Collective Agreement

-between-

THE GOOD SHEPHERD CENTRES HAMILTON
Women Services, Family Centre and Reaching Home Divisions
(Hereinafter referred to as "The Employer")

Good Shepherd
Faith in people.

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5167
(Hereinafter referred to as "The Union")

CUPE
Local 5167
Hamilton. Our City. Our Union.

Term of Agreement - April 1, 2024 to March 31, 2027

:rm/cope491

TABLE OF CONTENTS

ARTICLE 1 – Purpose 1
ARTICLE 2 – Glossary of Terms and General Provisions 1
ARTICLE 3 – Management Functions 3
ARTICLE 4 – Employment Status 3
ARTICLE 5 – No Discrimination 6
ARTICLE 6 – No Strike, No Lockout 7
ARTICLE 7 – Union Security 7
ARTICLE 8 – Union Representation 8
ARTICLE 9 – Technological Change 12
ARTICLE 10 – Grievance and Arbitration Procedures 13
ARTICLE 11 – Seniority 17
ARTICLE 12 – Job Posting 20
ARTICLE 13 – Lay-off and Recall 22
ARTICLE 14 – Leaves of Absences 25
ARTICLE 15 – Hours of Work and Scheduling 31
ARTICLE 16 – Premium Pay 37
ARTICLE 17 – Designated Holidays 39
ARTICLE 18 – Vacation 40
ARTICLE 19 – Benefit Plans 46
ARTICLE 20 – Payment of Wages (schedule 'A') and Classifications 48
ARTICLE 21 – Miscellaneous 50
ARTICLE 22 – Personnel File 51
ARTICLE 23 – Term and Renewal 51
APPENDIX 'A' – Wages 53
Letter of Understanding 55
Re: Student Workers 55
Letter of Understanding 56
Re: Meal Period Process 56
Letter of Understanding 57
Re: Automated Call-Around System 57
Letter of Understanding 58
Re: Mental Health ir the Workplace 58

ARTICLE 1 – Purpose

1.01 The purpose of this Agreement is to establish and maintain harmonious relations between the Employer and the Employees concerned; to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment and efficiency of operations; to facilitate the co-operative resolution of problems when they arise; to provide procedures for final and binding settlement of grievances, to establish and maintain (mutually) satisfactory working conditions, hours of work and wages for all Employees within the bargaining unit in order to provide the best possible care and service to meet the need(s) of our clients in a manner that is reflective of the Mission of The Good Shepherd Centre Hamilton.

ARTICLE 2 – Glossary of Terms and General Provisions

2.01 Definitions

Unless otherwise stated or defined within the Collective Agreement, the terms outlined below shall have the following meaning:

a) Spouse

For the purpose of this Collective Agreement, wherever the term 'spouse' is used, it shall include a person with whom an employee has been cohabitating in a common-law relationship, as defined by government legislation, including same sex partner. This information will be kept confidential by the Employer.

b) Program

Wherever the term 'Program' is used throughout this Agreement, it shall be taken to mean a separately operated Program within the Women's Services, Family Centre and Reaching Home Divisions, each with its own unique mandates, functions, decision-making and policies.

c) Employee

The term "employee", when used throughout this Agreement, shall mean persons employed by the Employer and covered by this Agreement.

d) Part-time

Where the general term 'part-time' is used within this Collective Agreement, and it is not stated otherwise, it shall be taken to include all Regular Part-time, and Relief employees, including those regular part-time and relief employees who are employed in a temporary full-time vacancy, as well as employees hired directly into a Temporary Position.

e) 'Work' Day

Wherever the term 'workdays' or 'working days' is used within the agreement is shall be taken to mean normal business days from Monday to Friday inclusive, with the exception of statutory/ recognized holidays that fall on any of the normal Monday to Friday business days.

2.02 Where this Collective Agreement uses a feminine or masculine pronoun the language shall be deemed to be non-gender specific. Where the singular is used, it may also be deemed to mean plural where the context so requires.

2.03 The Employer, or its representative, agrees that it will not enter into any other agreement, oral or written, with any Employees, either individually or collectively that conflicts with the terms of this Collective Agreement.

2.04 Changes to the Collective Agreement

It is further agreed that in the event it is deemed necessary by the parties to amend any term or condition in this Collective Agreement the parties shall negotiate a Letter of Understanding. The letter of understanding shall be subject to the ratification of both parties prior to it coming into effect. It is further agreed that in the event that there is a Letter of Understanding that is negotiated that will affect a specific Program and/or Division, only the affected employees shall be eligible to ratify the Letter of Understanding.

The signatories to the Letter of Understanding shall be The Director and may include at least two other management representatives as determined by the Employer. The President (or designate), the Unit Vice-President and the CUPE National Representative shall be signatories on behalf of the Union.

2.05 Recognition/Relationship

The Good Shepherd Centre Hamilton agrees to recognize the Canadian Union of Public Employees and it's Local 5167 as the bargaining agent for all employees employed in its Women's Services, Family Centre and Reaching Home Divisions, in the City of Hamilton, save and except supervisor, program coordinator, persons above the rank of supervisor or program coordinator, project coordinator and administrative assistant.

2.06 The Good Shepherd Centre Hamilton as founded by the Roman Catholic Order of the Little Brothers of The Good Shepherd, along with its staff and volunteers, are dedicated to the mandate of Charity Unlimited (Never Stop Loving) for the women, children and men they serve. The Good Shepherd Centre Hamilton is committed to help all people seeking assistance to achieve their most fundamental rights – physical, emotional and spiritual.

ARTICLE 3 – Management Functions

3.01 The Union recognizes that it is the right of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, classify, transfer, schedule, assign shifts, lay-off, recall, promote, increase or decrease work assignments and determine standards of work performance and work assignments;

(c) discharge, suspend, demote or otherwise discipline employees provided that a claim by an employee who has successfully completed their probationary period that they have been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(d) make, enforce and alter from time to time, reasonable rules and regulations governing the conduct of the employees which are not inconsistent with the provisions of this Agreement; and

(e) to determine the types of services to be provided and the programs required to carry out those services, including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs.

3.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement and all applicable legislation governing employers and employees in the Province of Ontario.

ARTICLE 4 – Employment Status

4.01 a) A full-time employee shall mean an employee who is employed on a permanent basis and who is normally scheduled to work an average of not less than seventy-five (75) hours in a two-week period on a regular basis. Such schedule is inclusive of a one half-hour unpaid lunch period in each 8-hour shift.

Note: For existing employees, the conversion from 80 to 75 work hours in a two-week period, (from 8 hours to 7.5 hours per day) with a half-hour (1/2) unpaid lunch, per day, will take effect February 10, 2025. Thereafter, new full-time employees will be hired on a work schedule of seventy-five (75) hours in a two-week period, with a one half-hour unpaid lunch period on a daily basis.

b) A Regular part-time employee shall mean an employee who is regularly scheduled to work up to sixty (60) hours in a two (2) week period. Such schedule is inclusive of a one half-hour unpaid lunch period in each 8-hour shift.

Note: For existing employees, the conversion from 64 to 60 work hours in a two-week period, from 8 hours to 7.5 work hours per day with a half-hour (1/2) unpaid lunch, per day, will take effect February 10, 2025. Thereafter, new employees will be hired on a work schedule of not to exceed sixty (60) hours in a two-week period, with a one half-hour unpaid lunch period in each 8-hour shift.

c) Relief employees shall mean all employees who work on a random or call-in basis. Relief employees may be scheduled, as required, to staff inadequately covered or vacant shifts. Any additional hours assigned to Relief employees does not change the Relief status of the employee.

d) Temporary employees/Temporary Assignment

1) Temporary Full-time employees are those employees who are hired for a period of limited duration to replace a full-time employee who is on an approved leave of absence or hired for a special project/function of a limited duration not to exceed two (2) years.

2) Temporary Part-time employees are those employees who are hired for a period of limited duration to replace a part-time employee who is on an approved leave of absence or are hired for a special project/function of a limited duration not to exceed two (2) years.

3) In the event that the duration of the temporary full-time position is expected to exceed two (2) years, the Employer will meet with the Union to discuss extending the fixed term employment of the incumbent. Where the parties are not able to reach an agreement on an extension of the temporary assignment, the temporary position shall be re-posted in accordance with the Job Posting provisions of the Agreement.

4) Relief or Regular part-time employees, who post into a temporary full-time vacancy, shall retain their relief or regular part-time status for the duration of the assignment. Externally hired employees, as well as Relief or Regular Part Time employees who post into a position that was posted with a duration of at least nine (9) months, shall be entitled to access extended health, dental, life insurance and long-term disability plans subject to any waiting periods determined by the plan design(s) as well as any cost sharing arrangements normally afforded full time employees. Temporary full-time employees will also be entitled to benefits if their original contract or position is extended beyond 9 months without having to satisfy a waiting period, and such benefit enrollment shall take place on the first of the month following the completion of 9 months.

5) Full-time employees who post into a temporary full-time vacancy shall retain their full-time status and benefit entitlements for the duration of the assignment. Full-time employees who post into a temporary part-time vacancy shall be temporarily categorized part-time for the duration of the assignment and shall cease to be enrolled in the full-time benefit plans for the duration of the assignment.

6) All employees who had previously earned seniority prior to posting into a temporary vacancy, shall return to their previously held position upon the conclusion of the temporary assignment without loss of seniority and such return to their previous position shall not be interpreted as a lay-off.

7) Part-time employees who post into a Temporary Full-time position, as well as all other employees newly hired into Temporary Full-time positions, shall be entitled to vacation on the basis of 6.25 hours for each completed month worked during their Temporary Full-time position. As a result, such employees will not be paid the normal 4% bi-weekly vacation pay with their regular pay.

8) All new employees hired for Temporary Employment shall have part-time employment status.

9) Temporary employees who have not previously held a bargaining unit position, shall be considered laid off and shall be given the right of recall but not bumping rights. It is understood that notice of lay-off is not required for the conclusion of such temporary employment unless the date of expiry of the temporary employment has changed. Any notice of lay-off required due to the change in the temporary employment expiry date shall be limited to employment standards notice to the employee only with a copy to the Union. Such copy given to the Union shall be the only notification required by the Union.

   At the written request of the employee, they shall be transferred to relief status while maintaining the right of recall to other employment opportunities. Such right of recall shall be in effect only for as long as the employee is employed in a relief capacity up to twelve months from the conclusion of the temporary assignment. As well, such written request to be transferred to relief status must be received prior to the conclusion of the temporary employment. An employee having transferred to relief status shall be subject to the requirements of article 11.06 (b) (ix). An employee who does not transfer to relief status shall maintain the right of recall only for the twelve-month period following the conclusion of the temporary employment.

e) No employee may be concurrently employed by the Employer in more than one (1) bargaining unit position.

ARTICLE 5 – No Discrimination

5.01 In accordance with the Ontario Labour Relations Act, as amended from time to time, the Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the Union or by reason of exercising their rights under the Agreement.

5.02 It is agreed that there will be no discrimination by either party, or by any of the Employees covered by this Agreement, on the basis of any of the prohibited grounds as outlined and defined within the Human Rights Code, as amended from time to time.

5.03 The parties agree that sexual harassment by any person employed by the Employer will not be tolerated in the workplace. Sexual harassment shall have the same meaning as under the Human Rights Code.

5.04 All employees are required to report to their immediate supervisor any workplace incidents of abuse, discrimination, sexual harassment, physical or sexual assault and other harassment of which they have firsthand knowledge that is directed against or committed by any employee, client, volunteer, visitor or third party having legitimate association with the Employer.

5.05 a) An employee who brings a complaint forward or is the subject of a complaint related to allegation of incidents as outlined in Article 5.04, has the right to have a Union representative present at any meeting that the employee has with the Employer. For the purpose of this Article, an employee may request that they be represented by a representative of their choice from CUPE Local 5167. It is understood by the parties that the Employer has a duty to promptly respond to allegations of harassment and/or discrimination and the non-availability of a representative shall not unreasonably delay the holding of any fact-finding meetings between the employee and the Employer.

b) The Employer, having received a complaint of incident as outlined in Article 5.04 shall initiate the investigation procedure as outlined in the Employer Policy, within forty-eight (48) hours of having received the complaint. In the event that an external Union representative has been requested to represent the employee, the Union will ensure the availability of the representative to attend any meetings with the employee without unreasonably delaying the investigation process.

c) In the event that the issue is not resolved via the Employer's policy, the Union and/or employee may file a grievance commencing at the Grievance Step of the Collective Agreement provided that the time-limit provisions contained in the Collective Agreement are adhered to.

ARTICLE 6 – No Strike, No Lockout

6.01 The Union agrees that during the term of this Collective Agreement, it will not cause, permit, condone or authorize its members to strike or engage in any other work stoppage.

6.02 The Employer agrees that it shall not lockout employees during the term of this Collective Agreement.

6.03 The terms strike and lockout shall have the same meaning as outlined in the Ontario Labour Relation Act.

ARTICLE 7 – Union Security

7.01 The parties hereto agree to a 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 levied by the Union.

7.02 The Union shall notify the Employer, in writing, with as much notice as possible, to indicate the current amount of such deductions and such notification shall be the Employer's conclusive authority to make the deduction specified.

7.03 Union dues, as determined by the Union, will be deducted from the pay of each employee and the same shall be remitted by the Employer to the Union within thirty (30) days of the final pay for each calendar month of the deductions having been made.

7.04 The Employer agrees when forwarding Union dues to submit a list of the names, phone numbers and addresses of the employees on whose behalf such deductions have been made. Along with the monthly remittance, the Employer will note any new employees added to the list, employees who are no longer employed, as well as employees who are on leave from the Employer.

7.05 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.

7.06 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 the Collective Agreement in effect at the time.

7.07 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer (or designate) and the Recording Secretary of the Local (or designate), or the CUPE National Representative with a copy to the Recording Secretary of the Union, as applicable.

ARTICLE 8 – Union Representation

8.01 The Union agrees that there will be no Union business on the employer premises or during working hours except as specifically provided for in this Agreement.

8.02 The Union agrees that there shall be no use of the Employer's computer technology, computer systems or other telecommunication systems for the purpose of communicating with its membership without permission provided by the Employer. Such permission shall not be unreasonably withheld where it is of mutual benefit to facilitate communication in this manner. For the purpose of clarity, this provision does not apply when communicating information to bargaining unit members related to the date, time and location of union membership meetings and/or the scheduling of meetings with the Employer.

8.03 The Union shall keep the Employer notified in writing of the names of the employee representatives, committee members and officers of the Local Union appointed or elected under this Article, as well as the effective dates of their respective appointments, before the Employer shall recognize them. Similarly, the Employer will supply the Union with a list of its managerial personnel appointed by the Employer to conduct business with the Union for specifically designated matters.

8.04 a) Labour Management

The parties agree that the purpose of the Labour Management Committee includes but shall not be limited to:

1. Promoting and providing effective and meaningful communication of information and ideas to enhance working conditions.

2. Promote a climate of mutual respect, trust, and integrity.

3. Discussing and reviewing matters relating to the application of the Collective Agreement and to resolve issues before they become the subject of a grievance.

4. To facilitate discussion and resolution of matters of interest to the parties and to promote and maintain a work environment that fosters constructive and positive employee relations.

b) Composition

The committee will consist of the following representatives:

1. The Union shall have four (4) representatives, one (1) from each of the Divisions and the Unit Vice President, elected or appointed by the Union to sit on this committee. For clarity, it is understood that in the event that the Union is unable to obtain a representative from each Division, the Union may appoint an alternate from the respective Division until such time as a representative can be elected or appointed.

2. Dependent upon the nature of agenda items, management representation will include management staff who could speak to specific identified issues. In addition, the Union may request the attendance of an additional employee(s) for the portion of the meeting related to the agenda item to which they could speak to or attend the meeting in the absence of CUPE Executive Representation and such request shall not unreasonably be denied.

3. A staff representative and/or Local Executive member of the Union may attend to assist the employee representatives.

4. Both parties may be further represented and assisted at the committee meetings by additional persons provided both parties mutually agree to their attendance and to the nature of their participation.

c) Restriction

It is agreed that any matter already referred to the grievance procedure shall not be brought to the Committee for discussion unless otherwise mutually agreed in advance of the meeting

d) Meetings

1. Meetings shall be held at the request of either party and shall include a frequency of meetings of at least every three (3) months. Should either party believe it necessary to meet between the regularly scheduled Committee meeting, a request for a meeting shall be made in writing with an agenda provided and the parties will endeavour to meet within ten (10) working days of such request.

2. Additional items may be added to the agenda prior to or at the meeting with the mutual consent of both parties.

3. An employee representative shall not suffer a loss of pay as a result of their attendance at a Labour Management Committee meeting during their regular scheduled shift.

e) Minutes

1. Each party shall provide specific agenda items to the other party ten (10) days in advance of meetings, wherever possible.

2. Minutes of the meeting shall be circulated first to the co-chairs for review and signed approval. Minutes shall not reflect individual speakers but shall refer to speakers as either Union or Management. Once approved by the co-chairs, the Minutes shall be copied and forwarded to Committee members. Once approved by the Committee, a copy of the minutes will be made available in the workplace.

3. The Employer will be responsible for the taking of the minutes. Where it is possible for the Employer to provide a Secretary to the Committee for this purpose, the secretary shall not be considered a member of the Committee. Minutes of each meeting shall be signed by the Co-Chairpersons as soon as possible following the meeting. The Employer will endeavour to provide such minutes to the Committee members within ten (10) days of such meeting.

8.05 The Employer will recognize up to three (3) employees, one of which will be the Unit Vice President, and two (2) additional representatives elected or appointed from the bargaining unit to assist the President, Vice President and the National Staff Representative with the renewal of this Agreement. It is understood that the other two employees shall not be from the same program as the Unit Vice President. Employee representatives shall not suffer a loss of pay as a result of their attendance at a bargaining meeting with the Employer during their regularly scheduled shift provided that the total pay is not greater than-fifteen (15) days in total, calculated at 8 hours per day, for all employees combined. It is understood that the Employer is not responsible for the payment of wages for an employee's attendance at Conciliation.

8.06 Stewards

a) The Employer recognizes the right of the Union to appoint or otherwise elect bargaining unit employees as Stewards.

b) The Employer will recognize a total of six (6) employees appointed by the Union within the bargaining unit to act as a Steward(s), with at least one steward being from each of the Women's Services, Family Centre and Reaching Home Division Programs.

c) The Employer recognizes that the Steward's function is to represent employees related to any grievance(s) brought to them under this Collective Agreement and as such, the Steward and grievor (s) shall not suffer a loss of pay as a result of time spent with the Employer during regularly scheduled hours in the carrying out of their duties. It is understood, however, that the Employer shall not be required to pay the steward or the grievor(s) for time spent at arbitration hearings

d) An employee will have the right to have a Steward present at any meeting which the Employer expects will result in disciplinary action.

e) In the event that a Steward or the Unit Vice President is unavailable to attend a meeting with a member when representation has been requested, the Employer shall contact the CUPE Local 5167 to request that a representative be provided to the member making the request. It is further agreed that the non-availability of a representative from the CUPE Local 5167 office shall not unreasonably delay the meeting.

8.07 Health and Safety Committee

a) There shall be up to two (2) employees elected or appointed by the Union to participate as a member of each Occupational Health and Safety Committee that shall be established in accordance with the Occupational Health and Safety Act as amended from time to time. Where a separate worksite has fewer than 20 employees, one worker representative shall be elected or appointed by the Union to represent workers at that location.

b) The Employer and the Union agree to promote the observation of all safety rules and practices by all employees of Good Shepherd.

c) It is understood that the Health and Safety Committee Terms of Reference, when amended, shall be discussed and reviewed at the Joint Occupational Health and Safety Committee. It is further agreed that in the event that the Terms of Reference are amended by the Joint Occupational Health and Safety Committee, a copy shall be sent, by the Worker Co-Chair of the Committee, to the Executive Administrator of CUPE Local 5167, utilizing the Employer email system, if needed by the worker representative.

d) It is further agreed and understood that the Worker Co-Chair shall forward copies of the approved Health and Safety policies and approved Health and Safety Minutes and Monthly Inspection Reports via internal email to the Executive Administrator and 2nd Vice President of CUPE Local 5167. It is understood that all employees will be given access to the policies as amended from time to time.

8.08 All references to employee representatives, Committee members and Officers in this Collective Agreement shall be deemed to mean employee representatives, Committee members or Officers of the Local Union employed by the Employer unless otherwise indicated.

8.09 No employee shall act in the capacity of elected or appointed representatives referred to in this Agreement until after they have successfully completed the probationary period.

8.10 The Employer agrees to instruct members of its management staff to recognize the role of the union representative as set out in this agreement and to co-operate in carrying out the terms and requirements of this Agreement.

8.11 The Union agrees to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in any management capacity in carrying out the terms and requirements of this Agreement.

8.12 It is agreed that employee representatives have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. The Employer may limit the amount of time in response to client needs. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor.

8.13 The Employer agrees to provide the Unit Vice President a List of new employees within two weeks of their start date. The Employer shall provide a Union Steward with an opportunity to provide union orientation to all new employees. 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 immediately prior to the monthly staff meeting, without loss of compensation to either the Steward or the new employee(s) and shall not exceed thirty (30) minutes in total. Where a new employee cannot attend the group session, the employee's manager will schedule an individual thirty (30) minute session with an available Steward.

8.14 Requests by the Union for the President of CUPE Local 5167 or designate and/or a CUPE National Servicing Representative to attend a meeting with the Employer will not unreasonably be denied.

ARTICLE 9 – Technological Change

9.01 The Employer agrees to discuss with the Union, with as much notice as reasonably possible, the effect of technological change on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

9.02 Any bargaining unit employee who has their position declared redundant as a result of the introduction of technological change, restructuring or re-organization, shall have the ability to exercise their displacement rights pursuant to Article 13.

9.03 Where training with respect to operational change is to be provided by the Employer, such training shall normally be conducted during the hours of work. Where it is requested by the Employer for an employee to attend training outside of their normal work hours due to the foregoing, such hours shall be considered time worked.

ARTICLE 10 – Grievance and Arbitration Procedures

10.01 Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections of the Collective Agreement allegedly violated.

10.02 Pre-grievance Step

In order to ensure that any differences between the parties are remedied as quickly as possible the parties agree they shall attempt to resolve issues through an informal complaint process prior to filing written grievances. It is further understood that an employee has no grievance until the member has first requested a meeting with the immediate supervisor to discuss their complaint within seven (7) workdays after the circumstances giving rise to it have occurred. An employee shall have the right to have a Steward present during a pre-grievance meeting. If the matter cannot be brought to the attention of the immediate supervisor within the time limits due to the absence of the supervisor from the workplace, the matter shall be referred to the Program Director or their designate. The supervisor shall give a decision to the employee within seven (7) workdays. Failing a resolution to the matter, the employee, may take the matter up as a grievance within seven (7) workdays following the supervisor's decision in the manner and sequence outlined below.

10.03 Grievance Meetings

Wherever possible, the Employer will endeavour to schedule grievance meetings during a grievor's regularly scheduled hours of work and the grievor shall not suffer a loss of pay for their attendance.

10.04 Grievance Step

In the event an issue remains unresolved following the pre-grievance process, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent:

If the grievance is not satisfactorily resolved through the pre-grievance process, the employee may submit a written grievance to the Chief Executive Officer, or designate, within seven (7) workdays following the supervisor's decision not to adjust the complaint to the employee's satisfaction through the pre-grievance process. A meeting will be held between the Employer and the Grievor within seven (7) workdays of the referral. It is agreed that the Unit Vice President or designate shall be present at the meeting and that the Employer may have such counsel and assistance as it may desire at the meeting. The Employer's decision will be issued in writing within seven (7) workdays of the meeting to the Grievor, with copies sent to the Unit Vice President and the First Vice President (Chief Steward) of the Local.

10.05 At the discretion of the Union, a grievance may be advanced directly to the Grievance Step of the grievance procedure if the issue is related to:

a) a question of general application of or interpretation of the provisions of this Agreement, provided that the Employer has been given the opportunity to adjust the concern prior to it being submitted as a grievance, or

b) a group of employees, provided that each employee may have been entitled to grieve separately and provided that the grievance is submitted within seven (7) days of the circumstance(s) giving rise to the grievance(s) or

c) the suspension or dismissal of an employee or group of employees who has/have completed their probationary period, provided that the grievance is submitted within seven (7) days of the circumstance(s) giving rise to the grievance(s) or

d) grievances concerning discrimination, harassment (other than those outlined in 10.05 e)), termination, lay offs, and recalls provided that the grievance is submitted within seven (7) days of the circumstance(s) giving rise to the grievance(s).

e) grievances related to the sexual harassment of an employee shall advance to the Grievance Step of the grievance procedure provided that the grievance is submitted within sixty (60) days of the circumstance(s) giving rise to the grievance.

While employees are encouraged to bring such complaints forward within the 60-day period referred to above, any complaints that are brought forward to the Employer beyond the sixty (60) day period will be considered by the Employer in accordance with its own policy outside of the grievance and arbitration procedures.

10.06 Group Grievance

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two employees as representatives of all the affected employees at any and all hearings held in conjunction with the grievance or grievances.

10.07 Mediation/Arbitration

Mediation

a) Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred by written application to Arbitration within thirty (30) calendar days of the Employer's response under the Grievance Step of the grievance procedure.

b) By mutual agreement of the parties, unresolved grievances may be referred to mediation and or mediation/arbitration. Should such be the case, the time limits related to the referral to arbitration procedure shall be placed in abeyance pending the outcome of mediation or mediation/arbitration.

c) In the case of mediation, where a satisfactory settlement of the matter in dispute is not reached following the mediation process, either party must advise the other party of its intention to proceed to arbitration no later than fourteen (14) days following the mediation meeting. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

Arbitration

d) Failing settlement of the grievance under the foregoing procedure, such grievance may be submitted to arbitration. If no written request for arbitration is received within thirty (30) calendar days after the decision under the Grievance Step is given in accordance with articles 10.04 and 10.07 above, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirty (30) calendar days after the decision under the Grievance Step, it will be deemed to have been received within the time limits. Once a written request for arbitration has been received within the required time limits as set out above, the procedure outlined below will be followed:

(i) Board of Arbitration:
Either of the parties to this Agreement desirous of exercising this provision shall give written notice to the other party, within the time-limits set out above, and at the same time shall appoint its nominee to the Board of Arbitration. The other party shall within fourteen (14) calendar days appoint its nominee to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) nominees are thus appointed they shall confer jointly in an endeavour to select a mutually acceptable third member who shall be the Chairperson of the Board. If within fourteen (14) days the two members have not reached an Agreement on the selection of a Chairperson, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

(ii) Single Arbitrator:
Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of fourteen (14) calendar days after the receipt of the said notice agree upon the selection of a single arbitrator, the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

e) No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance and arbitration procedure.

f) Each party shall pay its own expenses, including those for its nominee and witnesses, and the fees and expenses of the chairperson shall be borne equally by the parties.

g) The Arbitration Board, or single Arbitrator, shall not be empowered to alter, modify, add to or amend any part of this Collective Agreement, or to make any decision which is inconsistent with the provisions of this Collective Agreement.

h) Unless the parties otherwise agree, no person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance.

i) The decision of the Arbitration Board/Single Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby, subject to any judiciary appeals permitted by law.

j) Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall equally share the cost of the Chairperson and the arbitration proceedings.

10.08 Both parties agree that an Officer of the Local and/or the Unit Vice-President or their designate shall sign grievances that are submitted. Further, to be considered official, all grievances shall be assigned a unique grievance tracking number by the Local Union office.

10.09 The Employer recognizes the President of the Union, or designate, the National Representative and the Steward of Record, who may assist its members in resolving the issue in dispute from the Grievance Step of the grievance process up to and including arbitration.

10.10 Job Posting Grievance

Where the subject of a grievance relates to the denial of a job opportunity outside of the employee's program/department that was posted through the job posting provisions of the Collective Agreement, a manager involved in the hiring process shall be in attendance at the grievance step meeting(s) provided that the parties are able to mutually agree to the extension of any time limits to enable such attendance to take place.

10.11 Employer Grievance

An Employer grievance may be submitted by the Employer to the Union through its Executive Administrator, in writing, within seven (7) workdays from the time the circumstances upon which the grievance is based were known by the Employer

or ought to have been known. A meeting between the Employer and the Union shall, where practicable, be held within seven (7) workdays of the submission of the written grievance and shall take place within the framework of the Grievance Step above. The Union shall give its written decision within seven (7) working days after such meeting has been held.

If the decision is unsatisfactory to the Employer, the grievance may be referred to arbitration within thirty (30) days of delivery of such written decision in accordance with Article 10.07 above.

10.12 All agreements under the grievance procedure between the representatives of the Employer, and the representative of the Union will be final and binding upon the Employer, the Union and the employee(s).

10.13 The time limits and procedures set out in the Grievance and Arbitration provisions herein are mandatory and failure to comply with such time limits and/or procedures except by the written agreement of the parties shall result in the grievance being deemed to have been withdrawn. In the event that the Employer does not respond by the required time limits contained in the Pre-grievance and/or the Grievance Step articles of the Collective Agreement, and where an extension to the time limits have not been mutually agreed to by the parties, the Union will have the right to advance the grievance to the next step of the grievance process.

ARTICLE 11 – Seniority

11.01 All employees shall accrue seniority on the basis of total number of hours worked. No employee shall earn more than nineteen-hundred and fifty (1950) hours seniority in a calendar year. For the purpose of clarity, overtime hours shall not be included in seniority calculations, however, paid hours for union leave, sick time, vacation, bereavement and statutory holidays not worked, shall be counted.

11.02 Probationary Period

a) The probationary period for all employees shall be the earlier of seven hundred (700) hours worked or one year from date of hire.

b) Probationary employees shall be entitled to all rights and benefits of the Collective Agreement unless otherwise specifically excluded under the terms of this agreement. Most specifically, the release of an employee during the probationary period shall not be the subject of a grievance or arbitration provided that the decision to release the probationary employee was not in violation of the Ontario Human Rights Code or any other employment legislation.

11.03 Unless otherwise contained herein, seniority shall operate on a bargaining unit-wide basis. Separate seniority lists shall also be maintained for each separate program/department within the bargaining unit for the purpose of scheduling, assignment/allocation of additional hours, overtime assignment and vacation scheduling. Scheduling of work, vacation scheduling and assignment/allocation of

additional hours and overtime shall be in accordance with the applicable sections of the Collective Agreement. An employee transferring to another program/department within the bargaining unit shall be added to the seniority list of the program to which they are transferring without loss of previously earned seniority. Where two (2) or more employees commence work on the same day, the Union will conduct a lottery to determine the more senior employee, it being understood that where seniority is calculated on the basis of hours worked, the order of seniority may change accordingly.

11.04 Up-to-date seniority lists shall be sent to the Union and posted on all bulletin boards on a twice a year basis in January and July of each year. The January list will be made available and posted no later than January 31st and the July list will be made available and posted not later than July 31st. The lists shall show each employee's current classification, employment status, original date of hire and seniority achieved as of the effective date of the seniority listings. Once posted, employees and/or the Union may challenge the accuracy of the seniority lists within fourteen (14) calendar days of them being posted. Should there be no challenges to the seniority lists within the first fourteen (14) calendar days of them being posted, the lists shall be deemed to be accurate and shall form the basis for the accumulation of seniority thereafter. The lists shall also form the basis of establishing any seniority rights identified in this Collective Agreement.

11.05 An employee's seniority shall be retained in the event that the employee is transferred to or from full-time, part-time and relief status.

11.06 a) Seniority shall be retained and accumulated when an employee is absent from regularly scheduled work under the following circumstances:

i) on an approved leave of absence for full-time except as provided in Articles 14.01 and 14.02;
ii) for full-time and regular part-time employees, on an extended sick leave or WSIB leave from work. For the purpose of this section, an extended sick leave is defined as when a Record of Employment has been issued due to a disruption of earnings related to illness of at least seven (7) scheduled days;
iii) on Union leave of absence in accordance with 14.03 c);
iv) on pregnancy, parental, or Family Medical Leave as defined by the Employment Standards Act, subject to Article 14.06;
v) attending to jury and witness duty subject to Article 14.05;
vi) on leave for Public Office, subject to Article 14.07.

b) An employee shall lose all service and seniority and employment shall be deemed to be terminated if they:

i) resigns, unless the Employee can establish that such resignation was given under duress and the resignation is rescinded by the Employee within five (5) calendar days of being submitted;
ii) retires;

iii) is discharged and not reinstated under the grievance, mediation and/or arbitration procedure;

iv) is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Employer of such absence and failing to provide a reasonable explanation for such absence;

v) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension and fails to provide a reason acceptable to the Employer or utilizes a leave of absence for purposes other than that for which the leave was granted;

vi) fails to report to work on the date indicated on a notice of recall issued by the Employer, unless they provide a reasonable explanation for not being able to report by the required date, provided that the Employer gives the employee a minimum of seven (7) days notice of the recall;

vii) is laid off and/or exhausts their right to recall following twelve (12) months from the date of lay-off;

viii) For employees who have been off work longer than 2 years for reason of extended sick leave or work-related injury provided that the Employer can reasonably establish that the employee is not likely to return to work. This article shall not be exercised in a manner that violates the Human Rights Code;

ix) In the case of Relief employees, declining work on two (2) consecutive occasions when called for shifts for which they had indicated availability, or not having worked at least seven and a half (7.5) hours for the Employer for at least three (3) months, non-inclusive of staff meetings and/or education and training sessions.

x) Accepts a position with the Employer outside the scope of this Collective Agreement for a continuous or cumulative period in excess of twenty-four (24) months, it being understood that the employee continues to be employed with the Employer in a non-union position without loss of service.

c) Subject to article 11.06 b) vii), an employee shall not accumulate seniority for the period of time they are on lay-off, however, in the event that the employee is recalled to work, they will be credited with all seniority held immediately prior to the lay-off.

11.07 Position Outside the Bargaining Unit

An employee who permanently transfers outside of the bargaining unit shall lose all previously held bargaining unit seniority.

a) An employee who temporarily transfers out of the bargaining, unit for a period not to exceed twenty-four (24) months shall not accumulate seniority for time worked outside the bargaining unit. Such employee may return to their previously held position within the bargaining unit subject to Article 11.06 (b) (x) and shall be credited with the seniority that they held immediately prior to temporarily transferring out of the bargaining unit.

b) An employee who transfers out of the Bargaining Unit temporarily following the date of ratification of this Agreement, shall continue paying union dues. The amount of dues to be paid by an employee who leaves the bargaining unit shall be a bi-weekly fixed amount, based on a forty-hour work week at the top rate of the employee's classification in the Collective Agreement.

c) The Employer shall advise the local at office@cupe5167.org of the name of the employee that has transferred out of the bargaining unit, along with the amount of union dues the Employer will be deducting for the duration of time outside of the bargaining unit.

d) In the event an employee exceeds the twenty-four (24) month time limit they shall be considered to have abandoned their bargaining unit position and shall cease paying union dues.

ARTICLE 12 – Job Posting

(Applicable to full-time vacancies, regular part-time and temporary vacancies only)

12.01 a) Where a temporary vacancy in excess of ninety (90) days or a permanent vacancy (including a new position) occurs in the bargaining unit, the Employer will post a notice of such vacancy for seven (7) calendar days. Employees shall submit written applications for the vacancy within the period indicated on the notice. The Program Director (or the designated individual receiving applications) shall confirm with the Bargaining Unit member receipt of their application. The posting shall stipulate the position, program/department, location, qualifications, hours of work and rate of pay, and a copy shall be provided to the Union. The posting will be made within three (3) weeks of the occurrence of a vacancy where possible and reasonable. The Unit Vice President shall be advised the name of successful candidate.

b) Employees shall be selected for posted positions on the basis of their qualifications, skill and ability to perform the work. Where these factors are relatively equal, the most senior applicant shall be given preference. Once the internal posting procedure has been completed, the transfer of a successful applicant will not unreasonably be delayed. In the event that the applicant has not been transferred within 4 weeks of having been awarded a higher rated position for which they had applied, the applicant shall begin to earn the higher rate of pay commencing on the first day following the 4-week period.

c) The Employer may hire employees from outside the bargaining unit if there are no successful applicants from within. It is understood however, that although external advertising may run concurrently with a job posting, outside candidates may be interviewed, they shall not be considered until all internal applications from bargaining unit members have been considered in accordance with the posted job requirements.

d) The Employer shall have the right to fill any vacancy on a temporary basis until the posting procedure has been completed and reasonable arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.

e) Probationary and temporary employees may apply for posted positions. Part-time and full-time employees who are working in temporary positions, shall be given consideration for job postings and if successful in the posting, they may be required by the Employer to fulfil the requirements of the temporary assignment before being placed in the posted position. Notwithstanding, the employee, having been successfully awarded a position in a higher rated classification, shall be given the hourly rate of pay for the awarded position, and/or benefits, if applicable, no later than 4 weeks following the awarding of the position.

f) Relief positions shall not be posted.

12.02 An employee who has been awarded a position under this article shall be given a trial period of up to twenty-five (25) working days. If during the trial period the Employer determines that the employee is failing to satisfactorily meet the expectations of the position or failing to demonstrate the potential to perform the job, or in the event that the employee determines during the trial period that they no longer want the position, they shall be returned to their former position with no loss of seniority. Should an employee be returned to their former position/status under this Article, the Employer shall consider remaining applicants to the original posting. Should there be no remaining applicants to the initial job posting, the Employer will re-post the position.

12.03 The Employer agrees to provide the Unit Vice President with updated role descriptions for all bargaining unit positions annually and as updated, and a copy shall be provided to the Executive Administrator of CUPE Local 5167.

12.04 a) When a new classification is created, or the job content of an existing classification is changed, which causes the classification to become a new classification, the Union shall be provided with a copy of the role description at least thirty (30) calendar days in advance of the Employer implementing the new or changed classification.

b) The Employer shall notify the Union when a new classification is created, or the job content of an existing classification is changed. Where the Employer suggests a rate of pay for the new or changed classification, the Employer shall meet, upon request of the Union, to discuss the new or changed position with the view to mutually agreeing on the rate of pay. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, the dispute shall be submitted to grievance and arbitration for determination. Any change in the rate mutually agreed to shall be retroactive only to the date that the Union raised the issue with the Employer.

ARTICLE 13 – Lay-off and Recall

13.01 In the event of a layoff of a permanent or long-term nature, employees shall be laid off in reverse order of seniority within the affected Division and classification, provided that the employees retained are able to perform the work. The Employer will provide such employees with a minimum of twenty (20) days written notice, for lay-offs of a permanent or indefinite duration and ten (10) days written notice for temporary lay-offs, or payment in lieu of notice. Written notices shall be hand-delivered to the employee(s) affected or sent by registered mail. For the purpose of this article, Temporary lay-off shall be as defined within the Employment Standards Act. The Employer will provide the Union with at least ten (10) days notice prior to individual notices being given to employees affected. Following such notice to the Union, the Employer will meet with the Union as soon as practicable to discuss the reasons for the layoff and to identify and explore alternatives to the layoff, if any, and to explore ways to minimize the impact on affected staff.

13.02 Any reassignments outside of an employee's program/department due to lay-offs or restructuring shall be done according to seniority preference within the same classification provided that the employee can perform the work. Employees designated for reassignment will submit their preferred choice (1st, 2nd, 3rd choice, etc.) for reassignment to the positions held by employees given notice of lay-off.

13.03 Full-time employee in receipt of notice of layoff of a permanent or long-term nature shall elect one of the following options:

a) accept the layoff, or be transferred to relief status, or

b) be transferred to a vacant full-time position in any program/department if one is in existence, provided they have the qualifications, skill and ability to perform the work.

13.04 In the event that the employee does not elect to accept the lay-off or to be transferred to relief status as per 13.03 a) above, and in the event that a full-time vacancy does not exist to which they elects to be transferred to in accordance with article 13.03 b) above, and in the event that there is no junior employee in the same classification in any of the programs to which the employee can bump into, the employee may then elect to displace more junior employees in lower rated classifications in any program, provided that they possess the qualifications, skill and ability to perform the work.

13.05 A regular part-time employee in receipt of notice of layoff of a permanent or long-term nature shall elect one of the following options:

a) accept the layoff, or be transferred to relief status, or

b) be transferred to a vacant part-time position in any program/department if one is in existence, provided they have the qualifications, skill and ability to perform the work.

13.06 In the event that the employee does not elect to accept the lay-off or to be transferred to relief status as per 13.05 a) above, and in the event that a part-time vacancy does not exist to which they elect to be transferred to in accordance with article 13.05 b) above, and in the event that there is no junior employee in the same classification in any of the programs to which the employee can bump into, the employee may then elect to displace more junior employees in lower rated classifications in any program, provided that they possess the qualifications, skill and ability to perform the work.

13.07 a) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so, in writing, within five (5) calendar days after receiving the notice of layoff. Failure to advise the Employer in writing within the five (5) day period shall be deemed to be acceptance of the lay-off by the Employee and a forfeiture of the right to transfer to relief status or to displace another employee. The five (5) day notice period shall be extended for employees who can provide a reasonable explanation for not having advised the Employer within the required five (5) day period provided that it does not unreasonably delay the process or interfere with Collective Agreement rights of other employees.

b) Upon receipt of notice from the employee as outlined in 13.07a) the Employer shall meet with the Employee and the Unit Vice President (or designate). The Employer shall provide an up-to-date seniority list and a list shall be provided to the employee of positions that the Employee is eligible to bump into.

13.08 The cancellation of a full or partial shift shall not be deemed or interpreted to be a lay-off.

13.09 Recall

a) Employees who have been laid off, transferred or displaced through the provisions of the above articles, shall be placed on a recall list for a period not to exceed twelve (12) months, for the purpose of recall from such lay off, transfer and/or displacement, up to the point of returning to their original employment status and classification with the Employer.

b) Employees shall be recalled in order of seniority, unless otherwise agreed between the Employer and the Union, provided that the senior employee on the recall list has the qualifications, skill and ability to perform the available work.

c) Employees who have been laid off will be required to advise the Employer of their intent to return to work within seven (7) days of receiving a notice of recall after which the employee will be required to return to work on the date indicated on the notice of recall. Notice of recall will be hand delivered, by same day courier or by registered mail to the last address on record with the Employer.

In the event that the notice is sent by registered mail, notification shall be deemed to be received on the fifth day following the date of mailing.

Notice of recall may also be emailed only if the employee gives prior permission to the Employer to be notified electronically. In the event that an employee has obtained an alternate job and upon request of the employee, the date of recall shall be adjusted to allow for two weeks notice to the other employer. The employee is solely responsible for their proper mailing and/or email address being on record with the Employer.

d) Employees who have been transferred or displaced through the above provisions and remain actively employed with the Employer will be required to elect to accept, or not to accept, the recall. The election must be made in writing within forty-eight (48) hours of receiving a notice of such vacancy/recall.

e) The provisions of this article shall be deemed to be satisfied and the employee shall be removed from the recall list when:

i) they relinquish their rights to recall and resigns their position prior to the expiry of their recall rights; or

ii) At the expiry of their recall rights, twelve (12) months from the date of lay-off, transfer or displacement initiated through this article; or

iii) when the employee has been returned to their original status and classification in any program.

f) An employee may advise the Employer in advance that they decline recall to specific positions or employment status that are less than the status held immediately prior to the lay-off, transfer or displacement. Such notification must be in writing.

g) The Employer shall send all laid off employee's a copy of any job postings that become available, during their lay-off period, to the employee's personal email address. The Employee is solely responsible to ensure that their email address on file with the Employer is current and active.

13.10 If an employee declines reasonable alternate employment made available through the seniority system, as outlined herein, any statutory obligations placed on the Employer, such as eligibility for severance pay as per the Employment Standards Act, shall be deemed to have been met and there shall be no further monies owing to the employee as a result.

13.11 a) New employees shall not be hired until those laid off have been given an opportunity of recall.

b) Relief employees may, however, be hired if all those on the recall list have declined to work in a relief capacity.

13.12 Upon request of the Union, the Employer shall notify the Union of the status of employees on the recall list.

13.13 In the event of a temporary lay-off of an employee enrolled in the group benefit plans, and where such lay-off is not to exceed 3 months in duration and the recall date of the employee is known when the lay-off notice is issued, the Employer will consider the employee eligible to continue benefits for the period of the temporary lay-off under the existing cost-sharing arrangement, provided the employee pays their share of the benefit premium costs prior to the first of the month in which they are due. Should the employee not meet the premium sharing requirements, they shall be deemed to be ineligible for benefits.

ARTICLE 14 – Leaves of Absences

14.01 Personal Leave

Written requests for leaves of absence without pay for personal reasons will be considered by the Employer on an individual basis. Such requests are to be submitted in writing, as far in advance as possible, with a minimum notice of forty-five days, except in cases of emergency, or if the Employer determines that service needs and staffing requirements can accommodate a leave on shorter notice. Approval of the leave is at the Employer's sole discretion and shall be approved subject to the efficient operation of the Program and provided that the reasons given are acceptable to the Employer. A written reply will be given as soon as possible. Seniority shall be frozen at the time the personal leave commences and shall not accumulate during the personal leave. Seniority accumulation shall re-commence upon the expiry of the personal leave.

14.02 Education Leave

a) Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. The determination of relevance to the Employer's needs shall be at the sole discretion of the Employer with approval being subject to efficient operation of the Program. Such requests are to be submitted in writing, as far in advance as possible, with a minimum notice of forty-five days, or if the Employer determines that service needs and staffing requirements can accommodate a leave on shorter notice. The Employee must specify in their written request, a deadline by which they will need to know if their leave request has been approved. A written reply will be given to the Employee on or before the date specified in the request. Seniority shall be frozen at the time the education leave commences and shall not accumulate during the education leave. Seniority accumulation shall re-commence upon the expiry of the leave.

b) In the event that the Employee is on a waiting list for acceptance into an approved educational program, as indicated in the preceding paragraph, such requests for an Educational Leave will be conditional upon acceptance into the program provided that the Employee is able to give at least two weeks' notice of the commencement of the Leave if prior conditional approval has been given.

14.03 Union Leave

Subject to service needs and staffing requirements, leave of absence without pay to attend Union business will be granted to representatives of the Union based on the following conditions:

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 seven (7) calendar days advance notice. The Employer shall indicate in writing whether or not the request has been approved. The Employer will require a minimum of forty-eight (48) hours notice of cancellation of a union leave of absence after it has already been approved. The forty-eight (48) hour notice provision shall be waived if the shift has not already been filled by another employee.

b) Not more than two (2) employees from any one program at any one time will be allowed such leave.

c) Such leave shall not exceed more than twenty-five (25) days per calendar year, with the exception of the Unit Vice-President whose leave shall not exceed more than forty-seven (47) days per calendar year and shall not exceed eighty-seven (87) days per calendar year for all employees combined.

d) 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 Local 5167, for the amount of the employee's wages and all applicable benefits. Seniority shall accrue during such leaves.

e) 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 the expiry of such leave, such employee may return to the bargaining unit and shall be placed in their original position if it still exists or, if it no longer exists, a position consistent with their seniority pursuant to Article 13.04 or 13.06 whichever shall be the case. 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 four (4) weeks prior to the date of such return.

14.04 Bereavement Leave

An employee who notifies the Employer as soon as possible following the death of a member of their family member, or legal guardian will be granted bereavement leave as follows:

A maximum of five (5) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours from the date of the death for a spouse, child, parent, sibling or legal guardian.

A maximum of three (3) consecutive working days off without loss of regular pay from regularly scheduled hours from the date of the death for parent-in-law, step-parent, grandparent, grandparent in-law, grandchild, step-sibling, sibling in-law, niece or nephew.

In the event that a celebration of life is to be held at a later date, the employee may request that three (3) of the bereavement days that the employee would otherwise have been entitled to, be deferred to be taken no later than 13 months following the date of death. The employee shall notify the Employer of this request and of the date of the celebration of life, as soon as practically possible.

The Employer may extend such leave without pay or will permit the employee to draw from their vacation days, overtime bank, or lieu day entitlements should the employee so request.

14.05 Jury and Witness Duty

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 their duties with the Employer, they shall not lose their regular pay for normally scheduled working hours because of such attendance provided that the employee:

a) notifies the Employer immediately after they have been notified that they will be required to attend court or an inquest;

b) presents proof of service requiring their attendance;

c) deposits with the Employer the full amount of compensation received excluding mileage, travel and meal allowance and an official receipt where applicable;

d) keeps the Employer advised of any days or period of time that the employee is not required to attend court, or any other hearing covered under this article, to determine any assignment of work for that particular day/period; and

e) Seniority shall accrue during such leaves.

Arbitration hearings between the parties shall not be considered a 'court of law' for the purposes of this Article.

14.06 Pregnancy and Parental Leave

Pregnancy and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act as amended from time to time unless otherwise provided herein.

a) Provided an employee has at least thirteen (13) weeks continuous service, the Employer shall grant such leave, without pay, at the written request of the employee, for a period up to a maximum of fifty-two (52) weeks. During such leave, seniority for all purposes shall continue to accrue. The Employer may request a certificate from a legally qualified medical practitioner stating the expected birth date.

b) Employees shall be entitled to use earned but unused vacation to extend their initial leave up to fifty-six (56) weeks.

c) The employee shall give written notification as soon as possible but no less than two (2) weeks in advance of the date of commencement of such leave. This notice will be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.

d) The employee will confirm their intention to return to work on the date originally provided to the Employer by written notification received by the Employer at least four (4) weeks in advance thereof.

e) The employee has the right to return to their former position, if it still exists, or to a comparable position, if it does not.

f) An employee shall continue to accumulate seniority and service rights and shall continue to participate in the pension plan and group benefits plans in accordance with the provisions of the plans unless they elect in writing not to do so. The Employer will continue to pay its share of the premiums for subsidized benefits in which the employee is participating for the entire period of the leave, unless the employee does not intend to pay their contributions. The employee will make arrangements to prepay the Employer the full premium for which they are responsible for during the full period of the leave to ensure continuing coverage. Pre-payment may be in the form of monthly post-dated cheques or may be deducted from any vacation pay previously accrued but not yet taken as determined by the employee. In the event that the employee elects not to continue to pay their portion of the benefits, or fails to do so, all other benefits shall be cancelled for the duration of their leave.

g) Parents are defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child and who intends to treat the child as his or their own.

h) Seniority accrual for part-time employees, where granted under this Article or under related legislation, shall be based on the employee's weekly hours of work immediately prior to the commencement of the leave, as reported on the Record of Employment per Federal legislation.

i) An employee shall have the right to a personal leave of absence without pay to commence immediately following a parental/pregnancy/adoption leave of absence, provided the sum of all such leaves of absence do not exceed one-hundred and four continuous weeks per pregnancy/adoption and provided that such written request is received by the Employer not less than sixty (60) days prior to the expiration of the initial parental/pregnancy/adoption leave arrangements. The Employer will confirm the approval of the personal leave of absence in writing with the employee no later than thirty (30) days of receipt of the request. For employees who had previously made arrangements for benefit continuation in accordance with section (f) above, such arrangements may continue in effect subject to the approval of the benefit carrier.

14.07 Leave for Public Office

Upon application in writing by an employee to the Employer, a leave of absence shall be granted to an employee elected to a public office for a period not to exceed the first term of office. Upon the expiry of such leave, the employee may return to the bargaining unit and shall be placed in their original position if it still exists or, if it no longer exists, a position consistent with their seniority pursuant to Article 13.04 or 13.06 whichever shall be the case. 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 four (4) weeks prior to the date of such return. Such leave for public office may be extended for one subsequent term only provided such request is submitted within forty-eight (48) hours of election/appointment to public office.

14.08 Reservist Leave

a) An employee is entitled to a leave of absence without pay if the employee is a reservist and will not be performing the duties of his or their position because:

   i) The employee is deployed to a Canadian Forces operation outside Canada;

   ii) The employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath; or

   iii) The prescribed circumstances as outlined in the Employment Standards Act of Ontario apply.

b) In order to be eligible for Reservist Leave, an employee must have worked for the Employer for at least six (6) consecutive months.

c) The employee requesting such leave must provide the Employer with reasonable written notice of the day on which they will begin and end the leave.

d) An employee on Reservist Leave will be reinstated to their same position if it still exists or to a comparable positon if it does not.

e) Seniority and length of service credit will continue to accumulate during the leave.

f) The Employer is entitled to postpone the employee's reinstatement for two weeks after the day on which the leave ends or one pay period, whichever is later. An employee on Reservist Leave will not be eligible for benefit continuation during the leave however, if the employee's reinstatement is postponed, the Employer will reinstate any employee's benefits that were discontinued as a result of the leave, including during the period in which the reinstatement was postponed.

g) All entitlements related to Reservist Leave shall be in accordance with and shall not exceed those provided for in the *Employment Standards Act of Ontario, 2000.*

14.09 Effect of Absence on Benefit Plans

a) Except as provided by statute, all contributions normally made by the Employer for benefit coverage shall immediately cease for employees commencing a leave expected to last at least thirty (30) days. The employee may, however, make arrangements with the Employer for continuation of benefit coverage for a period of up to two (2) years only, should the leave extend that far, by paying the full amount of the premium costs (both the Employer and the employee share), in advance of the date they are due to be paid to the Employer for any applicable benefits in which they are participating during the period of the leave.

c) Except as provided by statute, or otherwise provided in the Collective Agreement, it is further understood that during any pre-planned absence expected to exceed thirty (30) days, credit for seniority shall be suspended and not accrue during the full period of the absence. Notwithstanding this provision, seniority shall accrue for a period of up to twenty-four (24) months if an employee's absence is due to disability resulting in WSIB or LTD benefits and for a period of up to twenty-four (24) months if the absence is due to pregnancy, parental or adoption leave.

ARTICLE 15 – Hours of Work and Scheduling

The following provisions are intended to designate normal hours of work related to the employee schedule and/or assignment and shall not be construed to be a guarantee of hours or a guarantee of work to be performed on each shift or during each work schedule.

15.01 The regular hours of work for all Full-time employees shall normally be eight (8) hours per shift which will include two (2) paid fifteen (15) minute rest periods and a one half (½) hour unpaid meal period. The regular hours of work for all Full-Time Employees working at the Family Centre Overflow Shelter shall normally be eight (8) to ten (10) hours per shift. Shifts of eight (8) to ten (10) hours will include two (2) paid fifteen (15) minute rest periods and a one half (½) hour unpaid meal period. For clarity it is understood that any Employee's working eight (8) hour shifts as of January 9, 2025 shall not be assigned to ten (10) hour shifts.

In the event that the Employer becomes aware of a newly funded program that may require variable hour shifts, the Employer will contact the Union for the purpose of meeting to entertain a Letter of Understanding on adopting such a schedule, and such meeting will take place as soon as reasonably possible.

15.02 Rest and Meal Periods

a) Employees shall be entitled to paid rest periods on the basis of fifteen (15) minutes during each half shift.

b) For shifts of five (5) hours or less, there shall be one (1) fifteen-minute rest period. Where the entire length of the shift is less than five (5) hours, there shall be no (half-hour) meal break entitlement.

c) Employees shall not claim payment as a result of missing rest or meal periods, nor shall they take missed time without prior authorization as a result of missing any meal or rest periods. It is understood that where the Employer allows self-scheduling of breaks and meal periods, such shall be coordinated between staff in a manner that is least disruptive to continuity of service to clients with optimal responsiveness to client needs.

15.03 Before the Schedule is Posted

a) When building the schedule, managers will utilize the availability of relief and part time employees to fill vacant shifts. Where vacancies remain, managers will complete a call-around prior to the schedule being posted.

b) The Employer shall post the work schedule for full-time and regular part-time employees at least four (4) weeks in advance. It is understood that adjustments to the schedule may be necessary in response to the availability or absence of staff as well as to the needs of the clients. It is further understood and agreed that client needs may require that an

employee's schedule remain flexible enough to change with little or no notice. Such changes to the schedule in response to client need, shall not increase the number of hours normally worked by an employee in a two-week period.

c) Relief and Part-time employees in the residential programs will advise the Employer of their availability for the purpose of scheduling additional hours in order of seniority when requested. Employees shall be required to submit their availability no later than four (4) weeks prior to the schedule being posted. For clarity, once the schedule is posted the employee shall not be held to their stated schedule availability. The minimum availability will include:

   i. For Part-time employees, three (3) shifts per month in addition to regularly scheduled shifts; and

   ii. For Relief employees, five (5) shifts per month, 2 must be nights and one on a weekend, and four (4) designated holidays listed in Article 17, one of which must be Christmas Day, Boxing Day or New Year's Day.

d) Availability for scheduling shall be submitted, to the Employer, by the employee in writing no later than four (4) weeks before the next schedule is posted. For clarity it is understood that once the schedule is posted as per Article 15.03 b) an employee's indicated availability may change. In the event that an employee indicated availability changes, they must advise the Employer in writing and must submit days that they are available which ensure a minimum of 5 shifts per month, inclusive of those they were scheduled for.

e) Prior to the utilization of the call-in list as set out in Article 15.05, the Employer will endeavour to schedule part-time and relief staff according to their stated availability to fill any inadequately covered or vacant shifts when preparing the schedule. Where two or more employees have indicated availability for the same hours, the hours will be assigned to the more senior employee(s).

f) The Employer will notify the Union prior to implementing major changes to the program master shift rotation. The Employer will consider any suggestions made by the Union prior to finalizing the Employer's decision.

15.04 a) In order to accommodate the Christmas/New Year's scheduling, normal scheduling provisions shall not operate during the period of December 15th to January 1st.

b) An employee must be available to work either Christmas or New Year's. An employee shall not be scheduled to work both Christmas and New Year's unless mutually agreed between the Employer and the employee. The Union recognizes that the Employer must be in a position to maintain adequate staffing at these times in finalizing this particular scheduling. The Employer will endeavour to schedule employees in a manner that they alternate from year to year between working Christmas and New Years' in order to minimize, as much as is reasonably possible, the number of employees that work the same holiday two years in a row.

c) For the purpose of this article, Christmas may include Christmas Eve, Christmas Day, and or Boxing Day. New Years' may include New Years' Eve and/or New Years' Day. Also, for the purpose of this article, any change in classification or employment status during the course of the calendar year shall not negate consideration of the employee's Christmas and New Year's schedule from the previous Christmas and New Year's scheduling period. Where there is a conflicting consideration as a result of a change in classification or employment status, then the more senior employee shall be given first consideration.

15.05 Assignment of Additional Hours and Use of Part-time and Relief Staff – After the Schedule is Posted

Relief and part-time employees will be placed on a Residential call-in list in the order of their seniority for call-in or shift assignment of additional hours within residential programs that are available after the schedule has been posted and shall be completed as per Article 15.05 b).

Part time employees who indicate in writing not to be called for additional hours shall be excluded from this list. In the application of this Article, the following shall apply:

a) Each Program will maintain its own call-in list for the assignment of additional hours.

b) Additional hours, as they become available, shall be offered to qualified Relief and Part-time Employees in accordance with the seniority list starting with the most senior Employee in the following order:

- First, within Classification in the Program;
- Next to other employees within the Program;
- Next within the Division.

c) With each new call-around, Employees will be given the opportunity to accept some or all of the known available shifts at the time of the call, however, the Employee shall not accept shifts that upon completion of the shift, would put them in an overtime situation.

d) The Employer may require the most junior employee on duty to remain at work for any additional hours prior to the arrival of replacement staff. In the event that an employee is required to remain on duty, they shall be paid at time and one half (1 ½ x) for the first three and three quarter (3.75) hours, then double time (2 x) for the remainder of the hours beyond their normal workday.

e) This procedure will continue until the earlier of when all of the employees on the list have been exhausted or when all of the available shifts have been assigned.

f) The Employer is not obliged to offer partial shifts.

g) In the event that shifts are still available after the call-in list has been exhausted, the Employer may elect to offer the shifts as overtime shifts in accordance with the procedures set out in article 16.03.

h) The Employer is not required to recognize voicemail for the application of this Article and shall retain the right to immediately call the next person, in the order outlined above. For those employees who had indicated to the Employer as being available, if a voicemail has not been responded to by the employee within 24 hours of the call having been made, it shall be deemed to be a decline of the shift, regardless of whether or not the shift is still available.

i) Employees who do not submit their availability of hours and/or days by the date required by the Employer and for the dates specified, may be deemed by the Employer to be unavailable.

j) Continuation of a Workday

In circumstances where an employee has not been able to complete their duties at the end of their shift due to unforeseen circumstances related to client need and continuity of service, as determined by management, the employee concerned may be required to stay to complete the work if it is not practical for senior qualified employee *on duty* to be assigned the work. Where it is practical to do so, the most junior qualified employee on duty may be required by the Employer to complete the work if the work has not been accepted by other more senior qualified employees on duty who may be able to complete the work.

15.06 Minimum Reporting Allowance

If an employee reports to work at the regularly scheduled shift, they will be entitled to a minimum of three and three quarter (3.75) hours pay at not less than their regular rate of pay. This payment shall not apply if the employee was previously notified by the Employer that their shift has been cancelled. In such cases, however, if requested by the Employer, the employee shall perform a minimum of three and three quarter (3.75) hours of available work as assigned by the Employer. This section shall not apply in a case of emergency such as fire or power shortage, which prevent the operation of the Program, nor shall it apply to employees returning to work without notice after an absence.

15.07 Attendance at Workshops and Meetings

Payment for attendance at an education session or meeting scheduled by the Employer shall be at the straight time hourly rate for the duration of the meeting.

In the event that the Employer requires attendance at a mandatory meeting, the employee shall be paid out at their straight hourly rate. It is further understood that the minimum an employee shall be paid for attendance at mandatory meetings shall be two (2) hours.

Where attendance at the meeting has not been designated by the Employer to be mandatory, then the Employee shall be paid at their straight-time hourly rate only for the time in attendance at the meeting, with no guaranteed minimum.

Staff working night shifts will be permitted to be excused from attending a staff meeting scheduled within 24 hours of the employee's night shift and such missed staff meeting shall not be included for the purpose of absenteeism management.

15.08 Camp

The parties agree that the normal work assignment, scheduling and premium pay provisions of the Collective Agreement shall not apply when staff are participating in any of the Camp Programs. In addition, it is acknowledged and understood that the camp experience requires flexibility in the work duties and the work day that includes intermittent periods of work and personal time and due to the unique nature of the program, the following provisions shall apply for any employee required by the Employer to attend Camp:

a) Once assigned to camp duties, staff must remain on the camp facilities for the duration of the camp period unless otherwise authorized by the Employer to be excused from the camp facilities due to exceptional circumstances.

b) Employees who are assigned to attend a week-end or a week-long camp shall be entitled to seven and a half (7.5) straight time pay per day. In addition, the following shall apply:

1. Full-time employees will earn an additional seven and a half (7.5) hours of straight time lieu time for each consecutive day at camp.

2. Regular Part-time staff will earn an additional seven and a half (7.5) hours of straight time lieu time for each consecutive day at camp. Regular part-time staff may elect to have their lieu time paid out or a combination of pay-out and lieu time.

3. Relief staff will earn an additional seven and a half (7.5) hours of lieu time for each consecutive day at camp which shall be paid out at straight time.

In the scheduling of lieu time, management and the employees will be flexible in balancing the needs of the employees with those of the program.

c) Any employee who is assigned to attend a single overnight camp, such as the Sage Leadership Camp, shall be entitled to up to 15 hours of straight time pay and up to 7.5 hours of lieu time, or in the case of relief staff, 7.5 hours pay.

d) Lieu time earned at camp shall not be counted toward overtime calculations and must be taken prior to December 14th of the year in which it was earned. Employees shall submit lieu time requests within 30 days of the conclusion of each camp attended.

e) The Employer may adjust the regular schedule of staff where necessary to accommodate staffing needs for the Camp program.

15.09 While it is the sole responsibility of the Employer to replace employees who are ill or on any other approved absence, nothing in this article shall limit the right of management to delegate this task to bargaining unit staff and to take necessary means to ensure that the task is properly carried out in accordance with the Collective Agreement.

15.10 Exchange of Shifts

A request for an exchange of shifts set out in the posted schedule must be submitted in writing at least one week in advance of the exchange and signed by the employees willing to exchange shifts. It is understood and agreed that such requests for exchange shall be subject to the approval of the immediate supervisor, shall be considered on an exceptional basis, and subject to the efficient operation of the Program and continuity of service. Such exchange shall also not result in any premium or overtime payment. The Employer may consider written requests with less than one (1) week notice under special circumstances. This article shall not be used to provide employees with a preferred schedule and is to be used solely for exceptional reasons. Management may limit the number of shift switches to ensure optimal supervision of staff, facilitation of teamwork, communication and continuity of service to clients.

15.11 A request from an employee for time off from work shall be submitted in writing to the employee's supervisor no later than two (2) weeks from the requested scheduled shift. The supervisor will endeavour to advise the employee within a reasonable time period, whether or not the employee's request may be accommodated. Approval of such requests shall be subject to available staff and shall not interfere with the efficient operation of the Program or with the continuity of service to the client(s).

15.12 When the time change is made from Daylight Saving Time to Eastern Standard Time or vice-versa, employees shall only be paid for actual time worked.

ARTICLE 16 – Premium Pay

16.01 Unless otherwise provided by the Collective Agreement, all time worked in excess of seventy-five (75) hours in a two-week period, shall be considered as overtime subject to the following conditions:

a) The employee is pre-authorized by their supervisor to work overtime.
b) An employee who works overtime, for work assigned to the employee by the Employer, after they have worked seventy-five (75) hours in a two-week period, shall be paid at the rate of time and one-half (1.5) of their basic rate of pay.
c) Overtime will not be paid when the time change is made from Daylight Saving Time to Eastern Standard Time or vice-versa. Employees shall be paid only for actual time worked.
d) Overtime premium will not be duplicated for the same hours worked.
e) Union Leave of Absence as per Article 14.03 c) and paid vacation time off shall be deemed to be time worked for the purpose of overtime calculation.

16.02 Compensating/Lieu Time Bank

In lieu of payment referred to in Article 16.01 above, a Full-time employee may request to accumulate their approved overtime hours at the rate of 1.5 hours for each overtime hour worked and/or any non-overtime hours in the Compensating Time Bank, with the exception of any lieu time accumulated as a result of Camp, per Article 15.08, to a maximum of twenty-one (21.0) hours. Time banked must be taken within ninety (90) days of having worked the hours. A full-time employee shall be able to take time off according to the amount of accumulated time standing to their credit in the Compensating Time Bank at such times as are mutually agreed between the employee and their Supervisor. The Employer reserves the right to pay out any remaining amounts to the employee's credit if the employee is unable to take the time.

16.03 Assignment of Overtime

The Employer will endeavor to keep overtime to a minimum, however, when overtime work is required, as determined by the Employer, it shall be offered in accordance with the seniority list starting with the most senior Employee who is qualified and eligible for overtime pay.

For the purpose of this Article, overtime will be offered/assigned in the following order:

a) To qualified employees within the classification and Division for whom the assigned hours would be eligible for overtime when the call is received.

b) To qualified employees outside of the classification within the Division for whom the assigned hours would be eligible for overtime when the call is received.

c) Having exhausted the provisions of Article 16.03 a) to b), the Employer shall offer the hours as overtime, paid at one and one half times the hourly rate, to qualified employees on duty within the program in order of seniority, it being understood that should the more senior employees decline the hours, the most junior qualified employee *on duty*, may be required by the Employer to work the overtime at one and one half times the employee's hourly rate for the first 3.75 hours, then double time (2x) for the remainder of the hours beyond their normal workday. No employee shall be compelled to stay beyond sixteen (16) hours.

d) An employee who is asked to come in to work ahead of their regularly scheduled shift, to offset the impact of an employee being required to stay per c) above, shall be paid time and one half their regular pay for all additional hours.

e) Full-time and Part-time employees, who are deemed as qualified by the Employer, must submit written request to be added and/or removed from the overtime call-in list for their Division. The Employer is not obligated to train employees to the qualifications needed to perform work across Programs or Divisions.

16.04 Nightshift Premium

An employee shall be paid a night shift premium of $0.45 for all hours worked on nights where the majority of hours fall between the hours of 10:30 p.m. and 7:00 a.m.

16.05 Extended Shift Premium

Where an employee is required by the Employer to stay for more than 2 hours past their regular shift where the total of all hours combined are greater than 10 hours, the employee shall be granted an Extended Hours Premium of $10.00 if the employee is not otherwise eligible for overtime premium.

ARTICLE 17 – Designated Holidays

(Full-time and Regular Part-time employees only)

17.01 The Employer agrees to recognize the following as designated holidays:

New Years Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
	Labour Day	Boxing Day

In the event the Federal or Provincial Government declares another statutory holiday during the term of this Agreement, such holiday shall be substituted for any of the above listed paid holidays that are not required by the Employment Standards Act of Ontario. The designation of the additional holiday for an existing holiday shall not add to the present number of holidays.

17.02 a) A Full-time or Regular Part-time employee who is required to work on any designated holiday listed above shall be paid at the rate of time and one-half (1 ½) their straight time hourly rate of pay for all time worked on such holiday, and, in addition, will be entitled to a lieu day off with pay for having worked the holiday, provided that they work their scheduled workday on each of the scheduled working days immediately preceding and following the actual holiday, unless there is reasonable cause for not having worked. For the purpose of clarity, payment of time and one-half (1 ½) for hours worked shall apply with respect to hours worked between 12:01 a.m. and midnight. An employee who works a scheduled overnight shift, which commences at 11:00 p.m. just prior to 12:01 a.m., will also receive time and one-half (1 ½) for one (1) hour from 11:00 p.m. to 12:01 a.m. at the start of the shift.

b) A Relief employee who is required to work on any designated holiday listed above shall be paid at the rate of time and one-half (1 ½) their straight time hourly rate of pay for all time worked on such holiday but will not be entitled to a lieu day off with pay. For the purpose of clarity, payment of time and one-half (1 ½) for hours worked shall apply with respect to hours worked between 12:01 a.m. and midnight. An employee who works a scheduled overnight shift, which commences at 11:00 p.m. just prior to 12:01 a.m., will also receive time and one-half (1 ½) for one (1) hour from 11:00 p.m. to 12:01 a.m. at the start of the shift.

c) An employee who is absent on sick leave, personal leave of absence, WSIB leave, or any other leave for which they do not meet the minimum eligibility criteria of the Employment Standards Act, or who has not earned wages in the four (4) weeks preceding the holiday, shall not be entitled to statutory holiday pay.

d) An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless their absence is due to illness verified by a doctor's certificate, if required by the Employer.

e) Lieu days will be taken at such times as are mutually agreed between the employee and their immediate supervisor within a three (3) month period following the holiday. In the event that a lieu day has not been scheduled or taken within three (3) months following the holiday, management may pay it out to the employee.

17.03 If one of the above-mentioned holidays occurs on an eligible employee's regular day off or during an eligible employee's vacation period, the employee will receive an additional day off with pay in lieu thereof.

17.04 Pay for a statutory lieu day shall be calculated in accordance with the Employment Standards Act of Ontario.

17.05 When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, the Employer shall designate when the holiday is to be recognized for the purpose of scheduling time off. In such case, it is agreed that there shall be no premium payment for hours worked on the employer-designated day and any premium payment is reserved for time worked on the actual holiday itself as determined by the Employment Standards Act.

17.06 Unless otherwise stated, all entitlements to employees and obligations of the Employer shall be as outlined in the Employment Standards Act of Ontario.

17.07 An employee shall be granted leave for a religious holiday, upon written request to the Employer 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 18 – Vacation

18.01 Full-time Employees

a) For the purpose of calculating vacations and eligibility, the vacation year shall be January 1st to December 31st. Vacation shall be taken in the same vacation period in which it is earned.

b) Eligibility for vacation with pay for work performed by full-time employees shall be calculated at the employee's attained rate on the following basis:

i) Employees who have less than one year of full-time seniority shall be entitled to a vacation on the basis of 6.25 hours for each completed month worked.

ii) Employees who have completed one (1) or more years of seniority but less than five (5) years of seniority shall be entitled to vacation, calculated on the basis of 9.375 hours for each completed month worked, up to a maximum of one hundred and twelve and a half (112.5) hours (15 days).

iii) Employees who have completed five (5) years but not more than ten (10) years of seniority shall be entitled to a vacation, calculated on the basis of 12.5 hours for each completed month worked, up to a maximum of one hundred and fifty 150 hours (20 days).

iv) Employees who have completed ten (10) years of seniority shall be entitled to vacation, calculated on the basis of 15.625 hours for each completed month worked, up to a maximum of one hundred and eighty-seven and a half (187.5) hours (25 days).

c) Since vacation is taken in the vacation year for which it is earned, it is likely therefore, that an employee will take their full entitlement prior to it being fully earned. In the event that the employee terminates employment prior to the December 31st vacation year ending, repayment of vacation which was taken but unearned will be in accordance with Article 18.02 below.

d) Where a full-time employee's normal work week is less than 37.5 hours, the above entitlements shall be adjusted to a pro-rata lesser amount.

18.02 Full-time Employees-Effect on Termination

a) In the event that the employee terminates employment, any remaining vacation pay earned shall be paid out to the employee. Full-time employees who terminate employment with less than one full year of continuous service, however, shall be paid vacation pay equivalent to 4% of their gross regular earnings. If vacation has been received by the employee over and above the vacation they are entitled to pursuant to the terms of this Agreement, there shall be deducted from the salary of the employee, or refunded to the Employer by the employee, an amount equivalent to the pay for vacation received without entitlement.

b) An employee who resigns their employment with less than two weeks notice, shall be entitled only to the minimum vacation pay (4%) provided in the Employment Standards Act. An employee will not be permitted to include vacation time as part of their notice of resignation.

18.03 Transfer from Full-time to Part-time

a) Upon transfer from full-time to part-time service, any untaken vacation shall be converted to the equivalent amount of vacation pay and will be paid out to the employee. If vacation has been received by the employee over and above the vacation they were entitled as a full-time employee pursuant to the terms of this Agreement, there shall be deducted from the salary of the employee, or refunded to the Employer by the employee, an amount equivalent to the pay for vacation received without entitlement.

b) As a part-time employee, the employee will immediately begin to accumulate vacation pay in accordance with the percentage of gross regular earnings established for part-time employees. For employees transferring to part-time, credit will be given for time worked as a full-time employee in order to establish the percentage of vacation pay entitlement. This shall be done on the basis of one-year equals 1950 hours worked.

c) An employee transferring from Full-time to Part-time or Relief will be notified by the Human Resources department within two (2) weeks of their transfer date of the status of their vacation accrual.

18.04 Part-time Employees

a) For the purpose of this Article only, reference to part-time shall include regular part-time and relief staff.

b) Part-time employees must take a minimum of two (2) weeks vacation per year and may request additional vacation time in accordance with their seniority. Since part-time employees receive vacation pay in advance of their vacation, i.e. with their regular pay, there shall be no further compensation owed to the employee upon the taking of their vacation.

c) Vacation pay for employees shall be based on a percentage of gross regular earnings and shall be paid to such employees on a bi-weekly basis along with their regular pay. Eligibility for vacation pay for part-time employees, based on a percentage of gross regular earnings, therefore, shall be calculated at the employee's attained rate on the basis outlined below. In addition, vacation time off is also noted below:

Part-time Hours Worked	Vacation Pay (% of gross earnings)	Vacation Time Off
3899 or less	4%	2 weeks
3900 or more *	6%	3 weeks
(*or upon reaching 5 years service, whichever occurs first)		
9750 or more	8%	4 weeks
19500or more	10%	5 weeks

d) Change of Vacation Entitlement

A part-time employee whose vacation entitlement changes during the course of employment due to the achievement of the next level of hours, will begin to earn the new vacation pay and entitlement commencing on the first day of the pay period immediately following the date upon which the new pay and entitlement becomes effective.

The Employer will monitor such changes and will notify the employee, through the department Director, accordingly.

e) For the purpose of vacation entitlement, service for those employees whose status changes from part-time to full-time, shall mean the combined seniority as a part-time and full-time employee accumulated on a continuous basis. For the purpose of this article, one thousand nine hundred and fifty (1950) hours worked equals one (1) year of full-time service.

18.05 All employees shall refer any and/or all enquiries related to their vacation entitlement directly to their immediate supervisor.

18.06 New employees will be informed of their appropriate vacation entitlements at the time of hire.

18.07 Sickness/Accident During Vacation Period

a) Employees who become ill or suffer from an accident after the commencement of their scheduled vacation, shall not be entitled to claim sick leave pay/benefits during the balance of their scheduled vacation.

b) Where an employee's scheduled vacation is interrupted due to a serious illness or accident requiring the employee to be an in-patient in a hospital (as verified by a doctor's certificate), only the period of such hospitalization shall be considered sick leave and the balance of the employee's vacation shall be rescheduled.

c) Sick leave pay/benefits may be claimed only for those days of illness or accident extending beyond scheduled vacation which are regularly scheduled work days, provided that all other eligibility criteria of the Sick Leave Plan(s) are met.

e) Reasonable efforts will be made to reschedule vacation for employees who become ill or suffer an accident prior to the commencement of their scheduled vacation.

18.08 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement for which the employee would be entitled bereavement leave, the portion of the employee's vacation which is deemed to be bereavement leave shall not be

counted against the employee's vacation credits and the vacation will be rescheduled at a mutually agreeable time.

18.09 For full-time employees who had switched as of January 1, 2009 from the previous year accrual method to the same year accrual method outlined in Article 18.01 above, any vacation earned and untaken as of and including December 31st 2008 will be frozen in an employee's vacation bank and will be paid out to the employee only upon the employee's termination or retirement from Good Shepherd. The parties further agree however, that an exceptional circumstance may be considered by Good Shepherd for earlier payment of part or all of the banked vacation. Examples of such circumstances may include evidence of dire financial hardship, a one-time extended vacation to visit a sick family member overseas or additional time off associated with a bereavement leave. Other requests for exceptional circumstances will be considered by Good Shepherd on an individual basis on the understanding that approval will not generally be granted for the purpose of taking additional vacation time.

The Employer will not unreasonably deny exceptional circumstances requests.

18.10 Vacation Requests/Scheduling

a) On or before September 15th of each year, the Employer will provide each Full-time employee their projected paid vacation entitlement for the next calendar year. The entitlement is a projection only and is subject to change based on whether the employee has not worked the full calendar period in which the vacation is to be taken or has a carry-over balance from the previous year.

b) Written requests for vacation time off for all employees, relating to each employee's next calendar vacation year, shall be submitted to the supervisor/manager by October 15th of the preceding calendar year, subject to Article 15.04 a).

c) Vacation preferences/requests from employees failing to submit their vacation requests by the required deadline, cannot be guaranteed seniority preference over other employees who have submitted their requests on time. In the event that an employee fails to submit all or part of their vacation request by the required October 15th deadline, the Employer may schedule any or all remaining vacation and such scheduling shall not interfere with vacation schedules of those employees who have submitted their request by the required deadline.

d) In response to employee submissions by the required deadline, the Program Manager will post the approved vacation schedules by November 15th. With the exception of unforeseen circumstances, there shall be no cancellation of an employee's vacation.

e) Subject to Article 2.04, the parties may mutually agree, in writing, to change the vacation submission and vacation approval dates i.e. October 15th and November 15th respectively.

f) At the discretion of the department/program Manager, an employee may also be limited to a maximum of two (2) weeks' vacation during the prime vacation period of June 15th to September 15th.

g) Written requests for vacation time off, that are submitted after the required deadline noted above will be granted on the basis of the earliest date of the request, availability of replacement staff, and the efficient operation of the Program and continuity of service to clients.

h) In the case of conflicting requests for vacation, seniority will govern. A vacation request that has already been approved shall not be changed as a result of a subsequent request by a more senior employee if such request is submitted after the October 15th deadline. The Program Manager, or designate, reserves the right to determine any limitations to the scheduling and approval of vacation subject to the efficient operation of the Program.

i) An employee may make a written request to their supervisor to take vacation in periods of less than one week. Where an employee's schedule is comprised of shifts of varying duration, i.e. a combination of 8.0 hour shifts and 12 hour shifts, etc., vacation pay for each vacation day requested for full-time employees shall be drawn from the employees vacation entitlement up to the full number of hours that the employee would have normally worked, until the vacation pay accumulation/entitlement has been exhausted.

j) All scheduling of vacations shall be subject to the approval of the employees' immediate supervisor. An employee may not change their authorized vacation without the prior approval of the immediate supervisor.

k) Vacation will be granted on the basis of the number of employees within each employee group/program, volumes of work, and, if applicable, availability of replacement staff with the required skills and other relevant factors.

l) Vacation should be scheduled in such a way that the normal operating efficiency of the program is maintained with the least interruption of service, a minimum of overtime payment and minimum use of relief or replacement personnel.

m) Vacation may not be carried over from one vacation year to the next. The Employer reserves the right to schedule any remaining vacation prior to the end of the vacation year if it has not already been scheduled in accordance with article 18.10 b) above.

n) Permanent employees may take their vacation in a consecutive and unbroken manner consistent with the requirements of the Collective Agreement.

18.11 Unless otherwise stated herein, all other vacation entitlements shall be in accordance with the Employment Standards Act of Ontario.

ARTICLE 19 – Benefit Plans

19.01 All regular Full-time employees must satisfy a three (3) month waiting period from their hire or transfer to full-time status prior to being eligible for benefit coverage. Enrolment and eligibility for benefits is subject to the requirements of the insurance carriers in accordance with the plan design(s) and it is understood that where the benefit is insured by a third party insurance carrier, the Good Shepherd Centres Hamilton shall not be bound to benefit entitlements that are outside of or limited by the benefit plan design(s). Having satisfied the required waiting period, all full-time employees must apply to be enrolled in the plans outlined below.

19.02 Extended Health Care/Vision Care

a) The Employer agrees to contribute 100 % of the billed premiums towards Extended Health Care as of May 1st, 2007 for eligible full-time employees in the active employ of the Employer.

b) Pay Direct Drug Card

Where available by the insurance carrier secured by the Employer to administer the benefits, a Pay Direct Drug Card will be provided to employees covered by the Drug Plan and shall be administered by the insurance carrier subject to the plan design. In the event that a Pay Direct Drug Card is not available, as determined by the Insurance Carrier, the cap on the dispensing fee shall no longer apply.

c) Vision care coverage shall be up to $300 every two years.

19.03 Dental

The Employer agrees to contribute 100 % of the billed premiums towards Dental coverage in existence as of May 1st, 2007 for eligible full-time employees in the active employ of the Employer.

19.04 Sick Time and Long-Term Disability Coverage (Full-time Employees Only)

a) Sick leave is defined as the period of time an employee is absent from work with by virtue of being ill or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

b) Sick time accrual is prorated to actual time worked. Active full-time employees shall accumulate paid sick time of up to seven and a half (7.5) hours for each completed calendar month worked, to be used

solely for the purpose intended. Sick time may be accrued to a maximum of 262.5 hours within a thirty-five (35) month period, to allow for sufficient time for recovery in the event of serious illness. At no time shall an employee be permitted to go into a negative sick time balance i.e. employees shall only be paid sick time if they have sufficient time in their accumulated bank.

c) The employee has no entitlement to payment for unused sick time at the termination of their employment. On termination or retirement, all accumulated unused sick leave credits will be equal to zero and have no monetary value.

d) An employee who has medical, dental and/or therapy appointments which could not be scheduled during non-working hours shall be entitled to use up to four (4) days of accumulated leave per calendar year (i.e. up to 30 hours) for this purpose and the time used will be deducted from the employee's sick leave bank.

e) An employee may use up to 3 (three) days i.e. up to 22.5 hours, of their accumulated sick leave days per calendar year as 'family responsibility leave', as defined in the Employment Standards Act of Ontario, to attend to a dependent child who is ill and residing in the employee's home due to illness, injury, medical emergency or urgent matter relating to the following family members;

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee
- relative of the employee who is dependent on the employee for care or assistance

f) Long-Term Disability

Provided that Good Shepherd is able to make an insurable Long-Term Disability Plan available to full-time staff, eligible employees in the active employ of the Good Shepherd Centre Hamilton, must contribute 100 % of the cost of billed premiums towards Long Term Disability coverage that was in existence as of May 1st, 2007. This contribution shall be deducted from the employee's regular pay. The actual employee contributions for premium costs may be adjusted from year to year as determined by the insurance carrier and deductions from the employee's pay shall be adjusted accordingly. Eligibility for all other

insured benefits is conditional upon employee's full payment toward the Long-Term Disability Plan.

g) Physician Certificates
At the Employers discretion, a doctor's may be required for any absence due to sickness. The medical certificate must be acceptable to the Employer.

h) The Employer shall pay the full cost of any medical certificate when it is requested from the employee. The Employer agrees that employee health information is strictly confidential, will be filed separately and that access thereto shall be given only to those persons directly involved in administering that information. Nothing in this Article shall restrict the Employer's ability from requesting medical documentation to assess accommodation needs and/or to manage employee's attendance in accordance with the Attendance and Absenteeism Management policy (HUM-08).

19.05 Life Insurance/A.D. and D.

The Employer agrees to contribute 100 % of the billed premiums towards Group Life Insurance and Dependent Life Insurance coverage in existence as of May 1st, 2007 for eligible full-time employees in the active employ of the Employer.

19.06 Group Registered Retirement Savings Plan (Group RRSP)

All full-time employees hired or commencing full-time employment in a full-time position after the date of ratification must contribute 3 % of regular earnings to a Group Registered Retirement Savings Plan. Following two (2) years of plan participation, the Employer will commence a matching contribution of 3 %. Funds deposited in the Group RRSP are not accessible until the employee retires or terminates employment with the Employer.

19.07 For full-time employees who have been approved by the Employer to work less than the normal hours of work referred to in Article 15.01 above, sick leave accrual and benefit premium costs associated with the Extended Health, Vision and Dental plans shall be adjusted on a pro-rata basis. With respect to the insured plans, a deduction shall be made from the employee's regular pay for the portion of the hours not normally worked by the employee.

ARTICLE 20 – Payment of Wages (schedule 'A') and Classifications

Attached hereto and forming part of this Agreement is Schedule 'A', outlining classification, wages and applicable wage step adjustments related to demonstrated learning and/or satisfactory work performance.

20.01 a) Wages will be paid on a bi-weekly basis by direct deposit to an employee's financial/bank account at a recognized financial institution. In the event that the Employer is unable to make the pay deposit on the normal bi-weekly date due to statutory holidays, the Employer will advise the Union in advance, with as much notice as is reasonably possible, to discuss ways of minimizing any adverse effects, if any, on staff. On each pay day, each employee shall be provided with an itemized statement of their wages and deductions.

b) Upon completion of two (2) years of full-time continuous service, an employee will be eligible to receive a one-time lump-sum retention bonus equivalent to 3% of their regular earnings for the two-year period commencing the date of their full-time employment. The employee may elect to deposit this lump-sum payment into their group RRSP, provided the employee has the contribution room, or to have this bonus added to his/her wages and paid in a lump-sum amount, less any deductions required by law.

20.02 New Classification

a) Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such requests will be made within ten (10) calendar days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

In the event that the parties are unable to agree on a rate, either party may refer the matter to arbitration within fourteen (14) calendar days of the Employer's final decision.

b) When a new classification which is covered by the terms of this Collective Agreement is created, a copy of the role description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 20.02 a) above.

20.03 Changes to Classifications

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

Any change in the rate mutually agreed to shall be retroactive only to the date that the Union raised the issue with the Employer.

In the event that the parties are unable to agree on a rate, either party may refer the matter to arbitration within fourteen (14) calendar days of the meeting.

20.04 No Pyramiding

In no event shall there be any pyramiding of benefits, premiums, or other payments under this Collective Agreement.

ARTICLE 21 – Miscellaneous

21.01 Bulletin Board

The Employer agrees to provide a bulletin board for each work site on which to display notices pertaining to Union business. All posted materials must be on official union letterhead and signed by an official representative of the Union. All materials not on official Union letterhead may be removed by the Employer.

21.02 Change of Personal Employee Information

It shall be the duty of each employee to notify the Employer and the Executive Administrator of the Union promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall immediately notify the Employer of any change to their telephone number, banking information or other information related to their employment. The Employer shall not be held responsible or liable for any hours, wages or any other entitlements lost as a result of not being promptly notified by the employee of a change in information.

21.03 The parties recognize that variations in terms and conditions of employment may become necessary within the Program due to requirements and restrictions of the funding bodies and any un-funded deficits. The Employer will endeavour to discuss any funding restrictions or deficiencies with the Union that may have an effect on the employment status of employees affected in an effort to minimize any adverse effects, if any. Such discussions shall be initiated by the Employer as far in advance as reasonably possible.

21.04 Superior Conditions

Unless existing benefits, rights, privileges, practices, terms of conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect. This provision shall not apply to any identified superior benefits which have been retained upon mutual agreement between the Parties.

21.05 Copies of this Agreement, for distribution to bargaining unit employees, shall be printed in a format agreeable to both parties, the costs of which shall be equally shared between the Employer and the Union.

21.06 No employee shall suffer a loss of employment or a reduction in hours as a result of contracting out.

21.07 Mileage Allowance

Employees using their vehicles in the normal course of their work shall be paid a travel allowance equivalent to $0.586 per kilometre for travel on authorized Good Shepherd business. The Employer will communicate the responsibilities for business use insurance to members of the bargaining unit upon hire.

ARTICLE 22 – Personnel File

22.01 An employee shall have the right to review their personnel file upon giving ten (10) days written notice to the Human Resources department. An employee may request copies of any material contained in their personnel file at a reasonable cost as determined by the Employer.

22.02 When the Employer undertakes a written evaluation of an employee, it will complete the process within four (4) weeks. Written evaluations, which are to be filed in the employee's personnel file, shall be shown to the employee in advance of it being filed. The employee may add their views to such evaluation before it is filed and shall receive a copy of the evaluation upon request.

22.03 Discipline

When a disciplinary letter is placed into an employee's file for a particular offence, the following format will be used:

- Suspension of one (1) day or more – Twenty-four (24) months;
- Written warnings – Eighteen (18) months.

Provided that the employee is discipline free during the specified time. After the said incident, progressive disciplinary steps will begin again.

For the purpose of this article, the time periods referred to above shall be extended by the length of any leave, other than vacation or Union Leave as outlined in Article 14.03 c), taken by the employee.

ARTICLE 23 – Term and Renewal

23.01 The Agreement shall be in effect from April 1, 2024 and shall continue to March 31, 2027 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 23.02.

The Good Shepherd Centres and the Union agree to unanimously recommend complete acceptance of all terms of this Memorandum of

Settlement to their respective principals and members for approval and ratification.

23.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party within ninety (90) days prior to the expiration of this Agreement or to any anniversary of such expiration date.

23.03 If notice of amendment is given by either party, the other party agrees to meet for the purposes of negotiations within thirty (30) days after the giving of such notice, if requested to do so.

Signed on this ____ day of _____, 2025

For the Union:

For the Employer:

APPENDIX 'A' – Wages

HOURLY WAGE RATES (PER ARTICLE 20)

CUPE GS1	Adj. Date		Start	2 yrs	4 yrs	6 yrs	8 yrs
Cook	Prev Rate	3.75%	19.84	20.87	21.83		
Cook/Housekeeper							
Data Entry Clerk/	1-Apr-24	3.50%	20.53	21.61	22.59		
Housekeeper/Janitor		**1950 hrs**	**21.90**	**23.05**	**24.10**		
Peer Support Worker	*Equity Adjustment		0.35	0.35	0.35		
Program Assistant	***Adjusted Rate**		**22.25**	**23.40**	**24.45**		
Receptionist							
Residential Support Worker	1-Apr-25	3.50%	23.03	24.21	25.30		
	1-Apr-26	3.50%	23.84	25.06	26.19		

CUPE GS2			Start	2 yrs	4 yrs	6 yrs	8 yrs
Case Manager	Prev Rate	3.75%	20.73		21.78	22.86	24.28
Child and Youth Worker							
Drop- n Case Manager	1-Apr-24	3.50%	21.45		22.54	23.66	25.13
Family Support Worker		**1950 hrs**	**22.89**		**24.04**	**25.23**	**26.80**
Housing Case Manager	*Equity Adjustment		0.35		0.35	0.35	0.35
Partner Contact	***Adjusted Rate**		**23.24**		**24.39**	**25.58**	**27.15**
	1-Apr-25	3.50%	24.05		25.25	26.48	28.10
	1-Apr-26	3.50%	24.89		26.13	27.41	29.09

CUPE GS3			Start	2 yrs	4 yrs	6 yrs	8 yrs
Homelessness Prevention Case Manager	Prev Rate	3.75%	20.70	21.72	22.81	23.97	25.29
Housing Coordinator	**Parity Adjustment		0.03				
Housing Support Specialist	***Adjusted Rate**		20.73	21.72	22.81	23.97	25.29
Intensive Case Manager							
Landlord/Tenant Worker	1-Apr-24	3.50%	21.45	22.48	23.61	24.81	26.18
Rapid Mobi e Case Manager		**1950 hrs**	**22.89**	**23.98**	**25.19**	**26.46**	**27.92**
SOS Intensive Case Manager	*Equity Adjustment		0.35	0.35	0.35	0.35	0.35
Supportive Housing Specialist	***Adjusted Rate**		**23.24**	**24.33**	**25.54**	**26.81**	**28.27**
Transitional Support Worker							
	1-Apr-25	3.50%	24.05	25.18	26.43	27.75	29.26
	1-Apr-26	3.50%	24.89	26.06	27.36	28.72	30.29

*** $0.35 Equity Adjustment effective upon transition from the 40-hour paid work week to a 37.5 hour paid work week**

**** $.03 Parity Adjustment applied immediately prior to the Apr 1 24 rate adjustment GS3 for parity with GS2 start rate**

CUPE GS4	Adj. Date		Start	2 yrs	4 yrs	6 yrs	8 yrs
Family Court Support Worker Gender Based Violence Program Facilitator	Prev Rate	3.75%	21.63	22.70	23.84	25.03	26.30
Gender Based Violence Program Facilitator (Child and Youth Focus) Housing Legal Advocate	1-Apr-24	3.50%	22.39	23.50	24.68	25.91	27.22
		1950 hrs	**23.88**	**25.06**	**26.32**	**27.64**	**29.04**
LEAF Facilitator	*Equity Adjustment		0.35	0.35	0.35	0.35	0.35
Legal Advocate	***Adjusted Rate**		**24.23**	**25.41**	**26.67**	**27.99**	**29.39**
Migrant Women Worker's Facilitator Second Stage Works Facilitator WAESP Facilitator	1-Apr-25	3.50%	25.08	26.30	27.60	28.97	30.41
Wellness Facilitator	1-Apr-26	3.50%	25.96	27.22	28.57	29.98	31.48

*** $0.35 Equity Adjustment effective upon transition from the 40-hour paid work week to a 37.5 hour paid work week**

**** $.03 Parity Adjustment applied immediately prior to the Apr 1 24 rate adjustment GS3 for parity with GS2 start rate**

Letter of Understanding

Re: Student Workers

The provisions of this Letter of Understanding shall apply to all Students in the Women's Service, Family Centre and Reaching Home Division Programs as follows:

- Students employed in the summer in the student classification set forth in Schedule "A" shall be paid at the minimum wage rate set out in the Employment Standards Act of Ontario, or if specific funding is allotted by the funder, at the rate funded, but no less than the minimum wage rate.

- Students in an educational or skill training program employed during their regular school, college or university session or vacation period or occupying a "co-operative education position" under a co-operative education program. Such students shall be paid in accordance with section 1 if funding is available and specified for the student placement.

- Students completing a practicum assignment as part of their educational program shall not be eligible for compensation.

Further, the parties agree to the following:

- The use of Student Employees shall not result in a reduction to the permanent staff complement in any area.

- Students shall not be entitled to shift premiums.

- Local 5167 recognizes the Student shall not be classed as "regular employees" and shall not attain seniority, shall not be eligible for benefits or have bargaining unit rights, and further, time spent in the service of Good Shepherd as a Student shall not count towards a probationary period or accumulated aggregate service.

- No Student shall be retained in work, or be hired to work, within any bargaining unit position until any employees previously laid off and holding recall rights within the bargaining unit have been recalled or otherwise offered employment, provided they have sufficient ability and qualifications to perform the work required.

For the Union: For the Employer:

Letter of Understanding

Re: Meal Period Process

Employees will sign up on a break sheet at the start of their shift to schedule their meal period for the day. Each employee shall be trained on the process.

If a co-worker cannot take their meal period at the agreed to and scheduled time due to service needs, the following options are available:

1. Reschedule to reasonable alternate time on the same shift. This process is not intended to bank a missed meal period to be taken at the end of the day.

2. Problem solve with colleagues, or supervisor, or manager. There is no need to call an on-call supervisor after hours if unable to take meal period.

3. If meal period is missed, employee will update ADP and add a comment that explains the reason.

4. If the approving manager has a question about the missed meal period, they can refer back to the comment or connect with the employee. Missed meal periods will be paid at time and one half the hourly rate.

For the Union:

For the Employer:

Letter of Understanding

Re: Automated Call-Around System

The parties agree to include 'Automated Call-Around System' as a standing item on the Labour Management Committee until the parties agree it is no longer required.

For the Union:

For the Employer:

Letter of Understanding

Re: Mental Health in the Workplace

Good Shepherd Centres and its employees have a shared commitment in fostering a workplace culture which endeavors to sustain positive mental health and well-being of all employees. In this endeavour, Good Shepherd will:

1. Establish programs to increase knowledge, awareness and de-stigmatization of mental health and wellbeing matters.

2. Promote positive mental health in the workplace.

3. Support recovery from psychological injuries in accordance with Good Shepherd policies and procedures.

Good Shepherd Centres employees and third parties who come into the workplace to provide services to the Good Shepherd Centres are shall be held to the Good Shepherd workplace violence policy.

For the Union:

P. Macp-Pollock

For the Employer:

Baldwin

I. McPherson