



COLLECTIVE AGREEMENT

- between -

MUC SHELTER CORPORATION
C.O.B. SOJOURN HOUSE
(hereinafter referred to as "the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 3798-04
(hereinafter referred to as "the Union")

Expiry Date

January 1, 2026- December 31, 2028

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the parties. It is the desire of both parties to cooperate in building and maintaining a harmonious relationship between the Employer and its employees and to settle amicably differences or grievances which may arise from time to time under this Agreement in a manner hereinafter set out.
- 1.02 The parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective and efficient delivery of all programs of the Employer. The parties also share a desire to promote the morale and well being of all members of the bargaining unit. Accordingly, the parties are determined to establish an effective and efficient working relationship between the Employer and the employees covered by this Agreement.
- 1.03 The employees in the bargaining unit recognize the Employer's responsibility to meet the needs of its clients in the community. The employees in the bargaining unit will therefore cooperate with the Employer's attempts to satisfy its clients' needs and will cooperate with the Employer's efforts to improve the efficiency of delivering service to its clients in the community.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of MUC Shelter Corporation c.o.b as Sojourn House in the City of Toronto, save and except Administrative Assistant, Shelter Supervisor and persons above the rank of Shelter Supervisor.
- For purpose of clarity, it is agreed that students on a co-operative work placement who complete a placement without remuneration and volunteers at Sojourn House are not employees and as such are not subject to the terms and conditions of the Collective Agreement.
- 2.02 The Employer agrees that the use of volunteers or other non-bargaining unit persons shall not result in the layoff or the reduction of regular hours of work of bargaining unit employees.
- 2.03 No bargaining unit employee shall be laid off as a result of the Employer contracting out work that has normally been performed by bargaining unit employees.
- 2.04 A regular full-time employee is an employee who has completed their probation period and who is scheduled to work a minimum of thirty-seven and a half (37.5) hours per week on a regular and recurring basis. Such employee does not include a contract employee as defined in this Article.
- 2.05 A regular part-time employee is an employee who works a regular schedule of not more than twenty-four (24) hours per week on average. Such employee does not include a contract employee or a relief employee as defined in this Article.

2.06 Contract Employees

- a) A contract employee is an employee who is hired for a specific term of employment not to exceed twelve (12) months to replace an employee who is absent from work because of an approved leave of absence expected to last over ninety (90) calendar days, or to replace an employee who is absent from work due to W.S.I.B. disability, sick leave, or long term disability.
- b) A contract employee is also an employee who is hired for a specific term not to exceed twenty-four (24) months to work on a special project which is funded by special grant(s) provided to the Employer, including a person hired under a government job creation or training grant. Such employee does not include a regular full-time employee, a regular part-time employee or a relief employee as defined in this Article.
- c) The Employer will inform the Union in writing of the circumstances giving rise to the vacancy in advance of posting.
- d) Article 15 (Layoff and Recall), Article 18 (Leaves of Absence), Article 20 (Benefits), Article 22 (Vacations), do not apply to contract employees as well as any other Articles in this Agreement which specifically exclude contract employees.

A contract employee will be entitled to five (5) sick days per calendar year on a pro-rated basis if the contract is for less than one (1) year.

- e) A contract employee's employment may be terminated at any time without just cause if the Employer provides the contract employee with one week's notice of termination. A contract employee's employment shall be deemed to be terminated at the end of their agreed term of employment.
- f) If the term of employment of a contract employee hired under (b) above exceeds two (2) years, the employee will be confirmed as a permanent employee and will gain seniority which shall be retroactively established, effective the last date of hire.

2.07 Relief Employees

- a) A relief employee is an employee who is employed irregularly on a relief basis as and when requested by the Employer and may elect to work or not when requested to do so. Relief employees may be assigned to fill temporary vacancies (including vacations) and leaves of absences expected to last up to ninety (90) calendar days, and to fill other vacancies on a temporary basis until the posting process is completed. Such employees shall not work more than fifteen (15) hours per week on average during each calendar year. Such employee does not include a regular full-time employee, a regular part-time employee or a contract employee as defined in this Article.
- b) The parties have developed a "Relief Protocol" specific to the 24/7 Shelter Program, attached hereto and forms part of this Agreement, which shall govern the assignment of relief employees.
- c) Relief employees are responsible for advising their direct supervisor(s) in writing through Sojourn House email of their current address, contact telephone number and

- their availability. The most recent telephone number will be deemed the correct telephone number for all purposes including scheduling.
- d) A relief employee who is unavailable for an assignment for more than three (3) months shall be removed from the relief list and deemed terminated from employment for all purposes.
 - e) Article 15 (Layoff and Recall), Article 18 (Leaves of Absence), Article 20 (Benefits), Article 21 (Paid Holidays, with the exception of Article 21.01), and Article 23 (Sick Leave) do not apply to relief employees as well as any other Articles in this Agreement which specifically exclude relief employees.
 - f) Leaves in accordance with the *Employment Standards Act, 2000*, S.O. 2000, as amended (“the ESA”), are to be requested in writing by the Relief Employee and consented to by the Employer in writing at least three (3) weeks in advance of the requested leave (except in cases of emergency). The letter to the direct supervisor shall indicate the reason for the leave of absence, the date of departure and the date of return, copied to the Union.
 - g) For the 24/7 Shelter Program workers as follows: Settlement Counsellors; Weekend Support Workers; Overnight Support Workers; Overnight Security Workers; Cooks and Custodians it is understood that relief workers are to be scheduled to fill in for vacant shifts due to illness, vacation, other leaves of absences and/or job vacancies.
- 2.08 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative(s), which may conflict with the terms of this collective agreement.
- 2.09 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.
- 2.10 Union Officers, Union Stewards and members of committees shall be entitled to leave their work during working hours in order to carry out their respective functions under this agreement, namely: meet with new employees under Article 4.06 b attend as the Union representative at Labour Management Committee meetings under Article 5; attend complaint meetings under Article 7; prepare written grievances and attend grievance meetings under Article 7; attend meetings under Article 9; and meetings under Article 15 of this Agreement. Permission to leave work during working hours for such purposes must first be obtained from their immediate supervisor. Such permission shall not be unreasonably withheld and is subject to operational needs and service requirements. There shall be no loss of pay for any time spent in performing such union duties.
- 2.11 A representative of the Canadian Union of Public Employees may assist the Union when meeting or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement provided that they provide the Executive Director (or designate) with at least four (4) hours' notice in advance of the planned arrival stating the reasons for their attendance.

- 2.12 Upon commencing employment, an employee must advise the Employer in writing of their home address, personal email address, and telephone number. It shall be the duty of each employee to notify the Employer in writing promptly of any change in their home address, email address and/or telephone number. If an employee fails to do this, the Employer will not be responsible for failure of any notice to reach such employee.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this Agreement on the basis of any prohibited ground which is prescribed by the Ontario Human Rights Code; that is, because of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status) gender identity, gender expression, receipt of public assistance (in housing only), record of offences (in employment only), sex (including pregnancy and breastfeeding) and sexual orientation.
- 3.02 The Employer and the Union agree that there will be no discrimination, intimidation, restraint or coercion exercised or practised with respect to any employee by reason of their membership or activity in the Union, or non-membership or lack of activity in the Union.

ARTICLE 4 - UNION SECURITY AND UNION MEMBERSHIP

- 4.01 The parties hereto agree to compulsory check-off of Union dues for all employees who come within the bargaining Unit. The amount to be deducted shall be the regular union dues as established by the Union, or assessments reviewed by the Union.
- 4.02 Union dues shall be deducted from an employee's pay bi-weekly and shall be forwarded to the Union by the fifteenth (15th) of the following month.
- 4.03 The Employer shall forward dues deductions to the National Secretary-Treasurer of the Union, along with a list of all bargaining unit member information, the gross wages earned and dues deducted during the month, with a copy to the Local Secretary-Treasurer.
- 4.04 The Employer will at the time of making the first remittance supply the Local Union with a statement showing the names, addresses, phone numbers and classifications of employees. The Employer will indicate on subsequent remittances any hiring's, transfers, promotions, lay-offs, recalls, resignations, retirements, deaths and terminations of employment, any changes in addresses and/or phone numbers, and the address and phone number of any new employee(s) during the month.
- 4.05 When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the calendar year from the employee's wages pursuant to this Article.

- 4.06 a) The Employer agrees to advise potential bargaining unit employees of the fact that the Union has bargaining rights and that such employees will be subject to the Union Security and Dues check-off provisions of any collective agreement that may be in effect from time to time.
- b) The Employer agrees to provide a Union Steward or designate from Local 3798 with an opportunity to interview new employees for a period of up to thirty (30) minutes, during working hours. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meetings will be held as a group session at Sojourn House within the first thirty (30) days of the employee's employment, without additional compensation or loss of compensation to either the Steward or the new employee(s). Where a new employee cannot attend the group session, or where a Union Steward is not scheduled on the day of the group session, the employee's manager will schedule an individual session of up to thirty (30) minutes with an available Steward.
- 4.07 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director (or designate), the site Stewards for CUPE Local 3798-04 and the Secretary of the Union (Local 3798) with a copy to the CUPE National Representative.
- 4.08 The Employer shall place a bulletin board in the workplace so all employees will have access to it. The Union shall have the right to post notices of Union meetings or functions, as well correspondence, policies, directives, training and updates from CUPE National. All other notices the Union wishes to post are subject to prior approval by the Executive Director (or designate), which approval shall not be unreasonably withheld.
- 4.09 The Union agrees to indemnify and save the Employer harmless from any and all claims, demands and expenses, which may be made against it by an employee or employees for amounts deducted from pay made in accordance with this Article.

ARTICLE 5 - LABOUR MANAGEMENT RELATIONS

5.01 Labour-Management Committee

- a) A Labour-Management Committee will be established consisting of two (2) Employer representatives and two (2) Union representatives. An Employer representative and a Union representative shall act as Co-Chairpersons. The Co-Chairpersons shall alternate in acting as Chairperson of the meetings.
- b) The Committee will meet at least once every two (2) months, or more frequently if mutually agreed, at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees, excluding grievances or matters pertaining to negotiations. The Committee may make recommendations to the parties with respect to the discussion in Committee meetings.

- c) Matters for the agenda may be submitted by either party and submitted to the Co-Chairperson responsible for chairing that meeting. All members will be provided with the agenda at least two (2) working days in advance of the meeting. Additional items may be added to the agenda, by mutual agreement of the Co-Chairpersons.
- d) The Employer will take minutes at each meeting. Draft minutes of each meeting will be prepared as soon as possible after the close of the meeting and provided to Committee members. Once the minutes have been approved and signed by the Chairpersons, they shall be posted in the workplace.
- e) Committee meetings shall not have duration of more than two (2) hours unless both Chairpersons agree to extend the meeting. Meetings will be held during the Union representative's scheduled working hours. Union representatives will be paid at their regular straight time rate of pay while in attendance at such meetings.

5.02 Stewards

- a) The Employer recognizes the right of the Union to appoint or otherwise elect up to two (2) employees as Union Stewards. To be eligible to serve as a Union Steward the employee must have completed their probationary period.
- b) The Union shall notify the Employer in writing of the names of its Stewards and the effective date of their appointment. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. The Union shall provide the Employer with a revised list as changes occur.

5.03 Negotiating Committee

The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) members of the Union, not more than two of which will be from any one program. Prior to the commencement of negotiations, the Union will advise the Employer in writing of the names of the Negotiating Committee members. The Union Negotiating Committee shall not suffer loss of pay for hours spent in negotiations with the Employer during ~~normal~~ regularly scheduled working hours.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The operation and management of the Employer and the direction of its employees are fixed exclusively with the Employer and, without restricting the generality of the foregoing; it is the exclusive function of the Employer to:
- a) Maintain order, discipline, and efficiency;
 - b) Select, hire, assign duties, schedule, direct, transfer, promote, demote, classify, transfer, layoff, recall, discharge, suspend or otherwise discipline for just cause, subject to the right of the employee to grieve to the extent and manner provided in this Agreement;
 - c) Determine the nature and kind of service provided by the Employer, the kinds and locations of services provided, the materials and equipment used, the

methods and techniques of work, the hours of work, the schedules and procedures of work, the number of employees to be employed, the content of jobs, classifications and the qualifications for positions, the standards of performance, and the extension, limitation, curtailment or cessation of operations;

- d) Establish, enforce and alter from time-to-time reasonable rules, regulations, policies and procedures to be observed by all employees.

6.02 The Employer agrees that in exercising its rights as set out in Article 6.01 it will not act in a manner inconsistent with the provisions of this Agreement.

6.03 No practices, customs or other terms and conditions in effect prior to the coming into force of this Agreement shall continue unless negotiated and expressly specified in this Agreement.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 A grievance shall be defined as any difference between the parties arising out of the interpretation, application, administration or alleged violation of the collective agreement, including whether the matter is arbitrable. All grievances shall proceed according to the following steps. At each step of the grievance procedure, the grievor shall have the right to be present.

7.02 Informal Complaint

It is the mutual desire of the parties that the grievance be adjusted to the satisfaction of both parties as frequently as possible. In this regard, the employee is encouraged to seek to settle the dispute informally with their immediate supervisor and the employee may elect to have Union representation present. An employee shall meet with their supervisor within five (5) working days after the circumstances giving rise to the complaint having occurred. It is understood that an employee has no grievance until they have first given the Employer an opportunity to adjust the complaint.

7.03 Formal Written Grievance

a) Step 1

If a complaint is not settled informally at the informal complaint stage, the Union may submit a written grievance to the employee's Supervisor (or designate) within ten (10) working days after the informal complaint meeting under Article 7.02. The Supervisor (or designate) shall provide a written response to the employee and copied to the Union, within ten (10) working days following submission of the formal written grievance.

b) Step 2

Within ten (10) working days following the decision under Step 1, the Union may submit the written grievance to the Executive Director (or designate). A meeting will be held within ten (10) working days of the submission between the Executive Director (or designate) and the Union. The Grievor may elect to be

present at this meeting upon request of the Union. The Executive Director (or designate) shall provide a written response within ten (10) working days of the meeting to the Union.

7.04 The written grievance shall set out the nature of the grievance, the date of the alleged violation(s) of the Agreement, the Article(s) of the Agreement alleged to be violated, the redress sought and shall be dated and signed by the grievor.

7.05 Group Grievance

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by the Union on behalf of the group in accordance with Formal Written Grievance Article 7.03 a). Such a grievance shall then be processed within the framework of the grievance procedure with the understanding that the Union will select no more than two (2) employee(s) as a representative(s) of all the affected employees at any and all grievance meetings held in accordance with Articles 7.02 and 7.03 and no more than one employee as a representative at any other hearings held in conjunction with the grievance or grievances.

7.06 Policy Grievance

The Union and the Employer shall have the right to initiate a policy grievance where a dispute involving a question of general application or interpretation occurs at Step No. 2, in accordance with Formal Written Grievance Article 7.03 b), all provisions of the grievance and arbitration procedures shall apply to such grievances, provided it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred, or ought reasonably to have come to the attention of the grieving party.

7.07 The time allowances provided in this Article may be extended by mutual agreement of the parties in writing. For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, in determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

7.08 Arbitration Process

- a) When either party wishes to submit a grievance to arbitration, it shall inform the other party within twenty (20) working days of the receipt of the written decision at Step 2, in accordance with Formal Written Grievance, Article 7.03 b) of the grievance procedure.
- b) The parties shall mutually agree to the use of a sole arbitrator and the provisions of this Article shall then apply with any appropriate revisions.
- c) The decision of the sole arbitrator, constituted in the above manner shall be final and binding on both parties.
- d) The Board shall not have the power to alter or change any of the provisions of this Agreement.

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

7.09 Where no answer is given within the time limits specified in this Article, the other party shall be entitled to submit the complaint or grievance, as the case may be, to the next step in the grievance procedure.

7.10 If no written request for arbitration is received within the time limits set out in Article 7.08 a), the grievance shall be deemed to have been abandoned and not eligible for arbitration.

ARTICLE 8 - NO STRIKES/NO LOCKOUTS

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

ARTICLE 9 - DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 An employee who has completed probation who is receiving written notice of discipline, suspension or discharge shall have the right, if they so request, to the presence of a Union Steward or other elected Union representative. The Employer shall advise the employee of this right in advance of the meeting. Any written notice of discipline, suspension or discharge shall be copied to the Union and to the employee's personnel file.

9.02 In the event an employee who has completed probation is disciplined, suspended or discharged from employment and the employee feels that the discipline, suspension or discharge is unjust, the case may then be taken up as a grievance. Such a grievance shall proceed directly to Step 1 of Article 7.03 a) within five (5) working days after notice of the discipline or suspension was given. Discharge grievances shall proceed directly to Step 2 of Article 7.03 b) within five (5) working days after notice of the discharge was given.

9.03 For purposes of clarity, it is understood and agreed that notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties. This is subject to the protections allowed in Article 3.

ARTICLE 10 - PERSONNEL FILES

10.01 Upon giving two (2) days advance notice to the Executive Director, an employee shall be permitted to review their personnel file in the presence of the Executive Director (or designate). It is understood that such files shall be kept under lock and key at all times and are of a confidential nature. If requested, the Employer shall provide the employee with a copy of any material in the file, if they have not previously been provided with a copy of such material.

- 10.02 A disciplinary notice that is given to an employee shall be removed from the employee's file after twenty (20) months from the date that it was issued, provided that the employee has not been disciplined in any way for any reason during the said twenty (20) month period.
- 10.03 Performance appraisals will be completed on an annual basis. A form reflecting the input of both the employee and the supervisor will have provision for signature by both parties, including any statement made by the employee where there is a disagreement. A copy of the signed appraisal will be provided to the employee.

ARTICLE 11 – SENIORITY

- 11.01 Seniority for regular full-time employees shall be defined as an employee's length of service since the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification of the Union.

Regular part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours worked in the bargaining unit as of the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification of the Union.

Relief employees will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours worked in the bargaining unit as of the last date of hire in the bargaining unit and will include service with the Employer prior to the date of certification of the Union.

- 11.02 Seniority will operate on a bargaining unit wide basis unless specified otherwise in this Agreement.
- 11.03 The seniority list posted by the Employer in accordance with Article 11.04 shall contain each regular full-time employee's current classification and the date when each employee's employment commenced, and each regular part-time employee's classification and the number of hours worked in the bargaining unit. Where two (2) or more regular full-time employees commence work on the same day, seniority shall be determined by the date of application for employment.
- 11.04 An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January of each year. The seniority list will be deemed to be accurate unless any employee disputes the accuracy of their seniority list within ten (10) days of such posting, in which case the employee's seniority date will be subject to adjustment if another date is established to be accurate.
- 11.05 An employee will not accumulate seniority or be placed on the seniority list until they have successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list, and they will be credited with seniority equal to the probationary period.

ARTICLE 12 - LOSS OF SENIORITY

- 12.01 An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated if they:
- a) Voluntarily resign, unless rescinded within one (1) working day;
 - b) Is discharged for just cause and is not reinstated under the terms of this Agreement;
 - c) Is laid off for a period of more than twelve (12) months;
 - d) Is absent from work for three (3) consecutive working days without notifying the Employer within that period, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer;
 - e) Fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is provided to the Employer;
 - f) Engages in gainful employment without authorization while on an approved leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted;
 - g) Fails to contact the Employer within two (2) days of receipt of a recall notice in accordance with Article 15.08;
 - h) Fails to report for and/or complete two (2) relief assignments unless the failure to report for and/or complete two (2) relief assignments, were for reasons beyond the control of the relief employee.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

- 13.01 If a new position is created in the bargaining unit, or a permanent vacancy occurs in the bargaining unit, or a temporary vacancy expected to last more than ninety (90) calendar days occurs in the bargaining unit, the Employer will post the new position or the vacancy, as the case may be, for at least seven (7) calendar days.
- 13.02 The job posting will include the classification, location, qualifications, hours of work and wage rate, and a copy shall be provided to the Union. Such qualifications shall be those necessary to perform the job functions and shall not be established in an arbitrary or discriminatory manner.
- 13.03 Where the qualifications, skills, ability and performance of two (2) or more applicants are relatively equal, the applicant with the most seniority will be offered the position.
- 13.04 The successful applicant shall be advised, in writing, of their appointment, with a copy to the Union. Unsuccessful candidates will also be advised in writing. Upon request of the employee, general feedback related to areas for improvement for future postings will be provided in writing within (ten) 10 business days.

13.05 Trial Period

The successful applicant provided they were a member of the bargaining unit at the time of the posting, shall be given a trial period of up to sixty (60) days. In the event the successful applicant proves unsatisfactory in the position or fails to demonstrate the potential for success during the trial period, or if the position is not satisfactory to the employee, they shall be returned to their former position, wage or salary rate, without loss of seniority. Midway through the trial period, or earlier if needed, the employee and the manager will meet to discuss the employee's progress to date. Upon mutual agreement between the employee and the supervisor, the employee may be confirmed in the position prior to the completion of the trial period. Such confirmation must be in writing, with a copy provided to the Union's Unit Chair.

13.06 Transfer out of the Bargaining Unit

- a) The Employer agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who transfer to a position outside of the bargaining unit will not accumulate seniority while so employed. Such employee shall have the right to return to their position in the bargaining unit during their trial period, which shall be a maximum of sixty (60) days. Seniority will be reinstated upon return to bargaining unit employment, provided there has been no break in service with the Employer.
- b) Where an employee returns to a bargaining unit position after the sixty (60) day period above, they will have no seniority. However, they will be allowed their service with the Employer for the purpose of this Agreement.

ARTICLE 14 – PROBATION

14.01 The probationary period for full-time, part-time and casual relief employees shall be the earlier of 812.5 hours worked or one year from date of hire, provided that there is no interruption of active employment. In the event that an employee requires a leave from work prior to completing the probationary period, the probationary period will be extended by the length of the leave.

A probationary employee shall not have the right to grieve their termination, except where there is an alleged violation of Article 3.01. Article 18 (Leaves of Absence), Article 20 (Benefits) and Article 23 (Sick Leave) shall not apply to probationary employees.

14.02 The Employer will provide a performance appraisal of a probationary employee at least once prior to the midpoint of the probationary period.

14.03 On or before the expiry date of the probationary period, the Employer will confirm to the employee in writing, copied to the Union, the decision to:

- a) Confirm the appointment as having completed the probation;

- b) Extend probationary status for a probationary employee by no more than one hundred and sixty-two and one half (162.5) hours provided that the intention to extend probationary status is first discussed with the employee and the Union; or
- c) Terminate the employee, subject to Article 14.01.

ARTICLE 15 - LAY-OFF AND RECALL

15.01 In the event of a proposed layoff, including a reduction in the regular hours of work or the elimination of a position within the bargaining unit that results in a reduction of staff, the Employer will provide at least forty-five (45) calendar days advance notice to the Union. Following such notice, the Employer will meet with the Union within ten (10) calendar days to discuss the circumstances which led to the decision, the employees likely affected by the layoff and any suggestions the Union might have to avoid the layoff.

It is agreed that situations may occur where the forty-five (45) days' notice cannot be given. Where this is the case, the Agency will inform the Union as soon as the information becomes available to it.

15.02 Any employee being laid off will receive a notice of layoff in accordance with the Employer's obligations under the *Employment Standards Act, 2000*, S.O. 2000, as amended ("the ESA"). Such notice will be copied to the Union. The Employer will endeavour in all circumstances of layoff to provide additional written notice where reasonably possible.

15.03 In the event of a layoff, employees shall be laid off in reverse order of their seniority within their classification.

An employee in receipt of a layoff notice may:

- (i) Elect to bump the least senior employee within their classification. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the layoff provisions of this Agreement; or
- (ii) Elect to accept layoff and maintain recall rights, subject to the terms of this Agreement.

15.04 Employees shall continue to accumulate seniority while on lay-off, subject to Article 12.01 c).

An employee who has received notice of layoff may elect to take up to five (5) paid working days during the notice period to actively seek alternative employment. Such days shall be taken at a time mutually agreed upon by the employee and the Executive Director (or designate).

15.05 Employees on layoff shall be given preference for temporary vacancies within their classification, which are expected to exceed ten (10) working days, for which they are qualified and can perform the normal requirements of the job. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall

and may instead remain on layoff. Employees who accept such temporary vacancies will continue to retain their recall rights. The posting procedure shall not apply until those laid off have been given the opportunity of such temporary recall.

15.06 No full-time employee shall be laid off by reason of their duties being assigned to one or more part-time employees.

15.07 Employees shall be recalled to available permanent vacancies in order of seniority within their classification. The posting procedure shall not apply until those laid off have been given the opportunity of recall.

15.08 When recalling an employee from layoff, they shall be notified by registered mail and/or email currently on file with the Employer. The Employer may elect to provide notice by registered mail or by email, and once notice is sent by either means, it shall be deemed to be received three (3) days after it was sent to the employee. For the purposes of recall, it is the responsibility of the employee to provide the Employer with a current home mailing and email address. The employee must contact the Employer within two (2) days of receipt of the notice that they wish to return to work within ten (10) days.

If the employee is not immediately available for work, the employee with the next most seniority within the classification may be recalled on a temporary basis, subject to their right to decline such work, until the senior employee reports to work within the ten (10) day period.

15.09 New employees shall not be hired into a classification where an employee has been laid off until the recall procedure is complete.

15.10 Grievances concerning layoff and recall shall be initiated at Step No. 2, in accordance with Formal Written Grievance Article 7.03 b), of the grievance procedure.

15.11 In the event of a layoff of an employee, providing the carrier permits, the Agency shall pay its share of insured premiums for one (1) month after the month in which the layoff occurs. After such period, provided the carrier permits, the employee may elect to pay the premiums as long as they maintain recall rights.

ARTICLE 16 - HOURS OF WORK

16.01 Nothing in this Article shall be construed to constitute a guarantee of hours of work per day or per week.

16.02 The normal daily hours for regular full-time employees will be seven and one half (7½) hours per day and thirty-seven and one half (37½) hours per week Included in the seven and one half (7½) hours per day is a one-half hour (½) paid lunch break and two (2) paid rest periods of fifteen (15) minutes each (as provided for in Article 16.05).

The exceptions are the Overnight Workers and the *Grandfathered Cook, Felix Asiedu, whose hours shall be eight (8) per day and forty (40) hours per week, inclusive of a

one-half (½) hour paid lunch break and two (2) paid rest periods of fifteen (15) minutes each (as provided for in Article 16.05).

Overnight Workers whose hours shall be eight (8) per day and forty (40) hours per week, will have a paid running lunch, and two (2) paid rest periods of fifteen (15) minutes each.

- 16.03 The Employer will permit an employee to exchange shifts with another employee within the same classification/position and location up to a maximum of four (4) shift exchanges per month under the following conditions: that the shift change does not put either employee into an otherwise overtime situation; neither employee receives any additional pay as a result of the shift exchange; and residents have access to both male and female frontline staff within a twenty-four (24) hour period as a result of the shift exchange where possible. An employee shall provide the Employer with at least forty-eight (48) hours advanced notice of a request for a shift exchange, and such request will not be unreasonably denied.

Clarity Note: It is understood by the parties that there shall be no carry-forward of shift exchanges and the shift exchanges must occur within the same month.

It is agreed and understood that exchanges for a.m. to a.m. shifts does not constitute a shift exchange for the purposes of this Article.

- 16.04 The scheduling of hours of work for employees will be prepared by the Employer and posted in the workplace at least four (4) weeks in advance.

- 16.05 An employee will receive a one-half (½) hour paid lunch break, and two (2) paid rest periods of fifteen (15) minutes each at times approved by their supervisor, in respect of each completed normal daily hours of a full-time shift.

ARTICLE 17 - OVERTIME AND PREMIUM PAYMENT

- 17.01 Authorized hours of work in excess of an employee's regularly scheduled hours of work shall be compensated for on the following basis:
- a) The employee shall be entitled to compensatory time off at straight time for each hour worked in excess of the employee's regularly scheduled hours of work in a week up to forty-four (44) hours;
 - b) For any hours worked above forty-four (44) hours in a week, the employee may elect to be paid at time and a half of the employee's regular straight time rate or take compensatory time off at a rate of one and a half hours for each hour worked in excess of forty-four (44) hours per week;
 - c) Compensatory time will normally be taken no later than one (1) month after the month in which it is earned, failing which such time off will be scheduled by the Agency. An extension of up to one (1) month may be granted with supervisory approval. Compensatory time may be used in conjunction with vacation, subject to operational requirements.

17.02 Nothing in this Agreement shall allow for pyramiding of overtime premiums, compensatory time, or any other benefit under this Agreement.

17.03 Call Back

- a) Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next shift, they shall receive not less than the equivalent of three (3) hours compensatory time off at straight time for such additional work.

Employees who report to work as required and have no work to perform shall be paid a minimum of three (3) hours pay.

17.04 **Night Shift Premium**

Employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked where the majority of their scheduled hours fall between 11:30 pm and 7:30 am.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 General Leave of Absence

A leave of absence without pay of up to one (1) year shall mean an absence from work requested by an employee in writing and consented to by the Employer in writing. All requests for a personal leave of absence shall be made in writing at least three (3) weeks in advance of the requested leave (except in cases of emergency) to the Executive Director and the letter shall indicate in full the reason for requesting the leave of absence, the date of departure and the date of return, copied to the Union. The granting of such leave will not be unreasonably denied.

18.02 No employee will accumulate seniority, service credits, vacation pay, be paid for holidays, nor will any benefits in this Agreement accrue or be paid while an employee is on an unpaid leave of absence except as required by statute, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work.

18.03 Paid Leave of Absence

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

18.04 Union Leave of Absence

Leave of absence for union business shall be granted without pay for up to an aggregate maximum for all employees, of forty (40) days during each calendar year. The granting of such leave will be subject to the following conditions:

- a) Not more than two (2) employees of Local 3798-04 will be absent at any one time providing those said two (2) employees are not from the same program where there would be a disruption to service and operations;
- b) A written request from the Secretary of the Local 3798 Executive or from the Chair of Local 3798-04 must be made within ten (10) business days prior to the date of the Union's function;
- c) The request will state the general nature of the function to be attended, the name of the employee for whom the request is being made, and the date(s) of the function;
- d) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and the value of such benefits paid to, or in respect of, the employee who is granted the leave by the fifteenth (15) day of the month following the leave.

18.05 Pregnancy and parental leave shall be in accordance with the *Employment Standards Act, 2000*, S.O. 2000, as amended ("the ESA").

- (a) An employee who has successfully completed their probation period who takes a pregnancy or parental leave (but not both) shall receive the following:
 - One (1) week of regular pay;
 - Payments of ten percent (10%) above the current EI rate up to maximum of fifteen (15) weeks.
- (b) Employees who have successfully completed their probation period who take parental/adoption leave shall receive, provided they are in receipt of Employment Insurance benefits, the following payments:
 - One (1) week of absence - full pay;
 - Payments of ten percent (10%) above the current EI rate, up to a maximum of thirty-five (35) weeks standard parental leave or sixty-one (61) weeks extended parental leave;

Except that (a) does not apply in the case of an employee who completes their pregnancy leave and immediately commences parental leave.

18.06 Bereavement Leave

- a) When a death occurs in the immediate family of an employee who has successfully completed probation, such employee shall be granted, upon request, a bereavement leave of up to five (5) days.
- b) "Immediate family" shall be defined as mother, father, guardian, brother, sister, child, grandparent, grandchild, spouse, or spouse's parent. For the purposes of this Article, spouse shall include a common law spouse and a same sex partner. A common-law spouse and a same sex partner is a person who has cohabited with the employee for at least one (1) year.

- c) An employee who has completed probation will be eligible for a bereavement leave for three (3) days in the event of the death of an aunt, uncle, brother-in-law, or sister-in-law.
- d) An employee will only be paid their regular pay for the time they were scheduled to work during the bereavement leave.
- e) Additional bereavement leave time off without pay may be granted upon request. Such request will not be unreasonably denied.
- f) Part-time employees will be eligible for bereavement leave on a pro rata basis.
- g) Supporting documentation such as a funeral card, death certificate, obituary, newspaper must be provided within two (2) weeks.

18.07 Jury Duty Leave

An employee who has successfully completed probation who is required to serve as a juror in any court will be granted a leave of absence for each day of jury duty which falls on their scheduled working day. Where possible while on jury duty, the employee shall report to work during their regularly scheduled hours that they are not required to attend court. The Employer will pay the employee the difference between their regular pay and the payment received for jury services. If requested, the employee will provide the Employer with a signed document from the clerk of the court stating the days and times that the employee was in attendance together with evidence of the fees paid for performing such service. The employee is required to inform the Employer of the length of the anticipated jury duty within three (3) days of receiving a jury notice.

18.08 Education Leave

- a) A permanent employee with five (5) years of full-time employment with Sojourn House may be eligible to take up to one (1) year education leave without pay and benefits, providing the request is made in writing four (4) to six (6) months before the effective date of the proposed leave begins and shall be subject to the efficient operation of the Agency.

The employee must provide supporting documentation to demonstrate application, enrollment and registration in the program and ongoing continuance in the program. The Executive Director has sole discretion in determining whether the request can be accommodated and approval is subject to operational needs of the department. Approval or denial of the request will be provided to the employee in writing.

- b) Seniority that has been accumulated as the date of the commencement of the leave will be retained for one (1) year, but seniority will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list to reflect the leave of absence.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions.

19.02 Transportation Expenses

- a) An employee who is required by the Employer to use their automobile in the course of performing their duties and responsibilities will be entitled to receive a travel allowance aligned with the Government of Canada CRA kilometric rate for the Province of Ontario as amended from time to time.
- b) The Employer shall provide employees with public transit fare where an employee is required, as a normal part of their duties, to use public transit.
- c) The Employer will reimburse employees (upon presentation of a parking receipt) for parking expenses incurred through the required use of an automobile for work related activities.

19.03 Other Expenses

Reimbursement for all other forms of work-related expenses, including but not limited to meals, travel and telephone, are subject to the approval of the Employer in accordance with the Agency's current policies.

ARTICLE 20 – BENEFITS

20.01 All regular full-time employees will be eligible for group benefits in accordance with the terms and conditions of the current benefit plan. Subject to the terms and conditions of the current benefit plan, benefits will be extended to spouses and dependants.

20.02 The Employer shall pay the premium costs of the employee group benefit program currently in effect, with the exception of the LTD benefits coverage. It is understood and agreed that the Employer may change insurers during the term of this Agreement provided that the coverage is at least equivalent to the current coverage.

20.03 The terms and conditions of the benefit plan do not form a part of this Agreement. Any dispute by an employee regarding the administration of the benefit plan must be taken up directly with the carrier of the plan. It is understood that any such dispute does not constitute a difference between the parties for the purposes of the grievance and arbitration provisions of this Agreement.

20.04 The Employer will contribute an amount equal to five percent (5%) of gross biweekly wages and the employee will contribute an amount equal to three percent (3%) of gross biweekly wages, which monies will be deposited in the Sojourn House Self Directed Group Registered Retirement Savings Plan financial institution for the benefit of the employee.

20.05 **Part-time Employee Health Care Spending Account (HCSA)**

(Clarity note: does not include casuals/relief employees)

Effective January 1, 2026, and, upon completion of their probationary period, part-time employees will be eligible for a Health Care Spending Allowance of up to five-hundred dollars (\$500) per calendar year administered as follows:

- a) **Eligible employee:**
An active part-time employee who has completed their probationary period;
- b) **Eligibility period:**
January 1st to December 31st of each year, prorated from the date of completion of their probationary period to December 31st i.e. if completion of probationary period is June 30th, entitlement for the current year would be two-hundred and fifty dollars (\$250);
- c) **Unused amounts during the eligibility year reduce to zero at the earliest of the employee's termination date, change in part-time status, or December 31st 11:59 pm of the following year they were offered i.e. unused 2026 amounts would expire December 31, 2027. The insurance carrier will draw from the previous year's unused Health Care Spending Account dollars before using the new year's allowance;**
- d) **Eligible Expenses:**
Eligible expenses include any CRA eligible medical expenses (Note: the CRA website has a searchable list of what expenses are HCSA eligible);
- e) **Administration:**
Expenses will be administered by a third-party administrator determined by the employer. A procedure and process will be developed by employer and communicated to all part-time employees.
- f) **Dependent Coverage:**
Coverage includes spouse and dependents. Dependent means:
 - i. a spouse, if employee is legally married or if not legally married, have lived in a common-law relationship for more than 12 continuous months. Only one spouse will be considered at any time as being covered under the Plan;
 - ii. unmarried children and employee's spouse's unmarried children (other than foster children) under age 21;
 - iii. unmarried child under age 25, if enrolled and in full-time attendance at an accredited college, university or educational institute that is

recognized by the *Income Tax Act* (Canada). Proof of status will be required on an annual basis;

- iv. unmarried child any age, if totally disabled by reason of mental or physical disability and remains continuously so disabled and is considered a dependent as defined under the *Income Tax Act*. In these cases, eligible employee must notify Sojourn House within 31 days of the date the child attains the limiting age; and
- v. in addition to your dependents above, an eligible part-time employee's relative who is a Canadian resident and dependent on the employee for support and for whom the employee is claiming a tax deduction on their federal tax return.
- vi. a child (the employee's or employee's spouse's natural, legally adopted or stepchildren) must reside with the employee in a parent-child relationship or be dependent upon the employee (or both) and not regularly employed. Note: a legally adopted child cannot be added to the benefit plan until the adoption has been finalized and permanent custody awarded.
 - i. children who are in full-time attendance at an accredited school do not have to reside with the employee or attend school in the employee's province. If the school is in another province or country, the employee must apply to their provincial health insurance plan for an extension of coverage to ensure their child continues to be covered under a provincial health insurance plan.

ARTICLE 21 - PAID HOLIDAYS

21.01 Holidays shall be paid to regular full-time, part-time, relief and contract employees in accordance with the *Employment Standards Act, 2000*, S.O. 2000, as amended ("the ESA"), for the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day For Truth and Reconciliation (*only when the holiday falls on an employee's work day*), Thanksgiving, Christmas Day, and Boxing Day (December 26th).

In order to qualify for such a holiday, the employee must work each of their regularly scheduled shifts immediately preceding and immediately following such holiday, except where absent by reason of authorized vacation or authorized leave of absence.

21.02 After one (1) year of continuous full-time service, regular full-time employees are entitled to take two (2) floating holidays, which is two (2) days off with pay, prorated to any remaining time left in the calendar year. Regular part-time employees will receive

floating days on a pro-rata basis. Employees will provide at least one (1) week's notice of the day they wish to take as a floating day and such request will not be unreasonably denied.

21.03 Where a full-time or part-time employee is required to work on a statutory holiday, and the employee is entitled to be paid for this holiday under this Article, the employee shall be paid at the rate of time and one half (1½) for all hours worked. In addition, the employee will receive a lieu day off with pay.

21.04 Where an employee is not regularly scheduled to work on a paid holiday, they shall receive public holiday pay in accordance with the *Employment Standards Act of Ontario*.

21.05 An employee shall be granted an unpaid leave for a religious holiday, upon written request to their supervisor at least two (2) weeks prior to the date of the religious holiday. An employee may use compensatory time, vacation, or may request substitution of the next public holiday following the religious holiday.

ARTICLE 22 – VACATIONS

22.01 Regular full-time employees and regular part-time employees will be entitled to vacation pay and vacations in accordance with the following schedule:

- (i) For less than one (1) year of continuous service, in accordance with *Employment Standards Act, 2000, S.O. 2000*, as amended (“the ESA”).
- (ii) After one (1) year of continuous service, six percent (6%) of the wages (excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given and a vacation of three (3) weeks of the employee's regular work week;
- (iii) After three (3) years of continuous service, eight percent (8%) of the wages (excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given and a vacation of four (4) weeks of the employee's regular work week;
- (iv) After seven (7) years of continuous service, ten percent (10%) of the wages (excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given and a vacation of five (5) weeks of the employee's regular work week.
- (v) After fifteen (15) years of continuous service, twelve percent (12%) of the wages (excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given and a vacation of six (6) weeks of the employee's regular work week.
- (vi) Employees with twenty-five (25) years of continuous service, fourteen percent (14%) of the wages (excluding vacation pay) earned by the employee during the twelve (12) months for which the vacation is given and a vacation of seven (7) weeks of the employee's regular work week in the twenty-fifth year only.

22.02 Employees, other than regular full-time employees and regular part-time employees, will be entitled to vacation pay and vacation time in accordance with the *Employment Standards Act, 2000*, S.O. 2000, as amended (“the ESA”).

22.03 Vacation Scheduling

The Employer shall schedule vacations in accordance with the following guidelines:

- a) For vacation requests of four (4) weeks or more that fall between January 1st and December 31st, employees must submit their choice of vacation to their immediate supervisor (or designate) by two (2) calendar months prior to the first day of requested vacation, for approval. The employee shall receive a response from the Employer within two (2) weeks of vacation request.
- b)
 - (i) For vacation requests of one (1) week or more that fall between January 1st and December 31st, employees must submit their choice of vacation to their immediate supervisor (or designate) by one (1) calendar month prior to the first day of requested vacation, for approval. The employee shall receive a response from the Employer within two (2) weeks of vacation request.
 - (ii) For vacation requests of less than one (1) week that fall throughout the year, employees must submit their choice of vacation to their immediate Supervisor (or designate) no later than five (5) business days in advance. The employee shall receive a response from the Employer within two (2) days of the vacation request.
- c) The scheduling of vacation for each employee in each year will be in accordance with guidelines outlined in Article 22.03 a) and 22.03 b), with the understanding that if not all of the employee’s vacation entitlement is scheduled by September 30th of any vacation year, the Employer may exercise its discretion to schedule the remaining vacation for the employee so that all vacation is taken by the end of the vacation year, subject Article 22.05.
- d) For the purposes of this Article, vacations will be scheduled between January 1st and December 31st.

22.04 If there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request was submitted in accordance with the requirements of this Article;

- a) In addition, should the parties be unable to mutually agree upon the time of taking vacations by September 30th in any year, the decision to schedule the employee’s vacation will be that of the Employer;
- b) Seniority shall prevail in a dispute between an employee with a vacation request of one (1) week or more and an employee with a vacation request of less than one (1) week, provided that the senior employee’s vacation request was submitted in accordance with the requirements of this Article.

22.05 Regular full-time employees and regular part-time employees who are entitled to more than three (3) weeks of vacation will be entitled to a maximum unbroken period

of six (6) weeks vacation at any one time unless otherwise exempted with the permission of the Employer having due regard for its operation.

Permanent employees (full-time or part-time) may carry over up to one (1) week into the following year but such week must be utilized in that following year and are entitled to take their vacation in consecutive and unbroken manner to a maximum of six (6) weeks inclusive of the carry over week.

- 22.06 A regular full-time employee or a regular part-time employee whose employment terminates at any time in the vacation year prior to using their earned vacation will be entitled to a proportionate payment of their vacation entitlement that was earned prior to the date of termination.
- 22.07 a) Where an employee becomes ill and the period of illness continues into what would otherwise have been previously approved vacation time, it is understood and agreed that the vacation time shall be rescheduled as outlined in this Article upon the return of the employee from sick leave.
- b) Where an employee becomes ill or injured while on scheduled vacation, they will be considered to be on sick leave during the period of illness or injury, subject to presentation of a medical certificate. Any vacation time lost as a result shall be rescheduled upon the return of the employee from sick leave. The Agency shall pay the full cost of any medical certificate required of an employee.
- 22.08 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 18.06. The portion of the employee's vacation, which is deemed to be bereavement leave, will not be counted against the employee's vacation credits.

ARTICLE 23 - SICK LEAVE

- 23.01 Paid sick leave is for the sole and only purpose of protecting an employee against loss of income when ill or injured and for which compensation is not payable under the *Workplace Safety and Insurance Act* or under any applicable short-term disability plan or due to an ill child, ill spouse, or ill parent who is dependent upon the employee for health care.
- 23.02 Regular full-time employees will accumulate sick leave credits at the rate of one and a half (1½) days per month of active employment from the beginning of each fiscal year, effective January 1st to a maximum overall accumulation of eighteen (18) days within the operating year ending December 31st. There is no carry over of unused sick leave credits.
- Regular part-time employees will accumulate sick leave credits on a pro-rated basis to a maximum overall of nine (9) days within the fiscal year January-December 31st, there is no carry over of unused sick leave credits.

For clarity, sick days may be used for medical appointments that cannot be scheduled during non-working hours.

- 23.03 Time off for vacations will be counted as active employment for the purposes of this Article.
- 23.04 The Employer shall require a medical certificate, confirming the employee's illness or a dependant's illness, as the case may be, and confirming the employee's ability to return to work and outlining any restrictions, after an absence of three (3) working days. The Employer shall pay the full cost of any medical certificate required of an employee.
- 23.05 To ensure the operational requirements of the Employer are met, employees must provide five (5) working days notice to their supervisor of scheduled non-emergent appointments.
- 23.06 Accrued sick leave is used until an Employee goes on weekly indemnity or disability benefits.

ARTICLE 24 - WORKERS' COMPENSATION

- 24.01 All employees shall be covered by the *Workplace Safety and Insurance Act*. The Employer will comply with the *Workplace Safety and Insurance Act*.

ARTICLE 25 - JOB CLASSIFICATIONS

- 25.01 When a new classification is created, or the job content of an existing classification is substantially changed, the Union shall be provided with a copy of a new or revised job description as the case may be.
- 25.02 If a new bargaining unit classification is created, or the job content of an existing classification is substantially changed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

ARTICLE 26 – RESTRUCTURING

- 26.01 The Employer will endeavour to provide the Union with as much notice as possible of any decision, which is made to restructure the workplace, which will directly impact upon bargaining unit employees. Such notice shall include the nature of the proposed change, the anticipated date of change, and the anticipated effect that such change will have on bargaining unit employees and the number of employees likely affected.

ARTICLE 27 - HEALTH AND SAFETY

- 27.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions, which are a hazard to the health and safety of employees. The parties agree to comply with the *Occupational Health & Safety Act*.
- 27.02 A Health and Safety Committee shall be established consisting of up to two (2) Employer representatives and up to two (2) Union representatives. The Health and Safety Committee shall hold meetings during the Union representative's scheduled working hours every third month, or more frequently if mutually agreed. Matters for discussion at Committee meetings may be submitted by either party. The Employer representative and Union representative shall alternate acting as chairperson of the meeting. If there are no matters for discussion submitted by either party as an agenda item two (2) days in advance of a meeting, the meeting will be postponed for a month, provided that the next meeting is scheduled no later than three months since the last meeting. Committee meetings shall not have duration of more than two (2) hours unless both parties agree. The Committee shall maintain minutes of all meetings, which shall be posted and copied to the Union and Employer.
- 27.03 Personal protective equipment (PPE) is defined as equipment or devices worn or used to control exposure to hazardous substances or conditions or to prevent accidental injuries or serious harm to employees working in hazardous or potentially hazardous conditions or areas.

Employees working in departments that require PPE, will be provided with the necessary tools upon hire. Before any PPE is used by employees, employees will be made aware of the reasons for using PPE and how to properly use and maintain it.

ARTICLE 28 - COPIES OF AGREEMENT

- 28.01 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties agree to equally share the costs of printing sufficient copies of the Agreement, in a union shop, within six (6) weeks of signing of this Agreement.

ARTICLE 29 - DURATION

- 29.01 This Agreement shall remain in force for three (3) years effective January 1, 2026, until December 31, 2028 and from year to year unless notice of desire to amend or terminate the Agreement is given by either Party, not more than ninety (90) calendar days prior to the expiry date of the Agreement. If notice to amend or terminate the Agreement is given by either Party, then the Parties agree to meet for the purpose of negotiations within thirty (30) days after such notice.

IN WITNESS WHEREOF, the parties have signed this Agreement

SIGNED this eleventh day of February, 2026.

MUC SHELTER CORPORATION
C.O.B. SOJOURN HOUSE

CUPE AND ITS LOCAL 3798-04

Dan Rutembesa
Dan Rutembesa (Feb 11, 2026 09:51:36 EST)

Andrew Beecher
Andrew Beecher (Feb 11, 2026 13:17:14 EST)

Francisco Vidal
Francisco Vidal (Feb 12, 2026 15:02:37 EST)

Julia Salvaggio
Julia Salvaggio (Feb 12, 2026 09:02:09 EST)

Kimberly Webb
Kimberly Webb (Feb 11, 2026 09:54:32 EST)

Stephen Conroy
Stephen Conroy (Feb 11, 2026 10:56:00 EST)

Thurkka Kirupanathan
Thurkka Kirupanathan (Feb 11, 2026 10:31:19 EST)

SCHEDULE "A"

January 1	Current Rate	2026 \$0.76	2027 \$0.76	2028 \$0.76
24/7 Shelter Program				
Settlement Counsellor Child and Family Settlement Counsellor Housing Counsellor	32.97	33.73	34.49	35.25
Overnight Worker Weekend Support Worker Relief Worker	26.04	26.80	27.56	28.32
Housing Social Worker	34.50	35.26	36.02	36.78
Outreach Social Worker	34.50	35.26	36.02	36.78
Transitional Housing Program				
Child and Family Social Worker	34.50	35.26	36.02	36.78
Settlement Counsellor	32.97	33.73	34.49	35.25
Youth Social Worker	34.50	35.26	36.02	36.78
Youth Settlement Counsellor	32.97	33.73	34.49	35.25
Food Services Program				
Cook	26.10	26.86	27.62	28.38
"Grandfathered Cook"- Felix Asiedu	26.10	26.86	27.62	28.38
Kitchen Assistant	23.67	24.43	25.19	25.95
Facilities and Maintenance Services				
Maintenance Worker	26.01	26.77	27.53	28.29
Custodian	24.14	24.90	25.66	26.42
Overnight Security	25.73	26.49	27.25	28.01

LETTER OF UNDERSTANDING

RE: RELIEF SCHEDULING PROTOCOL

Between

MUC Shelter Corporations C.O.B. Sojourn House

and

The Canadian Union of Public Employees

and its Local 3798.04

The Relief Scheduling Protocol shall comply with the following principles:

- Seniority
- Availability
- Consistency and continuity of quality service

Relief and Block Booking Shift Scheduling

In order to ensure equity, the offering of shifts will be done in continuous rotation

Advanced Relief Shifts

Where continuity is required, as reasonably determined by the Employer and unless there is a requirement to post under Article 13 of the Collective Agreement, a Relief Worker may be offered, up to two (2) shifts per week to cover absences of full-time staff due to vacation, short-term illness, or other absences as agreed to by the parties. Once called, the Relief Worker has up to twelve (12) hours to advise the Employer of their availability.

Emergency Relief Shift Scheduling

* Emergency Relief Shifts are defined as shifts that become available for relief booking with less than eight (8) hours notification. The Manager or their designate shall offer shifts in rotation, taking into consideration the Relief Workers availability.

Block Booking Shifts

Where continuity and essential skills, ability and experience is required as reasonably determined, and where two relief employees are relatively equal seniority will prevail, the Employer reserves the right to block book shifts a minimum of a week to a maximum of a month to cover absences of full-time staff due to vacation, short term illness, personal emergency leave or other absences as agreed to by the parties. Once called, the Relief Worker has up to twenty-four (24) hours to advise the Employer of their availability and the Employer shall notify the Union accordingly.

SIGNED this eleventh day of February, 2026.

MUC SHELTER CORPORATION
C.O.B. SOJOURN HOUSE

CUPE AND ITS LOCAL 3798-04

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Dan Rutembesa (Feb 11, 2026 09:51:36 EST)

Andrew Beecher
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Francisco Vidal
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Thurkka Kirupananthan
Thurkka Kirupananthan (Feb 11, 2026 10:31:19 EST)

LETTER OF UNDERSTANDING

RE: MULTI SECTOR PENSION PLAN

Between

MUC Shelter Corporations C.O.B. Sojourn House

and

**The Canadian Union of Public Employees
and its Local 3798.04**

MUC Shelter Corporations C.O.B. Sojourn House agrees to meet with representatives from the Union and the Multi Sector Pension Plan provider, in order to study and review the plan and to consider the possibility of replacing the current RRSP plan with the Union's Multi Sector Pension Plan. Such consideration shall not be construed as agreement between the Parties. This meeting shall take place within six (6) months of the ratification of this agreement or at any other time mutually agreed to within the life of the Collective Agreement.

SIGNED this eleventh day of February, 2026.

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C.O.B. SOJOURN HOUSE

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LETTER OF UNDERSTANDING

RE: WORKLOAD

Between

MUC Shelter Corporations C.O.B. Sojourn House

and

**The Canadian Union of Public Employees
and its Local 3798.04**

The parties agree that optimal client service is, enhanced if concerns relating to professional practice, professional responsibility, client services are resolved in a timely and effective manner with communications between the parties. Being:

- (a) Employees are encouraged to raise their concerns with their immediate supervisor and, must first attempt to resolve their workload problems with their immediate supervisor.
- (b) In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns in writing (with a copy to their immediate supervisor) to the Labour Management Committee (as constituted under Article 5.01) through the union representative.
- (c) The Labour Management Committee shall meet within fifteen (15) working days of the receipt of the formal complaint. Time frames may be extended through the mutual agreement of all the parties.
- (d) Upon completion of its investigation, the Labour Management Committee shall implement an appropriate remedy provided there is no significant increase to the Employers costs. Notwithstanding any recommendation for immediate implementation, the Committee may take other recommendations or highlight areas of concern related to, but not limited to, staffing levels, technology issues.

SIGNED this eleventh day of February, 2026.

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LETTER OF UNDERSTANDING

RE: ADDITIONAL FUNDING

Between

MUC Shelter Corporations C.O.B. Sojourn House

and

**The Canadian Union of Public Employees
and its Local 3798.04**

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires December 31, 2028 with respect to the following matters:

In the event that The City of Toronto provides the Employer with additional funding for wages and/or benefits, and/or targeted funding for wages and/or benefits for the term of the agreement the Union and Employer shall meet to negotiate the method of allocation of funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure appropriate to the circumstances related to any additional funding designated for bargaining unit wages and benefits.

SIGNED this eleventh day of February, 2026.

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LETTER OF UNDERSTANDING

RE: ARTICLE 14.01 PROBATIONARY PERIOD

**Between
MUC Shelter Corporations C.O.B. Sojourn House
and
The Canadian Union of Public Employees
and its Local 3798.04**

It is agreed that Article 14.01 of the collective agreement shall apply to new employees hired after the ratification of the collective agreement renewal and shall not apply to bargaining unit employees employed as at the date of ratification. The probation for employees employed as at the date of ratification shall be determined by the previous collective agreement language noted as follows:

14.01 A newly hired full-time employee working 37.50 hours per week or more, will be known as a probationary employee until they have completed a period of five (5) months continuous employment.

A newly hired part-time employee will be known as a probationary employee prior to the completion of fifty (50) shifts.

Those casual relief employees who have completed a total of thirty (30) shifts will be deemed to have completed their probationary period for disciplinary and discharge purposes only.

These periods are defined as the Probationary Period. The probationary period may not be completed while the employee is absent and in no case shall an employee be required to complete more than one probationary period.

A probationary employee shall not have the right to grieve their termination, except where there is an alleged violation of Article 3.01. Article 18 (Leaves of Absence), Article 20 (Benefits) and Article 23 (Sick Leave) shall not apply to probationary employees.

This Letter of Understanding is applicable only to employees who were in their probationary period at the time of ratification of the Collective Agreement. These employees shall not exceed a probationary period of one year or 812.5 hours. It is also understood that once all employees affected by this Letter have passed their probationary period, or are no longer employed, this Letter of Understanding shall be deemed null and void.

SIGNED this eleventh day of February, 2026.

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LETTER OF UNDERSTANDING

Between
MUC Shelter Corporations C.O.B. Sojourn House
and
The Canadian Union of Public Employees
and its Local 3798.04

RE: JOB DESCRIPTIONS

The parties agree that during the term of the current Collective Agreement, they will meet to discuss the current Job Classification system. Upon written request of either party, a meeting will be convened within thirty (30) days of such request, and the Employer will be open to suggestions from the union on how to address workload disparities between similarly titled job descriptions.

SIGNED this eleventh day of February, 2026.

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LETTER OF UNDERSTANDING

Between
MUC Shelter Corporations C.O.B. Sojourn House
and
The Canadian Union of Public Employees
and its Local 3798.04

RE: ATTENDANCE POLICY

The Employer will provide educational sessions for staff on the Attendance Policy as well as educational sessions for management on the non-disciplinary nature and administration of the Policy.

SIGNED this eleventh day of February, 2026.

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