article shall not be counted in determining whether a part-time Employee exceeds the part-time/full-time hour threshold.

All calls shall be documented on a Coverage Call Sheet indicating Employee's name, shift available call date & time and response of Employee. A new Coverage Call Sheet shall commence with each pay period. All Completed Coverage Call Sheets or a copy and binder with availability shall be available onsite and available for Staff for six (6) months and may be shredded after that.

18.03 The Employer reserves the right to not fill a vacant shift or vacant position of less than one (1) month duration. If the Employer decides to fill a vacant shift Employees shall be called in order of seniority in accordance with 18.02 above. If the vacancy is within a twenty-four (24) hour period, the first Employee to respond to their message shall be given the shift. If the vacancy is over the twenty-four (24) hour period but less than a forty-eight (48) hour period an Employee shall be given four (4) hours to respond to their message, after the four (4) hour response time the shift shall be awarded to the most senior Employee willing to accept the shift. If the vacancy is over the forty-eight (48) hour period an Employee shall be given ten (10) hours to respond to their message, after the ten (10) hour response time the shift shall be awarded to the most senior Employee willing to accept the shift.

- 18.04 Full-time Employees shall have two (2) consecutive days off per week unless otherwise mutually agreed. Full-time Employees may be scheduled to work a maximum of every other weekend.
- 18.05 Part-time Employees shall be permitted to schedule a weekend off from time to time, upon giving notice prior to the posting of the schedule or upon approval of the Employer.
- 18.06 Employees may exchange shifts from time to time upon prior notification, and approval of the on-call Manager or the Employee's direct Manager. Such approval will not be unreasonably withheld. Once a shift is approved it shall be considered the scheduled shift and will not be the Employee's responsibility to fill the shift should the need arise.
- 18.07 Where a part-time/relief Employee reports to work, having been asked and agreed to work the shift and the work is not available, they will be paid three (3) hours pay at their regular hourly rate of pay. If an Employee is called in for a shift, they will be paid a minimum of three (3) hours at their regular hourly rate. The exceptions to this are a) "creative coverage" situations where an Employee agrees to work less than three (3) hours (for example, see LOU re: Article 18.01(b); and
- b) staff meetings/training (per Article 9).
- 18.08 There shall be a shift premium of two dollars (\$2.00) per hour for all hours worked on the overnight shift (including extra hours worked during the overnight shift).

## **ARTICLE 19 – OVERTIME**

### **19.01 Overtime**

- (a) Overtime shall be defined as time spent on Employer's business in excess of eighty-eight (88) hours averaged over each two (2) week pay period.
- (b) All Overtime must be approved in advance by the On-Call Manager or the Employee's direct Manager, except in cases of emergency.
- (c) Overtime shall be compensated at a rate of one and one-half times (1 ½) the Employee's regular straight time hourly rate. Overtime premium shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- 19.02 An Employee shall have the option of taking any approved hours worked in excess of regularly scheduled daily hours in pay or in lieu time. At no time shall a

Shelter Worker's lieu bank exceed fifty (50) hours. Shelter workers lieu time must be taken in full shift increments unless otherwise mutually agreed.

Requests for less than one (1) day increments can be made but refusals of such requests shall not be subject of a grievance. All Lieu time may be carried forward from year to year. It is understood that approval of excess hours may be conditional upon whether the Employee wishes to take either as pay or lieu.

Employees must request and receive Employer approval prior to taking lieu time off.

19.03 If an Employee leaves their employment for any reason, such Employee shall be entitled to a payout of any accumulated lieu time.

## **ARTICLE 20 - WORK SCHEDULE**

### **20.01 Management Responsibility for the Schedule**

Management shall be responsible for the creation of the work schedule in accordance with Article 18. By the last day of February, annually, schedules for the next fiscal year (April 1 to March 31) will be posted based on the current rotation. These schedules will be located in the designated file location accessible to all Employees and will be updated as specific changes to each schedule occur, and as revisions are made to the rotations or overall schedule format.

Replacement coverage for any new time off requested by an Employee must be arranged by that Employee and submitted to management for approval.

All scheduled hours shall not be changed without mutual consent of the Employer and Employee.

### **20.02 Filling vacant shifts on the schedule**

The Program Manager will ensure coverage (do calling process) for all approved vacation time off submitted by the March 31 annual deadline, and all approved time off that has been requested giving 14 days' notice. In these occurrences, the Employer will follow Article 18.02 in filling the shifts.

If requested by the Employer, Employees are responsible for doing the call around process for schedule vacancies created by requests for time off resulting from an Employee giving less than 14 days' notice. The Individual filling the shift (Employee or Employer as appropriate) will follow Article 18.02 in filling the shifts (and the LOU re: 18.01 (b) as applicable). The Program Manager will assist with filling vacancies that arise on an emergency basis if necessary.

## **ARTICLE 21 - JOB POSTING**

### **21.01 Job Postings**

All vacancies in the bargaining unit shall be posted both internally on the Union's bulletin board and externally within fifteen (15) days of the Employer deciding to fill the vacancy. A copy shall also be distributed by email to all Employees including those on a paid or unpaid leave. Internal candidates must apply within five (5) days of the posting. In the event there is a qualified internal candidate, the position shall be filled within twenty (20) days from the close of the posting, barring extraordinary circumstances or the successful candidate not accepting the position.

Job posting shall include the name of the position, minimum qualifications, regular hours of work and any other appropriate information.

The Employer is not required to post temporary vacancies of one (1) month duration or shorter. Should the Employer choose to fill the vacancy/shifts in the Shelter it shall be offered in accordance with Article 18.02.

Nothing herein shall prevent the Employer from temporarily filling the vacant position during the posting and candidates selection period at its discretion.

If no internal candidates apply for the posting within five days or have the skill, ability, or qualifications (as determined through the interview process) for the position the Employer may hire externally.

### **21.02 Responding to a posting**

Employees shall submit notice of their intention to be considered for the posted vacancy.

### **21.03 Selection among two or more Employees shall be determined on the basis of**

- (a) skill, ability and qualification;**
- (b) seniority**

In the event that factors in (a) are relatively equal, factor (b) will be determinative.

All internal candidates will be entitled to an interview. If no internal candidates apply for or are qualified for the position, the Employer may hire an external candidate.

### **21.04 External posting**

Jobs will typically be posted externally at the end of the ten (10) day internal posting period. Nothing herein shall prevent the Employer from temporarily filling

the vacant position during the posting and candidates selection period at its discretion. •

If no internal candidates apply for or have the skills, ability qualifications (as determined through the interview process) for the position the Employer may hire externally.

#### 21.05 Trial Period

An Employee who is successful in any job selection, shall be placed on a trial period of forty (40) days worked or four (4) months whichever comes first. During the trial period the Employee may request to be returned to their former position, or the Employer may return the Employee to their former position if their performance is unsatisfactory in the opinion of the Employer and such decision will not be exercised arbitrarily discriminatorily or in bad faith. Any other Employee affected by this action will similarly be moved back to their original position.

If the successful candidate returns to their former position during the trial period the position will be reposted.

During the trial period, the Employer agrees to advise the Employee mid-way through the trial period of concerns regarding work performance and/or, at the manager's discretion, more often. The Manager shall meet with the Employee to discuss what is required so the Employee has a reasonable opportunity to improve prior to the end of the trial period.

### ARTICLE 22 – VACATIONS

- 22.01 (a) All full-time Employees shall be granted a number of vacation days with pay each calendar year on the following basis:
- i) Full-time Employees with less than one (1) years of employment= two (2) weeks/year on a prorated basis.
  - ii) 1 - 4 years - three (3) weeks
  - iii) 5 - 9 years - four (4) weeks
  - iv) 10 - 14 years - five (5) weeks
  - v) 15 or more years - six (6) weeks
- (b) Part-time/Relief Employees with less than 2500 hours of work will be entitled to pay in lieu of vacation at four (4) percent of earnings. Part-time/Relief Employees with more than 2500 hours work to 5000 hours of work will be entitled to pay in lieu of vacation at five (5) percent of

earnings. Part-time/Relief Employees with more than 5000 hours of work to 7500 hours of work will be entitled to pay in lieu of vacation at six (6) percent of earnings. Part-time/Relief Employees with more than 7500 hours will be entitled to pay in lieu of vacation at eight (8) percent of earnings. Part-time/Relief Employees with more than 10,000 hours will be entitled to pay in lieu of vacation at ten (10) percent of earnings. Vacation pay shall be paid out on each pay.

NB: This change is not effective until June 1, 2022.

- 22.02 The vacation entitlement is based on an Employee's anniversary date. No Employee will be granted vacation leave with pay until their completion of their probationary period. In any year when an Employee would receive a vacation increase due to reaching a new service threshold on their anniversary date that year, the vacation days shall be provided on January 1 but pro-rated based on the number of months worked at the former and the new level of entitlement
- 22.03 If an Employee leaves the Employer for any reason and they have not taken their vacation credits they shall be paid any remaining vacation credits. If an Employee leaves the Employer for any reason, they will be required to repay the Employer any vacation credits used but not yet earned.
- 22.04 FT Vacation requests
- FT staff shall submit vacation request by March 31 for that year. Where two or more individuals who submit by the deadline request the same vacation period and this cannot be accommodated, the requests will be approved according to seniority. If a request is submitted after March 31st, it shall be granted on a first requested basis. An approved vacation schedule shall be posted by the Employer by April 15. Late submission of vacation requests will be considered and approved with requests that were submitted by the deadline getting top priority when two Employees cannot be off at the same time. Late submission requests shall be responded to in writing within five (5) days of the receipt of its submission. Approved vacation schedules shall not be changed except by mutual consent or in cases of emergency. Approval shall not be unreasonably denied.
- 22.05 An Employee's completed years of service as of the commencement of the Employee's anniversary date will be used to determine that Employee's vacation entitlement.
- 22.06 It is agreed that forty (40) hours or less of vacation may be carried over from one calendar year to March 31st of the following year. Any vacation time above that or not utilized by March 31st of the following year shall be paid out to Employees.
- 22.07 Should an Employee be on sick leave or under Workplace Safety and Insurance Board benefits prior to a scheduled vacation period and the illness extends into the vacation period, the Employee shall be considered to be on sick leave until

recovered, and the vacation rescheduled. If an Employee becomes ill during a vacation period, the Employee may use paid sick days instead, up to the number of allocated sick days they have available to claim. Unused vacation days will return to the Employee's allocation of available vacation days.

## **ARTICLE 23 HOLIDAYS**

23.01 All Employees who have worked their scheduled regular day of work preceding the holiday and their scheduled regular day of work following the holiday shall be entitled to receive public holiday pay consistent with the provision of the Ontario Employment Standards Act for the following holidays, if not worked subject to the exceptions below:

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

23.02 An Employee who is required to work on any of the aforementioned holidays will receive pay at the rate of time and one-half (1 ½) of the Employee's regular rate of pay, in addition to their entitlement set out in Article 23.01 above.

23.03 Employees who are on layoff/strike/lockout or absent because of a leave, accident or injury are not entitled to any pay for a holiday that may occur during such absence unless otherwise entitled to holiday pay under the Ontario Employment Standards Act.

23.04 In addition to holiday pay all full-time Employees are entitled to twenty-five and a half (25 ½) discretionary hours off each year with pay, to be taken at a time mutually agreed upon between the full-time Employee and their immediate supervisor. These hours cannot be carried forward from one calendar year to the next. Discretionary hours can be taken in ½ hour, hour, ½ day or day increments, but refusal of a request for less than (½) day may not be the subject of a grievance. If an Employee leaves the Employer for any reason, the Employer will deduct the cost of discretionary hours used but not yet earned from the Employee's last pay. If there is no pay to be paid out subsequent to the Employee leaving, the Employer will send an invoice to the Employee for reimbursement of the time taken off, not yet earned.

23.05 When a statutory holiday falls on a Saturday or Sunday the Agency will observe the holiday on either Friday or Monday, in keeping with general practice in the community.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **24.01 Unpaid Leave of Absence**

- (a) The Employer may grant a leave of absence without pay if an Employee requests it in writing from the Executive Director, and if the leave is for a good reason and does not unreasonably interfere with the efficient operation of the Employer. Such leaves shall not be unreasonably denied. Such leave shall be for stated periods and shall not exceed twelve (12) months, unless both the Union and the Employer mutually agree otherwise.
- (b) Application for a leave of absence shall be submitted in writing as soon as possible before the leave is required, but not less than one month in advance of the requested start date except in emergency circumstances. The application must specify clearly the reason for the leave. If approved, the Employee will receive notification of approval in writing.
- (c) Subject to any requirements under the Ontario Human Rights Code or Ontario Employment Standards Act, there is no vacation accrual for the period an employee is off on an unpaid leave of absence greater than thirty (days). Their entitlement to vacation upon their return is a pro-rated portion for the year minus time already taken. It is agreed that the employee upon return from leave may carry over any unused vacation time until June 30 of the calendar year following the end of the leave.

### **24.02 Bereavement Leave**

Bereavement will be granted by the Employer to all Employees covered by this Collective Agreement on the following basis:

- (a) In the event of the death of an Employee's partner, child, parent (including an individual who fulfills the role of parent), sibling, stepchild, grandchild, step grandchild, ward of Employee, person living in the same household with whom the Employee has a familial relationship;

The Employer, at the request of an Employee, will grant a leave of absence without loss of pay for a period of five (5) working days, and

- (b) In the event of the death of an Employee's father-in-law, mother-in-law, son-in-law, sister-in-law, brother-in-law, daughter-in-law, grandparent, step-grandparent aunt, uncle, niece, or nephew;  
The Employer, at the request of an Employee, will grant a leave of absence without loss of pay for one day.
- (c) It is understood that a bereaved Employee may request and be granted additional time off, without pay, for the purpose of travel, grieving or and other matters related to the estate of the deceased.
- (d) Bereavement pay will be based on the actual hours scheduled for the days missed.
- (e) A part-time Employee shall be credited with Bereavement Leave as noted in Article 24.02 on the basis of those days actually scheduled at work.
- (f) An Employee shall not be deprived of public holiday pay which they would otherwise be entitled to as a result of bereavement leave.
- (g) Relief Employees shall be credited with bereavement leave as noted in (a) above only, and it will be on the basis of only those days already actually scheduled at work.

#### 24.03 Jury Duty/Witness Leave

If an Employee is required to serve as a juror in any court of law, or is subpoenaed as a witness in a court proceeding, the Employee shall not lose regular pay because of such attendance, provided that the Employee:

- (a) Notifies the Employer immediately upon the Employee's notification that they will be required to attend at court;
- (b) Presents proof of service requiring the Employee's attendance; and
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and any official receipt thereof.

Despite Article 25.07, an Employee's entitlement to pay while serving jury Duty shall be limited to a maximum of ten (10) paid days per year. It is

understood that no Employee may be released or otherwise discharged as a result of extended absence due to jury duty.

#### 24.04 Work Related Witness Leave

An Employee who is subpoenaed in a matter related to work duties, shall be paid the wages they would have received during this period computed on the basis of

their regular number of straight time hours of work at the then current rate of pay. The Employee's shift schedule shall be changed as required to ensure that they do not work a night shift immediately prior to, or after the day of the court hearing. The Employee agrees to reimburse the Employer for any monies received as a result of this witness duty.

**24.05 Leave for Union Activities**

**(Applicable to Full-time/Part-time Employees)**

Leave of absence without pay to a combined maximum of thirty (30) days per calendar year for the bargaining unit, shall be granted upon written request to the Employer to Employees elected or appointed to represent the Union at conventions, seminars and/or meetings, as long as reasonable notice is provided to the Employer and the leave does not adversely affect the efficient operation of the Employer.

**24.06** When an Employee is elected or appointed to a full-time position with the Union or with an organization to which the Union is affiliated, the Employer shall grant leave of absence without pay or benefits for up to two (2) years. At the end of the two (2) year period, the Employee shall be reinstated to their former position at the then current salary, displacing the most junior Employee in that job classification.

**24.07 Public Office - Leave of Absence**

Upon receipt of reasonable written notice, the Employer will grant leave of absence of up to three (3) years without pay and without loss of seniority or job classification, to no more than one (1) Employees at any one time who are elected or appointed to the Federal, Provincial or Municipal Government.

**24.08 Leave - OAITH**

As long as the Employer continues to be affiliated with OAITH (Ontario Association of Interval Transitional Housing), an Employee may attend association meetings, conferences and training. Such attendance will be without loss of pay if approved or required by the Employer.

**24.09 Payment of tuition for required education**

Where Employees are required by the Employer (and not by any external entity or legislation) to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the tuition or enrolment fee & required textbooks associated with the course.

**24.10** The Employer will consider a flexible schedule to allow an Employee to take courses to upgrade their qualifications related to the work of the shelter.

## **ARTICLE 25 - PREGNANCY AND PARENTAL LEAVE**

- 25.01 Pregnancy and parental leaves will be granted in accordance with the provisions of the Ontario Employment Standards Act.
- 25.02 Upon returning from pregnancy/parental leave, the Agency shall reinstate the Employee in their former position. If the former position no longer exists, they shall be placed in a comparable position.
- 25.03 An Employee on pregnancy/parental leave shall be entitled upon their return, to any increments due to negotiated pay increases or reclassification, which were affected during the leave of absence.
- 25.04 An Employee may request in writing to extend their pregnancy/parental leave to a maximum of two (2) total years. Such Request shall not be unreasonably denied.

## **ARTICLE 26 - SICK LEAVE**

### **26.01 Definition**

Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness of self, spouse or child, which can include medical appointments. Sick hours will be calculated on the calendar year.

### **26.02 FT Employees-Accumulation**

At the end of their probation period new fulltime Employees will be granted sick leave to equal to a pro-rated portion of 8.5 hours for the month in which they pass probation, and 8.5 hours per month for the number of complete months up to and including the next December. Employees as of the first January following completion of their probation period shall be granted one hundred and two (102) hours of sick leave on January 1st of each year for use during the year. It is agreed that should an Employee leave the employ of the Employer prior to December 31st of any year any sick time that was utilized prior its accumulation maybe deducted from their final pay.

### **26.03 PT Employees Accumulation**

All part-time Employees shall be granted sick leave of thirty-four (34) hours/year of active employment.

- 26.04 It is agreed that any accumulated sick hours shall be maintained for future use should a Full-time Employee change status to Part-time, or vice versa.

#### 26.05 Carryover at Year End

A maximum of one hundred and two (102) sick hours each calendar year may be carried over to the next calendar year.

#### 26.06 Retirement/Termination

Employees will not be entitled to receive payment for unused sick leave on retirement or termination of employment.

#### 26.07 Physicians Note

An Employee is required to submit a physician's certificate upon the Employer's request with respect to any period of time that the Employee is absent due to illness for more than three consecutive (3) shifts. The Employer will reimburse the Employee for such a certificate to a maximum of fifty dollars (\$50) upon provision of a receipt.

### **ARTICLE 27 - HEALTH AND INSURANCE BENEFITS**

27.01 The Employer shall pay one hundred percent (100%) of the premium cost for non-probationary full-time Employees in the active employ of the Employer under its Health Care and Group Insurance plans, subject to their respective terms and conditions, including any enrolment requirement. The plan shall include but is not limited to the following:

- Dental maximum \$1000 per calendar year with the current Ontario Fee Guide
- Eye exams once per calendar year
- 80% of prescription drug coverage
- Private Hospital coverage
- \$500 per calendar year for:
  - Chiropractor
  - Osteopath
  - Podiatrist
  - Massage Therapist
  - Naturopath
  - Speech Therapist

- Physiotherapist
- Psychologist
- Hearing aids \$500 per 5 calendar years
- Orthotics \$200 per 3 calendar years
- 6 pairs of surgical stockings per year
- Life Insurance \$15,000

#### Eye Glass Coverage

The Employer shall reimburse two hundred dollars (\$200) every two (2) years for Full-time Employees and one hundred and twenty-five dollars (\$125) every two (2) years for enrolled parttime Employees.

Note: It is agreed this reimbursement is for Employees only, not dependents.

The Employer agrees to maintain a benefit plan that is better than or reasonably equivalent to the 2016 plan.

Part-time Employees who work over twenty (20) hours/week as averaged over a representative twelve (12) week period have the option of participating in the above-mentioned benefit plans providing they pay fifty percent (50%) of insurance premiums.

Details of eligibility and entitlement for all of the above as set out in the insurer's Benefit Booklet. The Union and all eligible Employees shall be given a copy of the benefit policy upon ratification and upon subsequent improvement.

#### 27.02 Benefits During Leave of Absence

When an Employee entitled to benefits is inactive and not receiving pay from the Employer (due to an unpaid leave of absence, for example) their benefits will cease within thirty (30) days following the commencement of their leave if they have not returned from the leave at that point. If an Employee wishes to pay the full premiums during this leave of absence in order to maintain benefits coverage beyond the Employer paid premium period above, they may do so and the Employer will administer it upon request.

Notwithstanding the above, benefits will continue for Employees absent due to pregnancy/parental/adoption leave, sick leave, WSIB leave or LTD Leave for up to two (2) years as long as a part-time Employee continues to pay their portion of the premiums.

### 27.03 Layoff

In the event of a layoff of an Employee entitled to benefits, the Employer shall pay the insurance premiums for three (3) months after the month in which the layoff occurs (as long as the part-time Employee continues their payments). After such period, the Employee may elect to pay the premiums as long as they maintain recall rights, pending approval by the insurance carrier.

### 27.04 Joint Benefit Review Committee

The parties agree that the Employer will meet with two (2) Union Representatives once annually to discuss Employee ideas and concerns regarding benefit coverage, in advance of the Employer's annual meeting with benefits broker.

It is further agreed that when inquiring into the costs of benefit enhancements, the Employer will seek quotes from more than two (2) benefit providers.

## **ARTICLE 28 - TEMPORARY EMPLOYEES**

### 28.01 Definition

A temporary Employee is a non-permanent Employee who is employed for less than one (1) year on a special project, pursuant to a temporary grant as a back-fill for a permanent Employee who is on an approved leave of absence, or as a back-fill for a bargaining unit Employee who is filling a temporary position for a permanent Employee on an approved leave of absence.

Employment contracts for Employees hired to replace Employees elected or appointed to a full-time position with the Union or with an organization to which the Union is affiliated (Article 24.06) may be for up to two (2) years. Employment contracts for temporary Employees hired to replace Employees elected or appointed to a Full-time Public Office (Article 24.07) may be for up to three years. Employee Contracts for Employees hired to replace Employees on pregnancy/maternity leave (Article 25.01) may be for up to two (2) years.

28.02 Temporary Employees will be covered by Articles 5 (Human Rights), Article 6 (Union Security & Membership), Article 7 (Interviewing Opportunity), Article 9 (Attending Meetings Outside Working Hours), Article 15.02 and 15.03 (Union Representation/Discipline), Article 18 (Hours of Work), Article 19 (Overtime), Article 20 (Work Schedule), Article 24.02 (Bereavement Leave) and Article 30.02 (Direct Deposit) only.

28.03 A temporary Employee shall be entitled to Paid Holidays & Vacation pay in accordance with the ESA.

28.04 A temporary Employee working in a classification set out in Schedule A of the Collective Agreement shall not be paid higher than the applicable rate outlined in Schedule A.

28.05 The Employer shall advise the Union regarding the rate of pay for all temporary Employees when it notifies the Union of the temporary Employee pursuant to Article 7.01 of the Collective Agreement.

**28.06 Length of Temporary Position**

With the exclusion of the exemptions listed in 28.01, if a temporary Employee's position exceeds one (1) year, the Employee will be confirmed as permanent.

Such Employee's seniority shall be backdated to their original date of hire upon successful completion of the probationary period. The temporary position which the Employee held shall be posted as a permanent position per the Collective Agreement.

**28.07 Bargaining Unit Employees in Temporary Positions**

It is understood that a bargaining unit Employee who obtains a temporary contract position shall continue to accumulate seniority and retains their right to return to their position or a comparable position within the bargaining unit at the end of the temporary contract position. Such Employee shall be given the rights and benefits under the Collective Agreement associated with the temporary contract position which they will hold.

It is further understood that in terms of Health and Insurance Benefits captured in Article 27 of the collective agreement, the incumbent in a temporary contract position will continue with the level of benefits enjoyed in the position they held prior to assuming the temporary contract position.

For example, a part-time Employee in a full-time temporary contract position will be considered a full-time Employee for the purposes of the collective agreement for the duration of the full-time temporary contract position. (Excluding Health Benefits, pursuant to 28.08)

**28.08 Health Benefits for Bargaining Unit Employees in Temporary Positions**

Further to Article 27, it is understood that in terms of Health and Insurance Benefits, the incumbent in a temporary contract position will continue with the level of benefits enjoyed in the position they held prior to assuming the temporary contract position.

For example, a part-time Employee in a full-time temporary contract position will continue to be considered part-time for the sole purpose of Article 27 of the Collective Agreement.

## **ARTICLE 29 - HEALTH AND SAFETY**

- 29.01 It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.
- 29.02 The Employer recognizes an Employee's right to refuse unsafe work in accordance with the O.H.S.A.
- 29.03 There shall be a joint Health and Safety Committee comprised of equal representation of Union and management. The joint committee will be co-chaired with the chairing of the meetings alternating between the Union and the Employer the joint Health and Safety Committee shall consist of two (2) management representatives and two (2) Union representatives appointed by the Union.
- 29.04 The Health and Safety Committee shall hold meetings every three (3) months or more frequently if required. The Committee shall maintain minutes of all meetings that shall be posted and copied to the Union and Employer.
- 29.05 Pay for Time Spent in Committee Meetings or Investigations
- 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. Union representatives are expected to conduct any necessary investigations during their regularly scheduled shifts if possible. If not possible, they are to discuss alternate times with Management with the goal of minimizing added cost to the agency whenever possible
- 29.06 Certification of Union Representative
- 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 a maximum of once every three (3) years. Only FT Employees are eligible to be certified at the Employer's expense.
- 29.07 Rate of Pay While Performing OHSA Duties
- 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 of pay.
- 29.08 The Employer shall compensate the Crisis Counsellor & Transition Support, Housing Worker and Shelter Counsellor with Child & Youth Responsibilities fifteen dollars (\$15.00) per month for the use of their cell phone. Effective December 17, 2018- twenty (\$20) per month.

## **ARTICLE 30 – WAGES**

- 30.01 The wage scales and classifications shown in Schedule "A" attached and forming part hereof shall be effective as shown during the term of this Agreement.
- 30.02 Employees shall be paid by direct deposit.
- 30.03 It is agreed that if any new bargaining unit job classifications are established during the life of this Agreement which is not covered by the Schedule of Wages now in effect, the rate of such new job classifications will be negotiated between the Employer and the Union. If the negotiations are unsuccessful, resolution of the matter will be put off to the next set of bargaining unit agreement at that time will be retroactive unless otherwise agreed to by the parties.
- 30.04 Existing classifications shall not be eliminated or changed without prior discussion with the Union.

## **ARTICLE 31 - GENERAL**

### **31.01 Bulletin Board**

The Employer will provide a bulletin board for the use of the Union for the posting of official notices and appropriate information bulletins.

Job postings and seniority postings may be signed by the Employer alone, however the Employer must notify the Union when a job posting is posted. Personal postings will not be allowed.

### **31.02 Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share the cost of printing and distribute sufficient copies of this Agreement to all parties.

### **31.03 Allowances**

- (a) Pre-authorized and reasonable out-of-pocket expenses incurred during the course of an Employees employment shall be reimbursed upon provision of valid receipts submitted within four (4) weeks of the expense being incurred, and within one (1) week after the end of the fiscal year (March 31).
- (b) The Employer agrees to provide up to ten dollars (\$10.00) for breakfast, ten dollars (\$10.00) for lunch and twenty dollars (\$20.00) for dinner for

those Employees who are assigned to work away from their normal work location. Receipts are required.

31.04 Employees are expected to reserve and use the agency vehicle for agency business whenever possible. Where the Employer requests, and an Employee agrees to use their car, the Employer shall pay the Employee forty-five (\$0.45) cents per kilometre for the use of their vehicle. Effective December 17, 2018- forty-eight cents (\$0.48) per kilometre.

31.05 Business Usage Insurance

The Employer shall reimburse Employees for whom their job description requires a personal vehicle to a maximum of one hundred (\$100) dollars per year for the cost of business usage insurance coverage or increased liability coverage to the required two (2) million.

31.06 In the event that an Employee is named as a party in any legal action against the Employer the Employer shall ensure that the Employee is represented by counsel, paid for by the Employer, provided that the Employee was not negligent in the performance of their normal duties and responsibilities, and provided that the Employee is not adverse in interest to the Employer in the legal action.

31.07 Personnel Files

(a) Upon request, an Employee shall have access to their personnel file, in the presence of their Supervisor, for the purpose of reviewing any performance appraisals or formal discipline contained therein. An Employee may copy any document in their personnel file.

(b) An Employee shall have the right to respond to any document contained in the personnel file and such response shall form part of the Employee's permanent record.

31.08 All Employees are required to have valid First Aid/CPR certification at the time of hiring and throughout their employment. The Employer will cover the cost up to a total of \$145.00 for obtaining the certification every three (3) years which will result in a three (3) year certificate.

31.09 Training

The parties recognize the importance of continuing training opportunities that will enable staff to keep abreast of new ideas, specifically, the Employer will continue to attempt to co-ordinate with other Durham Region shelters to run relevant training/workshops. The Employer will therefore continue to endeavour to budget funds to enable Employees in the bargaining unit to participate in training. The Employer and the Union will endeavour to find time to enable Employees in the bargaining unit to participate in training. There shall be no loss of scheduled hours for an Employee to participate in training.

31.10 Board of Directors Staff Liaison

There shall be a Union designated Employee that has the right and opportunity to present Employees issues or concerns to the Board verbally or in writing at the commencement of Board meetings. This Staff liaison may attend for the commencement of each meeting to support Board members regarding political advocacy with respect to women's services.

31.11 The Union shall be provided a copy of the annual budget upon approval of the Board. The audited financial statement with the breakdown of expenditures shall be provided to the Union on an annual basis.

31.12 No Employee may use Employer resources (computers, phone, space, etc.) for union business without prior Employer permission. Such Permission shall not be unreasonably withheld.

31.13 Job descriptions shall not be changed without one (1) month notice/explanation to the affected Employee(s).

31.14 Shelter Team Leader On Call

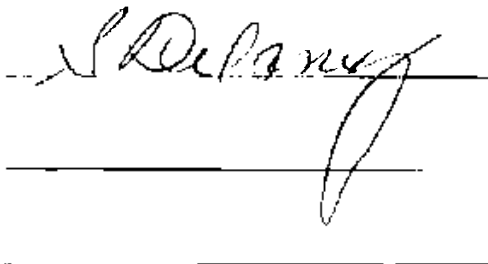
The Shelter Team Leader will be on call on a schedule of two weeks on, two weeks off. For each two week period they are on call, they will receive \$200 for being on call. They will also receive pay at their grid rate for all hours they are required to be on-site in person due to being on call. Lastly, for all statutory holidays they are on call, they will receive an additional \$50.

ARTICLE 32-- DURATION

32.01 This Agreement shall be binding and remain in full force and effect from: October 1, 2024, until September 30, 2027 and shall continue from year to year thereafter unless notice of desire to amend is given by either party, not more than ninety (90) calendar days nor less than thirty (30) days prior to the expiry date of the Agreement.

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION



ON BEHALF OF THE EMPLOYER

*Rx*  
\_\_\_\_\_  
Riley S. Magarelli (2025-07-10 11:38 EDT)  
\_\_\_\_\_  
*Kaitlin Loudon*  
Kaitlin Loudon (2025- 7-10 12:24 EDT)  
\_\_\_\_\_  
*Nicole Lussier*  
Nicole Lussier (2025-07-10 12:32 EDT)

## SCHEDULE A

Below are the classification in the bargaining unit. The parties understand that the terms "classification" and "position" are used interchangeable in the Collective Agreement.

### Bethesda House - Salary Grid - October 1, 2024- September 30, 2027

Classification			Start Rate	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Shelter Counsellor</b>								
			21.66	22.28	22.91	23.70	24.59	24.92
	01-Oct-24	5%	22.74	23.39	24.06	24.89	25.82	26.17
	1-Oct-25	1.5%	23.08	23.74	24.42	25.26	26.21	26.56
	1 Oct 26	2.0%	23.55	24.22	24.90	25.76	26.73	27.09
<b>Shelter Counsellor with Child &amp; Youth Responsibilities</b>								
			21.66	22.28	22.91	23.70	24.59	24.92
	01-Oct-24	5%	22.74	23.39	24.06	24.89	25.82	26.17
	1-Oct-25	1.5%	23.08	23.74	24.42	25.26	26.21	26.56
	1-Oct-26	2.0%	23.55	24.22	24.90	25.76	26.73	27.09
<b>Transition Support &amp; Housing Worker</b>								
			21.66	22.28	22.91	23.70	24.59	24.92
	01-Oct-24	5%	22.74	23.39	24.06	24.89	25.82	26.17
	1-Oct-25	1.5%	23.08	23.74	24.42	25.26	26.21	26.56
	1-Oct-26	2.0%	23.55	24.22	24.90	25.76	26.73	27.09
<b>Outreach Counsellor</b>								
			21.66	22.28	22.91	23.70	24.59	24.92
	01-Oct-24	5%	22.74	23.39	24.06	24.89	25.82	26.17
	1-Oct-25	1.5%	23.08	23.74	24.42	25.26	26.21	26.56
	1-Oct-26	2.0%	23.55	24.22	24.90	25.76	26.73	27.09
<b>Shelter Team Lead</b>								
			26.00	26.25	26.53	26.78	27.06	27.31
	01-Oct-24	5%	27.30	27.56	27.86	28.12	28.41	28.68
	1-Oct-25	1.5%	27.71	27.98	28.27	28.54	28.84	29.11
	1-Oct-26	2.0%	28.26	28.54	28.84	29.11	29.42	29.69
<b>Social Worker</b>								
			27.99	28.25	28.57	28.85	29.14	29.44
	01-Oct-24	5%	29.39	29.66	30.00	30.29	30.60	30.91
	1-Oct-25	1.5%	29.83	30.11	30.45	30.75	31.06	31.38
	1-Oct-26	2.0%	30.43	30.71	31.06	31.36	31.68	32.00

**Full-time Employees move on the wage grid in accordance with years of service.**

**For internal transfers to FT Position, an Employee's hourly rate shall remain the same until they have completed the required number of hours to achieve the next hourly rate.**

**The date they achieve this is considered their new anniversary date. They shall move up the grid every year thereafter.**

**Part -time and Relief Employees shall move up the gride based on hours worked with 1950 hours equaling one (1) year.**

**LETTER OF UNDERSTANDING**

**Between**

**Bethesda House**

**And**

**CUPE Local 4724**

**Re: Article 18.01 b)**

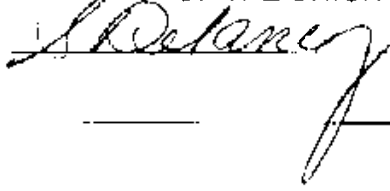
In situations where a shelter worker is unable to come in for a scheduled shift on short notice the Employee on shift will assume the task of finding coverage for the shift in accordance with the below:

- a) The Employee will perform a "call around" by calling in accordance with the Call Coverage Procedure to determine whether anyone can come in to cover the shift. The Employee will document their calls on the Call Coverage Sheet.
  - i. Each Employee will first be asked if they can do the full shift.
  - ii. If the Employee is unable to do the full shift, they will be asked if they can do any part of the shift if the full shift remains uncovered.
- b) If the shift cannot be covered, the Employee performing the call around will contact the on-call manager to go over the options of creative coverage that have been identified.
- c) The on-call Manager may initiate a second call around if they deemed it necessary.
- d) If creative coverage cannot be arranged amongst colleagues, the on-call manager shall arrange for alternate coverage to arrive as soon as is practically possible (with the intent being within four (4) hours). Alternate coverage will include attempting to arrange for outside agency staff.

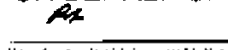
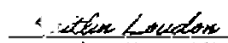
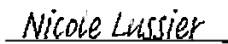
If the Union believes there are issues with securing coverage for scheduled shifts on short notice, the Union will notify the Employer and the parties will meet to discuss those issues in June 2025, December 2025 and June 2026. Thereafter, any such issues will be remitted to the ordinary Labour Management Committee process for discussion.

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION

  
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ON BEHALF OF THE EMPLOYER

  
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**LETTER OF UNDERSTANDING**

**Between**

**Bethesda House**

**And**

**CUPE Local 4724**

**Re: Relief Availability**

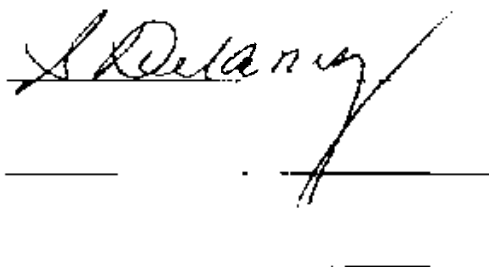
If a relief Employee does not work three (3) shifts including at least one overnight within a three (3) month period, unless they are on a job protected or approved leave, their employment can be terminated for just cause without pay or notice. A "shift" is defined as time providing direct coverage at the shelter. Training and paid staff meetings are not considered shifts. Periodic extenuating circumstances affecting availability will be considered on a case-by-case basis if requested by the Employee in advance of not meeting the criteria.

Notwithstanding the above, Employees will not be penalized for months in which they were offered no shifts/overnight shifts and Employees transferring to a relief position past the mid-way point of the month will not be held to the requirement of one (1) shift for that month.

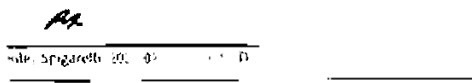
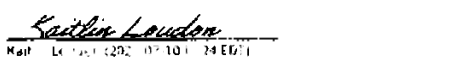
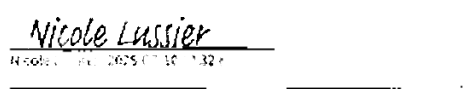
NB: For anyone who is a relief employee as of January 7, 2022, the requirements in the first sentence above shall not include "including at least one overnight".

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION

  
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ON BEHALF OF THE EMPLOYER

  
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**LETTER OF UNDERSTANDING**

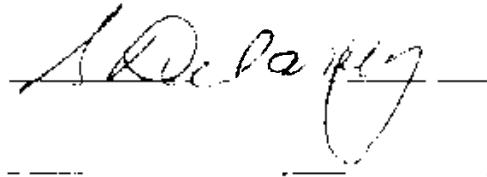
**Between**  
**Bethesda House**  
**And**  
**CUPE Local 4724**

**Re: Multi-Sector Pension Plan**

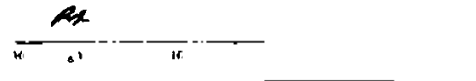

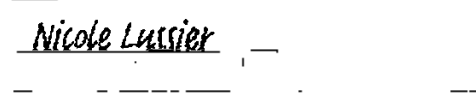
The Employer agrees that within the term of this Collective Agreement it will attend an information session, organized or otherwise facilitated or arranged by the Union, regarding the Multi Sector Pension Plan. Members of the Union Executive will attend this session; however, any such attendance will not be paid time.

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION

  
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ON BEHALF OF THE EMPLOYER

  
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**LETTER OF UNDERSTANDING**

**Between**

**Bethesda House**

**And**

**CUPE Local 4724**

**Re: Funding**


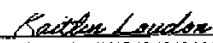

In the event that the Ministry of Community and Social Services provides Bethesda House with additional funding for VAW program salaries, the parties will meet to discuss the allocation of any additional salary funding.

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION

  
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ON BEHALF OF THE EMPLOYER

  
\_\_\_\_\_  
Riley Spigarelli (2025-07-10 11:36 EDT)  
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Kaitlin Loudon (2025-07-10 12:24 EDT)  
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Nicole Lussier (2025-07-10 12:32 EDT)  
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**LETTER OF UNDERSTANDING**


**Between**  
**Bethesda House**  
**And**  
**CUPE Local 4724**

**Re: Training**


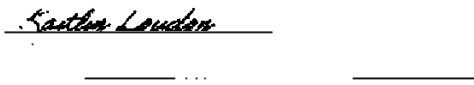
During the Life of this Collective Agreement the Employer will provide relevant training to all full and part time employees and commits a minimum of \$5000 towards such training.

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION

  
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ON BEHALF OF THE EMPLOYER

  
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**LETTER OF UNDERSTANDING**

**Between**

**Bethesda House**

**And**

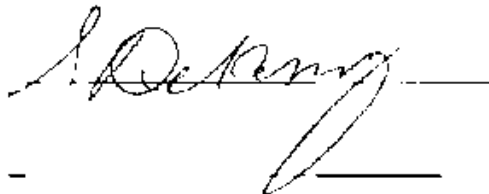
**CUPE Local 4724**

**Re: Jury Duty**


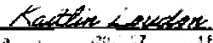
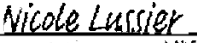
Within 90 days of ratification of this Agreement, the parties agree to meet to discuss the language for Article 24.03 - Jury Duty.

Signed at Bowmanville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

ON BEHALF OF THE UNION

  
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ON BEHALF OF THE EMPLOYER

  
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