

COLLECTIVE AGREEMENT

-BETWEEN-

**THE SALVATION ARMY
ELLEN OSLER HOME**



-AND-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 1041**

CUPE / *Canadian Union
of Public Employees*

Expiry Date: March 31, 2028

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COLLECTIVE AGREEMENT

between

The Salvation Army – Ellen Osler Home
(Hereinafter called the "Employer")

and

Canadian Union of Public Employees and its Local 1041
(Hereinafter called the "Union")

WHEREAS the purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and all employees represented by the Union, and to encourage a co-operative and harmonious working relationship in the promotion of the highest standards of care and service provided by the Salvation Army (Ellen Osler Home).

NOW THEREFORE the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.01** The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all employees of The Salvation Army (Ellen Osler Home) save and except office/clerical staff, Chaplin/Spiritual care, supervisors and persons above the rank of supervisor.
- 1.02** Office/clerical staff, Supervisors and all other persons including those persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in the case of emergency and training or instances mutually agreed upon by the parties, covered by this Agreement.
- 1.03** Students and Volunteers may perform some bargaining unit work providing it does not reduce the hours of work for any bargaining unit employee.

ARTICLE 2 - RELATIONSHIP

- 2.01** The parties agree that, in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Union or the Employer.
- 2.02** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

- 3.01** The Employer agrees that it shall not lock out employees during the term of this Collective Agreement.
- 3.02** The Union agrees that during the term of this Collective Agreement, it will not cause, permit, condone or authorize its members to strike, sit down, slow down, or engage in any other work stoppage, picketing or any form of collective action which will interfere with or stop service and that, if such collective action should take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union recognizes that the management, supervision, and direction of the workplace is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this Collective Agreement. 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.
 - b) Hire, discharge, assign, direct, classify, transfer, promote, demote, lay-off, and suspend or otherwise discipline an employee for just cause provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure.
 - c) Establish and enforce rules, regulations, policies, and practices to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement.
 - d) Determine, in the interest of efficient operations and the highest standards of service, classifications, hours of work, assignments, methods of doing the work, job content, scope of services to be provided to clients, and the working establishment for any service.
 - e) Generally to manage and operate the Operations in all respects in accordance with its obligations, and in fulfilment of its agreements with clients, and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, services to be provided, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operations, not otherwise specifically dealt with elsewhere in this Agreement.
 - f) The Employer will notify the Union one (1) week before posting new or revised policies normally one (1) month in advance of the policy coming into effect, with a copy sent to the Union except in circumstances beyond the Employer's control.

ARTICLE 5 - CHECK-OFF OF UNION DUES, ETC.

5.01 As a condition of employment, all employees in the bargaining unit must become and remain members in good standing of the Union.

5.02 a) The Employer shall deduct from each employee included in the bargaining unit an amount equal to the normal monthly dues as prescribed by the Secretary-Treasurer of the Union and, where appropriate, Union initiation fees.

New employees shall have deductions made on the first regular deduction date following commencement of employment.

b) Deductions shall be made at each regular pay period and shall be held in trust by the Employer and forwarded to the Secretary-Treasurer of the Union, by electronic transfer, together with a detailed list of such deductions, no later than the 15th day of the month following the pay periods for which the deductions were made.

The Employer shall furnish electronically to the Union (in Excel format), the name, mailing address, email address, telephone number, and applicable dues remittance of each employee covered under the respective CUPE Local 1041 Collective Agreement.

The Employer shall also furnish electronically to the Union (in Excel format) all updates/changes regarding names, addresses, email address and/or phone numbers of employees in CUPE Local 1041 bargaining unit, where available. Unless otherwise instructed by the Secretary-Treasurer of the Union.

c) The Employer will give written notice of the names of new employees hired, terminated, or resigned to the Union at the same time as the remittance of the union dues.

5.03 The Union agrees to indemnify and hold the Employer harmless with respect to suits, claims, actions or proceedings commenced against the Employer by reason of the deductions of dues and other payments provided for herein.

5.04 The Employer will indicate the amount of union dues paid by employees on their T-4 slips.

5.05 A Union Steward will be permitted to meet with each new employee on one (1) occasion, during working time, for fifteen (15) minutes, in the course of the new employee's first thirty (30) days of employment.

It is agreed the Unit Vice-President will be advised as soon as new employees commence employment as to their classification and hiring date.

5.06 The Treasurer of the Union shall advise the Employer in writing as to the amount of monthly dues, and initiation fees and any changes thereto.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties to this Agreement that a grievance of an employee shall be resolved as promptly as possible.

Step 1 - Within seven (7) working days, the employee will meet with their supervisor in an attempt to resolve the dispute. If this fails, then:

Step 2 - Within five (5) working days, following the meeting with the Supervisor, the employee shall submit the written grievance to, and the written grievance must be received by, the Unit Manager or their designate. The Unit Manager or their designate will meet with the grievor and review the grievance. A decision in writing will be rendered within five (5) working days from the date on which the grievance meeting was convened. Failing settlement, then:

Step 3 - Within five (5) working days following the decision under Step 2, the employee shall submit the written grievance to the Executive Director or their designate. The Executive Director or their designate will meet with the grievor and review the grievance. A representative of the Union may attend this meeting if requested to do so by either party. A decision in writing will be rendered within five (5) working days from the date on which the grievance meeting was convened. In the event the decision of the Executive Director or their designate is not satisfactory to the grievor, the grievor may refer the matter to Arbitration in accordance with the provision of this Agreement. If no written request for Arbitration is received within five (5) working days from the date of the decision under this Step, the grievance shall be deemed to be settled.

The time limits set out in this Article are to be construed as mandatory. If a grievance is not submitted or advanced from one step to another within the time limits set out, the grievance shall be deemed to be abandoned and all rights or recourse to the grievance procedure shall be at an end. It is understood that the time limits are excluding Saturday, Sunday and paid holidays.

The parties shall make every reasonable effort to schedule the meeting between the Executive Director or their designate and grievor at a mutually agreeable time.

All time limits under this clause may be extended by mutual consent of the parties in writing whenever possible.

ARTICLE 7 - DISCHARGE AND SUSPENSION

7.01 The Employer shall not discharge or suspend any employee who has completed their probationary period without just cause. In the event an employee who has completed their probationary period grieves a discharge or suspension, such grievance may be

submitted at Step 3 of the grievance procedure within two (2) days of the event grieved, excluding Saturday, Sunday, and paid holidays.

- 7.02** An employee subject to disciplinary action, including verbal warnings which is to be recorded, shall have the right (if requested) to union representation if one is readily available. The Employer will inform the employee of the right to have Union representation. Where an investigation takes place and it becomes apparent that it could lead to disciplinary action, the meeting shall be suspended until such time as when union representation may be present.
- 7.03** If a complaint or issue is raised by management against a union member that results in a meeting with HR, the Employer will advise the member as to what the meeting is about and will provide such employee with an outline of the complaint fifteen (15) minutes prior to any meeting occurring so such employee may have the opportunity to go over it with their union representative.

ARTICLE 8 - ARBITRATION

- 8.01** In the event that arbitration of a grievance which has been processed through the Grievance Procedure is desired by either party, then the other party shall be notified in writing not later than fifteen (15) working days after the Employer's response to the grievance under Step 3.
- 8.02** Such notice shall contain recommended names of a single Arbitrator by the party initiating the arbitration.
- 8.03** It is understood that any question as to whether a matter is arbitrable may also become a subject of arbitration.
- 8.04** The decision of the Arbitrator will be final and binding upon the parties thereto and the employee or employees concerned.
- 8.05** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.06** The Arbitrator shall not have jurisdiction or authority to alter or modify any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.07** Each of the parties will bear the expenses of their counsel and the parties will share equally the fees and expenses, if any, of the Arbitrator.
- 8.08** Both parties may agree in writing for the appointment of a single arbitrator or mediator/arbitrator and the decision shall be binding. Each of the parties will equally share the expenses.
- 8.09** Time limits contained in this Agreement may be extended by mutual consent and not be unreasonably denied.

- 8.10** An arbitrator shall have the power to allow amendments to the grievance and to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision which the arbitrator or arbitration board deems just and equitable and consistent with the terms of this Collective Agreement.

ARTICLE 9 - EMPLOYER'S GRIEVANCE

- 9.01** It is understood that the Employer may bring forward at any meeting held with the Union Administrative Committee any complaint with respect to the conduct of the Union, its officers or committee member or members, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee. The procedure as follow; Step One - Management to Employee, failing resolve; Step Two - Management to Chief Steward, failing resolve; Step Three - Management to Business Agent.

ARTICLE 10 - UNION RECOGNITION

- 10.01** The Employer shall recognize up to two (2) Shop Stewards. The Stewards shall also serve as the Negotiating Committee.

The Union acknowledges that the shop steward has their regular duties to perform on behalf of the Employer. No steward will leave their regular duties without first obtaining permission of their immediate supervisor and such permission shall not be unreasonably withheld. When resuming their regular duties, the steward will again report to their immediate supervisor and shall give any explanation reasonably required by their supervisor to explain the duration of their absence.

- 10.02** The Employer will compensate employees at their regular rate of pay for the time spent on union business pursuant to Article 10.01 including face to face negotiations for a new collective agreement up to and including conciliation. In the case of negotiations, if they are conducted outside of the employee's scheduled hours of work, the employee's schedule will be changed to the shift during which the activities take place and the provisions concerning schedule and shift changes will not apply.

Where meetings with the Employer are on a scheduled day off for the Union Steward, for purposes related to labour management meetings, grievance meetings, negotiations, Health and Safety meetings or any issues related to the Collective Agreement, and any proceedings related to the OLRB, the rate of pay for attending such meetings will be at one and a half (1 ½) times the rate of pay.

ARTICLE 11 - SENIORITY

11.01 Probationary Period

A new full-time employee will be considered on probation until after they have completed ninety (90) days of work in the bargaining unit.

A new part-time employee will be considered on probation until they have completed ninety (90) days of work in the bargaining unit.

11.02 Full-time seniority will be based on continuous service with the Employer since the date of last hire. Part-time and casual relief seniority will be based on actual hours worked. Upon successful completion of such probationary period, the employee shall be placed on the seniority list and credit shall be given for service since the date of last hire for full-time employees and actual hours worked for part-time and casual employees.

11.03 Seniority Lists

Seniority lists shall be prepared according to the records of the Employer and posted every January 15th and July 15th on a bulletin board provided by the Employer. The Employer will send a copy of the seniority list to the Union once it is posted. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made within ten (10) calendar days from the date of posting. New employees appearing on the list for the first time shall have ten (10) calendar days to challenge their position on the list. The Employer will send a copy of the seniority list to the Union once it is posted. Seniority shall be recognized on a bargaining unit wide basis.

11.04 Loss of Seniority

An employee shall lose all service and seniority and shall be deemed to have been terminated if they:

- a) resign.
- b) are discharged and not reinstated through the grievance and arbitration procedure.
- c) fail to report for a scheduled work assignment after an absence of three (3) working days, without notifying the Employer unless such notification could not reasonably be given.
- d) have been laid off for the lesser of twelve (12) calendar months or the length of their seniority.
- e) are absent due to illness or disability (including absences for which Workers' Compensation Benefits are received) which absence continues for the lesser of thirty-six (36) calendar months or a period equivalent to the employee's length of seniority at the time the illness or disability commenced.

- f) fail to return to work upon the expiration of a leave of absence or utilize a leave of absence for any purpose other than that for which it was granted.
- g) accept a non-union position and complete their 90-day trial period without returning to the bargaining unit.
- h) accept a temporary non-union position lasting more than twelve (12) months. Exceptions will be made where the temporary position is for maternity/parental leave coverage.

11.05 Definition of Full-Time, Part-Time, Temporary and Casual Relief

Full-time employees are defined as those who regularly work more than twenty-five (25) hours a week.

Part-time employees are those who regularly work twenty-four (24) hours or less.

Temporary employees are employees who are hired for a specific term or task.

Casual relief employees are employees who are hired as replacement staff who are not regularly scheduled but called in.

11.06 Transfer Outside of the Bargaining Unit

- a) An employee transferred to a permanent full-time position outside the bargaining unit shall retain seniority accumulated in the bargaining unit up to the time of transfer out of the bargaining unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to their former position within the bargaining unit within three (3) months of the transfer. The Employer will fill the vacancy created by the transfer with an employee (who may be from the bargaining unit). If the transferred employee returns to the bargaining unit within the three (3) month trial period, they will assume the position held at the time of the transfer and the employee will be returned to their former position. If said employee is a newly hired employee, such employee will be laid off. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which they are qualified.
- b) An employee transferred to a non-union temporary position of less than twelve (12) months in duration shall not continue to accumulate seniority within the bargaining unit and shall have the right to return to their former position within the bargaining unit upon completion of the temporary position. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which they are deemed qualified, in accordance with Article 15.4. During the tenure of the position, such employee will continue to pay union dues as per Article 5.02.

- c) No employee shall be transferred to a position outside the bargaining unit without such employee's consent.
- d) Employee shall continue to pay union dues.

ARTICLE 12 - LAYOFF AND RECALL

12.01 In cases of layoff expected to exceed a period of twelve (12) weeks, the following provision shall apply:

- a) In the event of a layoff, the Employer agrees that employees shall be laid off in reverse order of their seniority in the classification affected. When work becomes available, employees who have not lost their seniority as provided in Article 11 shall be recalled to work in order of seniority provided that, in the opinion of the Employer, they have the ability to perform the available work. It is the responsibility of employees to ensure that the Employer has a current address and telephone number at all times. If an employee should fail to do so, the Employer will not be responsible for the failure of any communication to reach the employee.
- b) In the event of a proposed layoff, the Employer shall provide the Union at least two (2) months advance notice, whenever possible. This notice provision shall not apply where the layoff is not expected to exceed twelve (12) weeks, where two (2) week notice shall be provided whenever possible.

12.02 Any employee who is laid off may displace an employee with less seniority provided that, in the opinion of the Employer, they possess the necessary skills and qualifications, is capable of performing the duties for such work.

An employee who elects to displace another employee must do so within five (5) working days in writing.

12.03 In determining the ability of an employee to perform available work, the Employer will consider:

- a) professional qualifications, training, experience, education, knowledge, ability to perform the requirements of the job, and
- b) seniority

Where the Employer determines that the factors in (a) are relatively equal, seniority shall be the governing factor.

12.04 Employees on layoff are entitled to apply for any vacancies and new positions in the bargaining unit arising out of a job posting.

12.05 The Employer shall pay for Health & Welfare Benefits as per Article 21.01 up to the end of the month following the month in which the layoff is effective for Extended Health and Dental.

ARTICLE 13 - JOB POSTING AND VACANCIES

- 13.01** Employees may apply for vacancies in the bargaining unit. Such vacancies shall be posted on the Union Bulletin Board for a period of seven (7) days with a copy sent to the union representative for the house.
- 13.02** When a full-time classification is vacant or becomes vacant, or a new position is created, either on a temporary or permanent basis, the Employer shall post the position within 14 days of the vacancy occurring and will fill the vacancy as soon as reasonably practicable. If the Employer requires more time to fill a vacancy, the Union shall be notified of the delay and the estimated time to fill such vacancy.
- 13.03** In selecting an applicant to fill the vacancy, the Employer shall consider the applicants, overall qualifications, training, experience, and ability and where these factors are relatively equal seniority shall govern.
- 13.04** If the employee is maintained in the new job, they shall carry with them to the new job all rights and privileges including seniority.
- 13.05** It is understood that the Employer can post vacant positions both internally and externally concurrently, but all internal applicants must be considered prior to any external applicant been hired.

13.06 Notification to Employee and Union

The successful internal applicant shall be advised, in writing, of the appointment to the position, with a copy to the Union.

The successful internal applicant shall be allowed a trial period of up to ninety (90) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

ARTICLE 14 - PREGNANCY AND PARENTAL LEAVE

- 14.01** The latest *Employment Standards Act* and its amendments shall be applicable for Pregnancy and Parental Leave. Any disputes arising under this clause are subject to the grievance procedure as per Article 7.

ARTICLE 15 - JURY AND WITNESS DUTY

- 15.01** If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case

arising from the employee's duties at the workplace, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer within twenty-four (24) hours of the employee's notification that they will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.02 Where an employee is required by subpoena to attend a court of law or coroner's inquest either of which must be in connection with a case arising from the employee's duties on the premises of the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, they are required to attend on a regular day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate. It is agreed if this occurs on the employee's scheduled working day the employee will be paid as above.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer may grant at its discretion a leave of absence without pay for extenuating personal reasons, provided it receives a written request fifteen (15) days prior to the intended commencement of such leave. The request for the leave of absence shall indicate the reason for such request and shall specify the date of departure and the date of return. Without limiting the generality of the above, the leave will not be granted if it causes inconvenience to the normal operations of the Employer. In the case of any such leave, all vacation entitlement will be taken first.

16.02 Employees who are on leave of absence will not engage in gainful employment while on such leave unless with the written consent from the Employer, and if an employee does engage in gainful employment while on such leave without written consent, they will forfeit their seniority and be deemed to have terminated their employment.

16.03 An employee who overstays a leave of absence, unless they obtain permission or provides a satisfactory explanation will forfeit their seniority and be deemed to have terminated their employment.

16.04 To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood. Seniority will be retained but not accumulated during such leave and the Employer shall not be required to pay benefit costs during the leave nor will the employee be eligible to accumulate sick leave credits during such leave.

16.05 Unpaid leave of absence in excess of three (3) months consecutive shall not count as service.

16.06 Application for leave of absence shall be done in writing to the Employer.

16.08 Bereavement Leave

In the event of the death of an employee's immediate family member, the Employer will provide full-time and part-time employees with up to five consecutive work days or one week off with pay. If additional days are requested, they will be unpaid.

In the event of the death of a close family member, the Employer will provide full-time and part-time employees with up to three consecutive work days off with pay. If additional days are requested, they will be unpaid.

In the event of the death of an extended family member, full-time and part-time employees will be provided with one day off with pay. If additional days are requested, they will be unpaid.

Immediate family member shall be defined as:

- Spouse/partner
- Child, stepchild, foster child, ward
- Parent, step-parent, foster parent, guardian of the employee or employee's spouse
- Brother or sister

Close family member shall be defined as:

- Grandparent, step-grandparent
- Grandchild, step-grandchild
- Child, stepchild, foster child of their spouse/domestic partner
- Sister-in-law or brother-in-law of the employee or of the employee's spouse
- The spouse of a child of the employee
- Relative of the employee who is dependent on the employee for care or assistance

Extended family shall be defined as:

- Niece, nephew
- Aunt, uncle
- Cousin
- Any other person who the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship

- a) Notwithstanding the above, upon approval of the Employee's Supervisor or designate, an Employee will be allowed to use one (1) of the five (5) bereavement leave days to attend a celebration of life or funeral within six (6) months of the bereavement.
- b) Where the burial occurs outside Ontario, reasonable traveling time up to Seven (7) calendar days without pay may be granted at the discretion of the Employee's supervisor or designate.

16.09 Emergency Leave

An employee shall be entitled to ten (10) unpaid emergency leave days for the purpose of addressing:

- a) a personal illness, injury or medical emergency
- b) the death, illness, injury or medical emergency of an individual as it applies to the employee's spouse, parent, stepparent, foster parent, child, stepchild or foster child, grandparent, step-grandparent, grandchild, step-grandchild or the employee's spouse.
- c) spouse of a child of the employee, the employee's sibling and a relative of the employee who is dependant on the employee for care or assistance.

If an employee takes only part of a day as Emergency Leave, it shall count as a full day of leave.

- i) an employee must inform the Employer that they shall be taking an emergency leave of absence. If an employee has to begin an emergency leave before notifying the Employer, the employee must inform the Employer as soon as possible.
- ii) an Employer is allowed to ask an employee to provide proof that they are eligible for an emergency leave of absence.

16.10 Family Leave

- a) The Employer shall grant Family Medical Leave to full-time, part-time, permanent or contract employees who will be providing care or support to a family member who has a serious medical condition and is in significant risk of dying.
 - i) Family medical leave is unpaid for a period of eight (8) weeks in a twenty-six (26) week period.

- ii) Family medical leave can last up to eight (8) weeks and must be taken in full week periods, not days.
 - iii) The employee may not remain on a leave after the week in which the family member's death occurs, or in any event, after the twenty-six (26) week period referred to in the medical certificate.
- b) Under the *Employment Insurance Act*, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to E.I. eligible employees who have to be away from work temporarily to provide to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks and who requires care and support from one or more family members.
- c) "Family Member" includes the employee's spouse (including common-law or same sex spouse); a parent, stepparent, or foster parent of the employee; a child, stepchild or foster child of the employee or the employee's spouse.
- d) An employee who intends to take a Family Medical Leave shall:
- i) provide written notice to the Employer. An employee, who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
 - ii) the employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of twenty-six (26) weeks.
- e) The Employer shall:
- i) continue to pay the Employer's share of the premiums to certain benefits (i.e. RRSP plans, life and extended health insurance plans and dental plans) that were provided to the employee before the leave.
 - ii) include the period of the leave in calculating the length of the employee's employment for seniority and other purposes such as access to all collective agreement entitlements.
 - iii) reinstate the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate (whether the employee

would be eligible for any further E.I. benefits would be a matter to be determined by the Federal Employment Insurance Commission).

- h) An employee may be entitled to both Emergency Leave and Family Medical Leave. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

16.11 Leave of Absence Union Business

Subject to operational needs, leave of absence without pay, and without loss of seniority, to attend Union business will be granted to representatives of the Union based on the following conditions and will not be unreasonably denied.

- a) Requests for such leave shall be made in writing by the Union to the Employer giving as much notice as possible, with a minimum of twenty (20) working days advance notice. The Employer shall indicate in writing whether or not the request has been approved.
- b) Such leave shall not exceed more than twenty-five (25) days per calendar year.
- c) Where such leave has been granted under section (a), the Employer shall maintain the Employee's wages and benefits. The Union shall reimburse the Employer, through a monthly invoice that shall be sent to the Secretary Treasurer of CUPE 1041, for the amount of the Employee's wages and all applicable benefits. Seniority shall accrue during such leave.
- d) Upon application in writing by the Union on behalf of the Employee to the Employer, a leave of absence shall be granted to such Employee elected or hired to a position with the Canadian Union of Public Employees, for a period of up to two (2) consecutive years. Upon expiry of such leave, such Employee may return to the bargaining unit and shall be placed in their original position. Upon return, the Employee shall be credited with seniority for the full length of the leave. The Employee agrees to notify the Employer of their intention to return to work at least three (3) weeks prior to the date of such return. Failure to provide notice to return, will result in termination.

Should the Union request additional days, the Employer will consider such a request and may grant additional Union leaves, subject to operational needs.

ARTICLE 17 - JOB SECURITY

- 17.01** The Employer agrees, in the event of reorganization affecting employees to advise employees in advance and to discuss the impact of such reorganization with the Union.

17.02 With the exception of emergency situations, there shall be no contracting out of work performed by the bargaining unit members.

17.03 In the unlikely event that technological change would impact employee's job security in the workplace, the Employer will meet with the Union.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

- 18.01** a) This Article shall not be construed as a guarantee of hours of work in a day or a week or a guarantee of days of work, or otherwise.
- b) All hours in excess of five (5) hours per day shall be entitled to a one-half (1/2) hour unpaid meal break. Due to the nature of the operation, some employees may be required to work through the meal break. Those employees will be compensated for that time at their regular rate.
- c) Employees shall be entitled to paid rest periods of fifteen (15) consecutive minutes in both the first and second half of a seven (7) hour shift. Employees who work in excess of seven (7) hours shall be entitled to an additional paid rest period of fifteen (15) minutes for each four (4) hours worked.

- 18.02** a) Full-time - All authorized work performed in excess of forty-four (44) hours per week shall be paid for at the rate of time and one-half (1 ½) of the employee's basic straight time hourly rate.
- b) Part-time - All authorized work performed in excess of forty-four (44) hours per week shall be paid for at the rate of time and one-half (1 ½) of the employee's basic straight time hourly rate.
- c) The Employer and employee may, by mutual agreement, schedule time off in lieu of overtime pay at a mutually satisfactory time. Time off shall be equal to the overtime entitlement. Where there is no agreement, the employee shall be paid for overtime.

18.03 Regular Shifts - Work schedules for regular shifts are posted at least four (4) weeks in advance. Employees shall be provided with two (2) weeks notice of a change in posted shift schedules. There shall be no changes unless there is a mutual agreement between the employer and employee except in exceptional circumstances.

Enhanced Shifts - Work schedules for enhanced shifts are posted at least two (2) weeks in advances. Employees shall be provided with three (3) days notice of a change in the enhanced shift schedules.

Employees may exchange shifts with other employees in the same classification provided they have received the consent of their supervisor. Such requests shall be in writing and consent will not be unreasonably withheld. It is understood however, that the Employer will not incur any penalty or premium resulting from such exchange of

shifts. When a supervisor is off site (weekends and evenings) employees in need of a change in their shift will inform the supervisor of such change via email or text message as soon as possible.

- 18.04** In normal circumstances, no employee shall be scheduled to work for more than five (5) consecutive days without the employee's consent.
- 18.05** There will not be less than a period of eleven (11) consecutive hours between shifts worked by an employee without the consent of such employee.
- 18.06** No employee shall be laid off during their normal schedule of working hours for the sole purpose of depriving them of overtime pay.
- 18.07** Part-time, temporary, and casual relief employees will be scheduled by the Employer on the basis of seniority, all shifts will be distributed as equitably as possible on a rotational basis. Employees must have their availability submitted to the Employer by the 10th of the month for the proceeding month.
- 18.08** Employees who are called in for work will be provided a minimum of three (3) hours pay. Call in pay will also include all mandatory staff meetings.

ARTICLE 19 - VACATIONS

- 19.01** Employees, as of January 1 in any given year, will be eligible for vacation according to the following schedule:

Full and Part-time employees:

New Hire Year	One (1) hour paid vacation for each 16.67 hours of regular work/ 6%
First Calendar Year of Service	One (1) hour paid vacation for each 16.67 hours of regular work/ 6%
Commencing 2-6 years	One (1) hour paid vacation for each 16.67 hours of regular work/ 6%
Commencing 7-13 years	One (1) hour paid vacation for each 12.50 hours of regular work/ 8%
Commencing 14-19 years	One (1) hour paid vacation for each 10.00 hours of regular work/ 10%
Commencing 20 years or more	One (1) hour paid vacation for each 8.33 hours of regular work/ 12%

It is understood that vacations will be taken in increments of the employee's normal work week.

- 19.02** Where an employee's scheduled vacation is interrupted due to a debilitating illness or injury, the illness or injury shall be considered sick leave provided the employee

presents satisfactory proof of illness. Proof of illness to be documentation showing employee was treated as a hospital in-patient.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- 19.03** An employee who leaves the employ of the Employer for any reason, shall be paid the vacation allowance due to them at the time of their termination as provided herein.
- 19.04** An employee must use their vacation days by December 31st of the current year. An Employee may elect to carry over up to five (5) days of vacation, to be used by March 31st in the subsequent calendar year.

A reminder notice of un-used vacation to each employee so effected will go out August 15th of each year. The Employer will meet with employees and try to mutually schedule any unscheduled vacation.

If they cannot reach agreement, any vacation not scheduled, shall be scheduled by the Employer by October 1st, of each year.

- 19.05** Requests for vacation will be made in writing to the employee's supervisor, normally at least six (6) weeks prior to the vacation period. Requests for Christmas vacation submitted by October 1, approval should be granted based on operational needs. If there is a dispute over a respective vacation date between employees, seniority will be the governing factor provided the requests were submitted in accordance with this agreement.

An employee may take a proportion of the vacation entitlement any time during the calendar year the vacation credits are scheduled to be used. The vacation credits will be reduced by such vacation taken.

ARTICLE 20 - PAID HOLIDAYS

- 20.01** The following holidays will be granted to an employee provided the employee works their regular shift immediately preceding and immediately following such a holiday, except where the employee is absent due to illness or for other satisfactory reasons accepted by the Employer. For purposes of their paid statutory holidays, employee's who work less than 7.5 hours a day on a regular basis, shall be paid an equivalent to their "regular day's pay" as defined by the Employer's Guide to the *Employment Standards Act*, that is, the total number of hours worked in the previous thirteen (13) weeks, exclusive of overtime, sick leave, and vacation, divided by the number of days actually at work during that period.

New Year's Day
Family Day
Good Friday
Boxing Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Victoria Day
Civic Holiday

All employees who wish to take time off over the Christmas/New Year period, shall apply in writing to the Employer by October 1st, and the Employer shall respond no later than October 30th.

Every reasonable effort to provide the time off shall be taken, however the Parties recognize that business needs shall prevail. Seniority shall be the determinate. It is understood that either Christmas or New Year's shall be worked.

20.02 An employee who is required to work on any of the above-named holidays will receive, at the employee's option, either:

- a) pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay, or
- b) pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday and in lieu, a day off with pay within sixty (60) days following the holiday. Such lieu day off to be selected by the employee and their Supervisor by mutual agreement.

20.03 When a holiday occurs during an employee's vacation period the holiday will be added to the vacation period either before or after the vacation.

20.04 When a holiday outlined in 20.01 above occurs on an employee's regular day off, the employee will be provided an additional day off with pay, within thirty (30) calendar days following the employees next scheduled working day, by mutual consent.

20.05 When a holiday falls on a weekend, the day off with pay will be provided within thirty (30) days following the employees next scheduled working day, by mutual consent.

20.06 Employees whose ethnic, religious or spiritual affiliations may lead them to substitute these holidays, must arrange this with their Supervisor. This alternative day will be granted without pay. This arrangement will be made only in the case of employees whose ethnic, religious or spiritual status does not correspond to the public holidays in Article 20.01.

ARTICLE 21 - HEALTH AND WELFARE

21.01 a) The Employer agrees to share the cost of the plan as outlined in the Taking Care Booklet, and as amended from time to time, for all eligible employees.

- b) The benefits and plans of insurance referred to in this section are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The master contract shall be controlling in all matters.

Employees should refer to the Taking Care Benefits booklet for details.

The Employer shall reimburse for a vision examination for up to one hundred (\$100.00) dollars, every 24 months when provided with a receipt for eligible plan members only. Every effort will be made to execute the repayment within a three (3) week period.

- 21.02** It is agreed that the Employer may change the carrier of the plan provided there is no reduction in benefits.
- 21.03** The Employer will provide the Union with advance notice of any changes in the terms of the plan where possible.
- 21.04** The Employer agrees to pay one hundred percent (100%) of the Employer Health Tax or equivalent basis medical coverage.
- 21.05** Notwithstanding anything else contained in this Agreement, The Salvation Army will continue the benefits for the period of accumulated credits as herein provided relating to sick leave, vacation and health and welfare program while the employee is either:
- a) on sick leave for 680 hours - after which long term disability will apply as per the plan. When sick time ends the employee is responsible to assume both the employees and Employer's portion of the premium;
 - b) while an employee is receiving Workers' Compensation, the Employer will continue to pay its portion of the premiums; for 12 months or as per legislation;
 - c) Employees who regularly work 25 hour a week or more are eligible for all health and welfare benefits.

Employees who regularly work more the 30 hours a week are eligible for LTD benefits.

ARTICLE 22 - SICK LEAVE

- 22.01** The accumulation of sick leave hours will be determined by the employee's regular paid hours (any substitution of regular paid hours, such as paid sick leave, bereavement, vacation leave is included). Eligible employees will earn one (1) sick leave hour for each twenty-two (22) regularly scheduled hours to a maximum of six-hundred and eighty (680) hours.
- 22.02** Employees who have completed the probationary period shall be credited with sick days accumulated as per above from the date of last hiring.

22.03 Sick leave credits will be used up on the basis of one (1) day credit for each working day absent as a result of illness or injury of the employee, such absences being recorded accurately to the nearest half day.

22.04 Sick leave credits may be used commencing on the first day of an absence.

22.05 Appointments

Employees may use up to the number of hours in an employee's regular workday for the purpose of attending medical and/or dental appointments per calendar year. One (1) day sick leave credit will be deducted when accumulated time due to appointments in a calendar year is equivalent to one (1) regular workday. Time away from work for appointments beyond this limit will be unpaid. Despite this provision, employees are expected to make every effort to ensure appointments occur outside of working hours. When appointments cannot be made outside regular working hours, three (3) working days notice shall be given to the Employer unless it is an emergency.

22.06 Sick leave credits shall not be paid to an employee due to an injury covered under the *Workers' Compensation Act*.

22.07 An employee may be required by the Employer, to produce proof of illness or proof they are fit to return to work in the form of a certificate signed by a legally qualified medical practitioner for any absence due to illness of three (3) or more days. The medical certificate shall include prognosis, expected return to work, and any restrictions required. The Employer will reimburse the employee, upon proof of payment, the cost of a Doctor's note.

22.08 During a layoff, sick leave shall not accumulate.

22.09 Notice of absence must be given for each shift the employee will miss, except in cases where a medical practitioner has specified the duration of incapacity, or where the employee's supervisor has agreed that the employee need not call before each shift.

Employees calling in an absence for day shift shall give at least 2 hours notice if possible. Employees calling in an absence for afternoon or night shifts shall give at least 4 hours notice if possible.

22.10 Accumulated sick leave credits will not be paid to employees on termination of employment.

22.11 Where staff are unable to complete a portion of a shift due to illness, such absence will be deducted from sick leave credit and shall be counted as hours missed.

ARTICLE 23 - RETIREMENT BENEFITS

- 23.01** The Employer agrees to provide the group Registered Retirement Savings Plan to all eligible employees.
- 23.02** Employees who in the month in which they reach the age of seventy (70) shall receive two (2%) percent of their gross wage (provided they work twenty-five (25) hours or more a week) less all deductions in lieu of Health & Welfare Benefits.

ARTICLE 24 - JOB CLASSIFICATION/JOB DESCRIPTION

- 24.01** a) The Employer agrees to develop and maintain job descriptions for all positions and classifications for which the Union is bargaining agent. Such job descriptions shall be reviewed with the Union when first introduced.
- b) Existing classifications shall not be eliminated without prior notice to the Union.

ARTICLE 25 - MISCELLANEOUS

25.01 Pay will be provided by direct deposit for all employees.

25.02 Errors on Pay Cheques

In the event of an error made by the Employer, on an employee's pay, the Employer shall provide payment for the shortfall within the next pay statement from the date it is notified of the error. Should said notification come to the Employer after the cut-off date for payroll, the Employer will notify the Employee and the Unit Chair for the local via email of the date the payment will be paid to the Employee.

25.03 Training and Recertification

The Employer continues to provide First Aid/CPR/Naloxone and non-violent crisis intervention on an on-going basis for all Employees. Employer will provide training sessions two (2) times a year.

25.04 The Employer will review any proposed training requests (i.e., workshops, seminars, etc) from Employees. If the Employer feels it is relevant to the workplace, the Employer will cover the cost.

25.05 If a full-time Employee wishes to undertake any formal training or educational course that is of benefit to the Facility, a written submission must be made to the supervisor or their designate.

An employee must declare their intention of continuing service with their present Employer. Should the employee's employment terminate at the volition of the employee

within two (2) years of completion of these studies, the employee agrees to reimburse the Employer on a pro-rated basis.

Reimbursement for the cost of approved training/educational courses will be on the following basis:

Upon approval - 75% of the cost.

Upon successful completion - 25% remaining cost.

25.06 Travel Expenses and Parking Reimbursement

- a) A program vehicle will be used for Centre related tasks. If a vehicle is unavailable, Employees must receive authorization form their supervisor to use their personal vehicle.
- b) Employees will be reimbursed for mileage at the rate of sixty-five cents (\$0.65) per kilometre.
- c) The Employer will reimburse Employees (upon presentation of a parking receipt) for parking expenses incurred for work related activities.
- d) The Employee must submit the mileage requested and parking receipts during the month for which their personal vehicle was utilized.

ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE

26.01 A Labour-Management Committee shall be established consisting of one (1) shop steward and Unit Vice-President per committee (the CUPE Representative may attend with invitation) and up to two (2) representatives of management shall meet upon a mutually agreed to basis, but not more often than every three (3) months. The committee may meet more often by agreement of the parties. The purpose of the committee shall be to discuss matters of mutual concern. The time spent by employee members of the Committee at meetings shall be considered to be time worked.

Agenda items for the meeting shall be submitted to the committee members no less than three (3) days prior to the scheduled meeting.

Minutes for all labour management committee meetings will be recorded and distributed to all committee members prior to the next scheduled meeting.

The parties agree to establish this committee within 60 days of ratification.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Employer agrees to supply and make available a bulletin board to the Union for posting of seniority lists and notices pertaining to the Union and the Employer and its

employees. It is agreed that no notice will be posted on the bulletin board without prior approval of the Employer.

ARTICLE 28 - PERSONNEL FILE

- 28.01** An employee may request, in writing, an opportunity to view their personnel file in the presence of their supervisor or delegated representative. The request shall be made five (5) working days in advance of the review. The information the employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.
- 28.02** Letters of disciplinary nature will be removed after eighteen (18) months if the employee has not received any further letters of disciplinary nature for an eighteen (18) month period.
- a) It is the intention of the Employer to be supportive of the employees in the matters of public relations. Letters of complaint on file (written reports from residence, clients, public, donors or store customers) along with the employee's version of the complaint shall be removed after six (6) months if no further incidents occur.

ARTICLE 29 - NEW CLASSIFICATION

- 29.01** Where a new classification, which is covered by this Agreement, is established by the Employer and no rate for such classification is provided in the within Agreement, the Employer will determine the rate of pay for such new classification with reference to rates of pay for other positions covered in this Agreement and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate is given by the Employer.

ARTICLE 30 - PRINTING OF AGREEMENT

- 30.01** The parties agree that they will equally share the cost of printing the Collective Agreement by a printer acceptable to the two parties.

ARTICLE 31 - JOINT HEALTH AND SAFETY COMMITTEE

- 31.01** The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness. The parties agree that the provisions and maintenance of safe and healthy work require compliance with all duties and responsibilities under the Occupational Health and Safety Act and the regulations and may include the implementation of standards and practices above minimum legislative requirements.

- 31.02** Employees have a right to a safe workplace, free from all forms of violence and harassment. Violence is not part of the job, neither is it an expectation or requirement of employment. They have the right to refuse unsafe work in the circumstances, including violent situations, without reprisal or discipline.
- 31.03** The Employer must have a workplace violence policy and, in consultation with the JHSC, shall develop, implement and maintain a workplace violence program, with measures and procedures to protect the health and safety of employees from the risk identified by regular assessments of the work.
- 31.04** The Employer shall eliminate or, if that is not practicable, minimize to the lowest level practicable the risks of violence at the workplace.
- 31.05** Employees shall be provided the means and time during the workday to report any and all incidents of violence at work by completing the required health and safety incident report forms. An employee shall receive cooperation and assistance from management when reporting an incident of violence at work.
- 31.06** Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee one (1) representative selected or appointed by the Union from among bargaining unit employees.
- 31.07** The Committee shall identify potential dangers and hazards, recommend means of improving health and safety and recommend actions to be taken to improve conditions related to safety and health.
- 31.08** The Committee shall meet once every two (2) months at the workplace and shall maintain minutes of all meetings.
- 31.09** Any representative appointed or selected shall serve for a term of one (1) calendar year from the date of appointment, which may be renewed for further periods of one (1) year. Any representative attending meetings of the Committee during their scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 31.10** The Union agrees to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 31.11** The employer agrees to adhere to the OHSA's requirements in regards to payment for all obligations of JHSC Committee Members.

ARTICLE 32 - DURATION AND TERMINATION

- 32.01** This Agreement shall continue in effect until the 31st day of March 2028, and thereafter from year to year unless amended through negotiations.
- 32.02** Notice of intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto

shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement unless otherwise agreed by the parties.

Signed at electronically this 12th day of November, 2025

For the Employer


James Vuolo (Nov 13, 2025 08:29:40 EST)

Josie Delpriore
Josie Delpriore (Nov 12, 2025 16:11:03 EST)

Sonia Mojtabehi
Sonia Mojtabehi (Nov 12, 2025 16:15:23 EST)

For the Union


Jeff Dumais (Nov 13, 2025 06:26:24 EST)

Evy Mueller
Evy Mueller (Nov 12, 2025 16:34:15 EST)


Tracy St. Martin (Nov 12, 2025 16:22:57 EST)

SCHEDULE "A" - WAGES

POSITION	CURRENT	April 1, 2025 \$0.85/hr	April 1, 2026 \$0.85/hr	April 1, 2027 \$0.85/hr
Senior Case Worker	\$23.98	\$24.83	\$25.68	\$26.53
Case Worker	\$22.93	\$23.78	\$24.63	\$25.48
Senior Primary Worker	\$23.59	\$24.44	\$25.29	\$26.14
Primary Worker Weekend Nights	\$21.88	\$22.73	\$23.58	\$24.43
Primary Worker	\$21.35	\$22.20	\$23.05	\$23.90

Premium Pay

Midnight Shifts - increase to \$0.60/hour – Effective date ratification

Weekend Shifts – increase to \$0.60/hour – Effective date ratification

LETTER OF UNDERSTANDING #1

Between

The Salvation Army Ellen Osler Home
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1041-01
(hereinafter referred to as "the Union")

Re: STAND-BY SHIFT

The Case Worker position is required to be on stand-by from Friday at 5 pm to Monday at 7 am. Employees on stand-by shall be paid a flat rate of ninety dollars (\$90.00) for being on stand-by, in addition to their regular rate of pay when called in to work. Employees who are required to be on stand-by on a statutory holiday falling outside the above period will be paid a flat rate of thirty dollars (\$30.00) in addition to their rate of pay under article 20 of the collective agreement when called in to work.

This letter of understanding shall be in effect for the life of this collective agreement unless amended or withdrawn by mutual agreement between the Union and the Employer.

Signed at electronically this 12th day of November, 2025.

For the Employer


James Mueller (Nov 13, 2025 08:29:40 EST)

Josie Delpriore
Josie Delpriore (Nov 12, 2025 16:11:03 EST)

Sonia Mojtabedi
Sonia Mojtabedi (Nov 12, 2025 16:15:23 EST)

For the Union


Jeff Dunning (Nov 13, 2025 06:26:24 EST)

Evy Mueller
Evy Mueller (Nov 12, 2025 16:34:15 EST)


Tracey St. John (Nov 12, 2025 16:22:57 EST)

LETTER OF UNDERSTANDING #2

Between

The Salvation Army Ellen Osler Home
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1041-01
(hereinafter referred to as "the Union")

Re: TRUTH AND RECONCILIATION DAY

The Union and the Employer agree that where The Salvation Army provides a day off with pay to employees in recognition of Truth and Reconciliation Day, the employees of Ellen Osler Home shall receive the day off with pay or another day off in lieu. If The Salvation Army determines to permanently recognize Truth and Reconciliation Day in its policies, it will be added to the collective agreement.

Signed at electronically this 12th day of November, 2025.

For the Employer

(Nov 13, 2025 08:29:40 EST)

Josie Delpriore
Josie Delpriore (Nov 12, 2025 16:11:03 EST)

Sonia Mojtabedi
Sonia Mojtabedi (Nov 12, 2025 16:15:23 EST)

For the Union

(Nov 13, 2025 06:26:24 EST)

Evy Mueller
Evy Mueller (Nov 12, 2025 16:34:15 EST)

(Nov 12, 2025 16:22:57 EST)

LETTER OF UNDERSTANDING #3

Between

The Salvation Army Ellen Osler Home
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1041-01
(hereinafter referred to as "the Union")

Re: WORKING ALONE

The Union and the Employer agree to include Working Alone Policy as a standing item on the JHSC agenda. The Working Alone Policy and Program shall be reviewed on a regular basis. Any concerns brought forward will be addressed at the next labour-management meeting.

Signed at electronically this 12th day of November, 2025.

For the Employer



James Gaulton (Nov 13, 2025 08:29:40 EST)

Josie Delpriore

Josie Delpriore (Nov 12, 2025 16:11:03 EST)

Sonia Mojtahedi

Sonia Mojtahedi (Nov 12, 2025 16:15:23 EST)

For the Union



Jeff Burford (Nov 13, 2025 06:26:24 EST)

Evy Mueller

Evy Mueller (Nov 12, 2025 16:34:15 EST)



Tracey St. Jean (Nov 12, 2025 16:22:57 EST)

LETTER OF UNDERSTANDING #4

Between
The Salvation Army Ellen Osler Home
(hereinafter referred to as "the Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1041-01
(hereinafter referred to as "the Union")

Re: NALOXONE

Opioids and Naloxone Administration

The Employer recognizes their broad duties under the Occupational Health and Safety Act, which include acquainting workers and supervisors with the hazards in their work and provide training, education, and supervision to protect the health and safety of workers. The Employer shall take every precaution reasonable in the circumstance to protect workers from exposure to opioids and injury or illness that may arise in administering naloxone. The Employer shall develop, implement and maintain a written policy and program for Opioids and Naloxone Administration. The policy and program shall be reviewed on a regular basis

The Employer's program for Opioids and Naloxone Administration shall, at a minimum address:

- Risk assessments
- Opioid overdose and response
- Naloxone acquisition and replacement
- Defined staff roles and expectation
- Worker training and competency retention
- Risks of workplace violence
- Personal protective equipment
- Incident reporting and documentation
- Employee debriefing and support
- Any other legislated requirements

The Employer shall ensure that a risk assessment is conducted before implementing the program and shall consider,

- Whether clients or others that workers interact with are at risk of opioid overdose
- Workers exposure to and side effects of opioid exposure
- Hazards (physical, biological, chemical, ergonomic, psychosocial and safety) that may arise in naloxone intervention and administration
- The readiness of workers to participate in training and administration of naloxone
- Consultation with professionals (e.g. public health, emergency responders) regarding naloxone and its proper usage.

Signed at electronically this 12th day of November, 2025.

For the Employer


James Moulton (Nov 13, 2025 08:29:40 EST)


Josie Delpriore
Josie Delpriore (Nov 12, 2025 16:11:03 EST)

Sonia Mojtahedi
Sonia Mojtahedi (Nov 12, 2025 16:15:23 EST)

For the Union


Jeff Durkin (Nov 13, 2025 06:26:24 EST)

Evy Mueller
Evy Mueller (Nov 12, 2025 16:34:15 EST)


Tracey St. John (Nov 12, 2025 16:22:57 EST)

LETTER OF UNDERSTANDING #5

Between
The Salvation Army Ellen Osler Home
(hereinafter referred to as "the Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1041-01
(hereinafter referred to as "the Union")

Re: BENEFITS

The parties identified benefits as being of particular importance, particularly the areas of vision, dental, and chiropractic coverage.

If during the term of this Collective Agreement, the Employer amends the benefits contract with any carrier, the union can either agree to the new benefits contract entitlements or choose to remain status quo with the current benefit plan.

In the event there is a change of carrier and/or changes to entitlements, the Employer and the Union will meet to discuss.

Signed at electronically this 12th day of November, 2025.

For the Employer


James Moulton (Nov 13, 2025 08:29:40 EST)

Josie Delpriore
Josie Delpriore (Nov 12, 2025 16:11:03 EST)

Sonia Mojtabedi
Sonia Mojtabedi (Nov 12, 2025 16:15:23 EST)

For the Union


Jeff Durnell (Nov 13, 2025 06:26:24 EST)

Evy Mueller
Evy Mueller (Nov 12, 2025 16:34:15 EST)


Tracy S. Rain (Nov 12, 2025 16:22:57 EST)