

Collective Agreement

Between

**Ontario Public Service Employees Union on behalf of its
Local 550**

And

The Salvation Army Islington Seniors' Shelter

DURATION: May 1, 2019 to April 30, 2021



Sector 5
5-550-10482-20210430-5

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PREAMBLE

The parties seek to establish a caring and supportive atmosphere in The Salvation Army Islington Seniors' Shelter and agree to support a living and working environment based on mutual respect.

ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of The Salvation Army Toronto Housing and Homeless Supports- Islington Seniors' Shelter, in the City of Toronto save and except Administrative Coordinators, Chaplains, Salvation Army Officers, Supervisors and persons above the rank of Supervisor.

DEFINITIONS

2.02 A full time employee is a permanent employee who works the full time hours as specified in article 19.01 of this agreement.

2.03 A part time employee is a permanent employee who is regularly scheduled to work not more than twenty-four (24) hours per week.

2.04 A relief employee is an employee who does not work on a regularly scheduled basis and whose hours of work are determined by the Employer's needs and the employee's availability, for not more than twenty-four (24) hours per week on average (with occasional temporary periods of full time hours). Work is scheduled as required to replace regular staff on an emergency basis, including sickness, vacation and other unanticipated absences

Should a relief employee not perform work for the Employer for a period of three (3) months or turn down three (3) shifts or does not respond to the offer of a shift within a reasonable time three (3) times within a three (3) month period, then they shall be removed from the relief list.

2.05 A temporary employee is an employee who works full time or part time hours of work as specified in this agreement and who is employed to replace a permanent employee who is on approved leave. A temporary employee may replace an employee on approved leave for up to one (1) year or such longer period as the parties may agree to. A temporary employee may also be used for special projects

of a non-recurring kind for a period of six (6) months or such longer period as the parties may agree to.

- 2.06 Any amended conditions of employment for part time, relief and temporary employees shall be specified throughout this agreement or in appendices attached.
- 2.07 Throughout the Agreement, it shall be acknowledged by all parties that whenever the feminine or masculine gender is used, it shall be considered to be reference to all genders as defined in the *Ontario Human Rights Code*. Where the singular is used it will also be deemed to mean the plural within the appropriate context.
- 2.08 Throughout this collective agreement the reference to “working days” shall mean Monday to Friday inclusive.
- 2.09 It is understood that where “spouse” is used in this agreement, it shall be as defined in the *Ontario Human Rights Code*

ARTICLE 3 – NO DISCRIMINATION

- 3.01 The Employer and the Union agree that there will be no intimidation, bullying, harassment, discrimination, interference, restraint or coercion exercised or practised by the parties or its representatives because of membership or activity or lack thereof in the Union.
- 3.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practised or permitted by the Employer or the Union or any of their representatives against any employee because of sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, race, colour, creed, record of offences, place of origin or ethnic origin, ancestry, citizenship, receipt of public assistance, and political opinion.
- 3.03 The Employer and the union are committed to providing a harassment free workplace.
- 3.04 **Accommodation**
The parties agree that each party, and all employees, may have an obligation to accommodate an employee who may for protected reasons under the *Ontario Human Rights Code* require accommodation in employment. A committee of equal representatives shall be struck whose role it will be to develop a return to work plan or an accommodation plan for each employee who requires accommodation. The committee will meet when necessary or will develop terms of reference to outline operational processes. Union representatives to such committee shall be duty assigned by the employer.

The Employer shall make every reasonable effort to accommodate the needs of employees related to prohibited grounds under the *Ontario Human Rights Code*. Where accommodation of a returning employee is necessary, the Employer shall develop a return to work protocol with the Union through the accommodation committee.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 Management of, and the direction of the employees are vested in the Employer and shall not be abridged except as specific restrictions are set forth in this agreement. The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency; to establish and enforce reasonable rules;
 - (b) hire, classify, direct, promote, demote, layoff, recall, transfer, schedule within the regulations set out herein, discipline, suspend or discharge employees provided that a claim by an employee that he has been discharged or otherwise disciplined without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) generally to manage the enterprise in which the Employer is engaged and, without restricting the generality of the foregoing, to determine when overtime shall be worked; the means of performing work; job content and requirements; the qualifications of employees; and to establish policy and procedures for the efficient conduct of its business.
 - (d) determine in the interest of efficient operations and high standards of service, classifications, hours of work, assignments, scope of service to be provided to clients and the working establishment for the service.
- 4.02 The Employer shall exercise its rights in a manner that is consistent with the terms of this agreement.
- 4.03 The Employer shall not enter into individual agreement(s) with an employee in the bargaining unit.

ARTICLE 5 – DUES DEDUCTION

- 5.01 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this agreement, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit an electronic payment to the Union, not later than the 15th day of each month following the month in which dues were

deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

- 5.02 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.
- 5.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer agrees to recognize up to three (3) Union Stewards elected or appointed from among the employees in the bargaining unit.
- 6.02 The duty of the stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 6.03 The Union will inform the Employer, in writing, of the names of the stewards and of any subsequent changes.
- 6.04 The Union acknowledges that the stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.
- 6.05
 - (a) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the Employer.
 - (b) A grievor, a Union Steward, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union who attends such a meeting during his/her normal working hours shall be paid at his/her regular earnings for the period of time to prepare for and attend the meeting. At any such meeting, the grievor is entitled to be assisted by his/her steward and a Staff Representative when necessary.

- 6.06 When discipline is to be imposed, or at any meeting with the Employer resulting from the application or interpretation of the terms and conditions of this Collective Agreement, an employee is entitled to be represented by a Union steward.
- 6.07 **Negotiating Committee**
- (a) The Employer agrees to recognize the negotiating committee comprised of a Union Staff Representative/Negotiator and three (3) bargaining team representatives who shall be elected or appointed from amongst the employees in the bargaining unit for the purpose of negotiating the Agreement or its renewal. For the time spent in negotiations up to and including conciliation, the employees' salary, credits, and applicable benefits shall be maintained by the Employer. Either party may utilize additional resource staff as may be required.
 - (b) The Employer shall also release negotiating team members from duty for reasonable preparation time.
- 6.08 **Employer/Employee Relations Committee**
- (a) It is agreed that a joint committee will be established with equal representatives of the Union and of the Employer. The Employer shall ensure that at least one of their representatives is empowered to make decisions for the Employer.
 - (b) The committee shall meet at the request of either party to discuss matters of concern at a mutually-agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this collective agreement and thereafter shall alternate between a Union member and an Employer member.
 - (c) The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management or employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
 - (d) Employees serving on the Employee-Employer Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee, including reasonable preparation time.
- 6.09 The Employer shall maintain wages, benefits and credits for employees carrying out activities under this agreement.
- 6.10 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever necessary. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

6.11 **Copies of the Agreement**

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

- 6.12 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employer's orientation period without loss of regular earnings. The employee will be given a copy of the collective agreement.

6.13 **Bulletin Board**

The Employer will provide bulletin boards for the purpose of posting notices regarding meetings and other matters of Union business. Notices must be approved by the Employer and the Union Local President or Unit Steward. Approval shall not be unreasonably withheld.

6.14 **Job Security**

- a) The Employer shall not contract out any work or services currently performed by bargaining Union members with the exception of volunteers. However, volunteers will work under the guidance of bargaining unit members and are not to be scheduled or assigned to replace bargaining unit members at any given time.
- b) The Employer shall continue to utilize "Agency Staff" to perform work currently being done by bargaining unit members but only in areas where this practice has been established (Front Line Workers) and during weekend, evening and overnight work if Full-Time, Part-Time or Relief Workers are not available to work.

However, it is understood that if the need arises to cover a day shift, Agency Staff may be called for the shift only if a Full-time, Part-time or Relief workers is not available to work. In the interim management will continue to try to locate a Relief staff available to cover the rest of the shift.

Agency staff shall not be scheduled in advance. Such practice would not result in the layoff or the reduction of regular hours of work of bargaining unit employees.

ARTICLE 7 – OCCUPATIONAL HEALTH AND SAFETY

- 7.01 The Employer agrees to establish and maintain one joint Health and Safety Committee in accordance with the provisions of *The Occupational Health and Safety Act (OHSA)* and regulations as amended from time to time. The Committee shall be comprised of equal representatives from the Union and

representatives from the Employer. Two (2) bargaining unit representatives shall be certified and these costs shall be paid by the Employer.

Time off shall be granted to committee members at the regular or overtime rate, and preparation time of no less than one (1) hour per meeting as provided in *OHSA*.

- 7.02 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 7.03 The Employer agrees to provide all safety clothing and equipment required. The Employer agrees to pay for all monitoring and testing as may be required for the safe operation of a work site and its' surrounding environment.
- 7.04 All employees covered by this agreement have a right to freedom from harassment in the workplace. All employees have a right to freedom from harassment because of sex, by his or her Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. The Employer undertakes to investigate all complaints of workplace harassment in an expeditious manner and share the results of such investigation with the Union.
- 7.05 **Violence in the Workplace**
- (a) The parties agree that violence shall be defined as any behaviour, or incident, in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. An employee who believes he/she has been subjected to such incident shall report this to a Supervisor who will make every reasonable effort to rectify the situation.
- (b) The Employer agrees to develop formalized policies and procedures to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

ARTICLE 8 – NO STRIKE OR LOCK-OUTS

8.01 There shall be no strikes or lock-outs for the term of this agreement as provided in the *Ontario Labour Relations Act*.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.

9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until s/he has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within ten (10) days of becoming aware of the complaint. If the complaint is not settled, it shall be taken up as a grievance within seven (7) days of the discussion in the following manner and sequence:

9.03 Stage 1

The employee may file a grievance in writing with the immediate Supervisor. The written grievance, signed by the employee, shall state the nature of the grievance and the re-dress sought. The immediate Supervisor shall give the grievor his decision in writing within seven (7) days of the submission of the grievance.

9.04 Stage 2

If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the Executive Director, or his designee, who shall hold a meeting with the grievor and his/her union representative at a mutually agreeable time within ten (10) days of receipt of the request. The Executive Director shall deliver his/her decision in writing within seven (7) days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit his/her grievance to arbitration as set out below.

9.05 Dismissal Grievance

A claim by an employee who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within fourteen (14) calendar days of the discharge or suspension. Such grievance shall commence at Stage 2 of the grievance procedure as herein provided; such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation or by any other arrangement which is acceptable to the parties, or, if necessary, an Arbitrator or Board of Arbitration.

9.06 **Policy and/or Group Grievances**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, it may be submitted at Stage Two of the grievance procedure. Such grievances must be submitted within twenty (20) days after the incident giving rise to the grievance.

9.07 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

9.08 In this Article and Article 10, days shall include all days exclusive of Saturday, Sunday and designated holidays.

9.09 The employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure.

9.10 **Mediation**

The parties may mutually agree to refer a grievance to a mediator before proceeding to arbitration. The selection of a mediator will be agreed to and costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter may then be resolved at arbitration. The referring party shall contact the other and agree on a satisfactory selection process.

ARTICLE 10 – ARBITRATION

10.01 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

10.02 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

10.03 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time identify a choice for a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall identify its' choice of a sole arbitrator. The parties may confer in an effort to seek agreement on a sole arbitrator, or where there is no agreement within a period of fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure.

Where a party prefers to use a full panel for arbitration, each side as noted above shall identify a nominee to the panel and they shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

- 10.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 10.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.06 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 10.07 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 10.08 Each of the parties will bear the expense of its nominee, where necessary, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 10.09 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.10 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.
- 10.11 Employees who are summonsed or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work with pay.
- 10.12 The Arbitration Board shall be governed by the following provisions:
 - (a) The Arbitrator or Arbitration Board shall hear and determine the grievance and issue a decision which is final and binding on the parties and upon any employee affected by it.
 - (b) The decision of the majority is the decision of the Arbitrator or Arbitration Board, but if there is no majority, the decision of the chairman governs.
 - (c) The Arbitrator or Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

ARTICLE 11 – PERSONNEL FILE

- 11.01 An employee shall be entitled to view the entire contents of his or her personnel file.
- 11.02 (a) Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee eighteen (18) months following receipt of such letter, suspension or other sanction.
- (b) The Employer will not rely on or refer to adverse comments on a performance appraisal if subsequent appraisals do not show a continuation of the problem eighteen (18) months after the occurrence of the original problem.
- (c) A copy of each performance appraisal shall be given to an employee and a copy shall be placed on his or her file.
- (d) An employee who objects to his or her performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections and such statement shall be appended to the performance appraisal in the personnel file.
- (e) The Employer shall provide an employee with written reasons for any disciplinary action, and with a copy of any adverse report. Any reply by the employee shall become part of the employee's record.

ARTICLE 12 – SENIORITY

- 12.01 (a) Seniority as referred to in this agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the employer and shall be on a bargaining unit-wide basis. Where two (2) or more employees share the same last date of hire seniority shall be determined alphabetically by last name.

Clarity Note:

Last date of hire includes all unbroken service prior to certification of the Union for all bargaining unit members.

- b) Full-time employees shall accumulate seniority on the basis of years, months, and days of employment since last date of hire. Part-time employees shall accumulate seniority on the basis of hours worked since last date of hire.
- 12.02 Seniority lists will be maintained and posted on the union bulletin boards. The lists shall be updated every six months and a copy of each list shall be supplied to the

12.03 Where an employee moves from full-time status to part-time status or vice-versa, she shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority in accordance with the new status. One year of full-time seniority shall equal 2080 hours.

12.04 **Probationary Employee**

All new employees shall be hired on a probationary basis for a period of three (3) calendar months or 520 hours of work. A probationary employee may not grieve his/her release from employment for performance related issues, but may grieve termination occurring as a result of an arbitrary, discriminatory or bad faith action on the part of the Employer.

12.05 **Accumulation of Seniority**

Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority s/he had when s/he left.

Notwithstanding the above, seniority shall continue to accumulate during the entire period of a layoff, while off on approved leave and receiving employment insurance, while off on approved leave due to illness or injury, during pregnancy and parental leave, or Union leave.

12.06 **Loss of Seniority and Termination of Employment**

Continuity of service shall be considered broken and employment terminated if the employee:

- (a) resigns or retires;
- (b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- (c) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
- (d) fails to notify in writing the Employer of the employee's intentions within five (5) calendar days and fails to report for work within ten (10) calendar days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer;
- (e) is absent from work for three (3) days without providing a reason satisfactory to the Employer;
- (f) is laid off for a period in excess of twenty-four (24) months
- (g) uses a leave of absence for a purpose other than that for which it was granted;

- (h) It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

12.07 If any provision of this Article 12 is found to conflict with the *Ontario Human Rights Code*, the parties shall amend this Article to the extent required.

ARTICLE 13 – POSTING AND FILLING OF VACANCIES

13.01 In all cases of posting and filling of vacancies, the Employer shall give consideration to qualifications, training, experience and ability. Where these factors are relatively equal the Employer shall select the senior candidate.

13.02 The posting shall be placed on all bulletin boards and a copy provided to the Union at the same time. The posting shall contain:

- (i) the job title and job description
- (ii) the location of the position
- (iii) the reporting line and supervisory structure
- (iv) the hours of work and rate for the job, including salary progression
- (v) the qualifications and experience required to perform the job
- (vi) a brief description of the nature of the job

13.03 The posting shall clearly indicate the deadline date for application and the location or person to whom applications shall be made. The posting period shall be for not less than 10 calendar days from date of posting.

13.04 The successful candidate shall be placed on a three month trial period upon starting the new position. During this period, the employee may elect to return to his/ her former position. If the Employer decides that the successful candidate is not performing the normal duties of the position adequately, assistance will be provided to the employee to become familiar with the position. In the event the employer decides within the three month trial period that the employee cannot adequately perform the normal duties of the position, the employee will be returned to the employee's former position.

13.05 No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed and no bargaining unit applicant was selected. At that time the employer may seek applicants from outside the bargaining unit. However, the Employer may post externally during this time.

13.06 **Temporary Positions**

A temporary position is one that is expected to be non-recurring in nature and of less than 6 months duration, or as a specific replacement for an employee on parental leave or another leave of absence with a pre-defined duration.

- 13.07 Postings for such positions under Article 13, Posting of vacancies shall be for no less than 5 working days and selection shall take place within 5 working days of the expiry of the posting.
- 13.08 The trial period provided in 13.04 shall not apply in the case of temporary positions.
- 13.09 All other conditions of Article 13, Posting & Filling of vacancies shall apply.
- 13.10 On expiry of the temporary posting, the employee shall return to their former position.

ARTICLE 14 – EMPLOYMENT STABILITY - LAYOFF AND RECALL

- 14.01 A layoff is defined as a reduction in the regular hours of a position, reduction in the number of bargaining unit employees, or the elimination of one or more bargaining unit positions which are occupied by employees at the time of elimination.
- 14.02 Layoffs shall be carried out by reverse order of seniority within their classification, provided that the senior employees are able to perform the normal requirements of the work.
- 14.03 (a) In the event of a layoff of a permanent or long term nature, the Employer will provide the Union with thirty (30) days' notice prior to informing employees. During the Union notice period the Employer will meet with the Union to discuss measures, if any to avoid the layoff(s).
- (b) Such meeting will review the following:
- the reasons causing the layoff;
 - the services the Employer will undertake after the layoff;
 - alternatives to layoff;
 - the method of implementation; and
 - ways the Employer can assist employees to find alternative employment where the layoff is considered permanent
- 14.04 A copy of any notice of lay off to an employee will be provided to the Union at the same time.
- 14.05 Employees with the less seniority within the position in which the layoff takes place shall be laid off first, provided that the employees who remain on the job have the ability to perform the work.
- 14.06 An employee given notice of a permanent layoff shall be entitled to accept the layoff and retain recall rights or displace an employee of the same status (eg. FT / PT) with lesser seniority provided that the senior employee is able to perform the normal requirements of the job.

14.07 Benefits Continuation

- (a) In the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs.

14.08 Voluntary Layoff

- (a) Subject to the conditions outlined in this Article, an employee who has not received a notice of layoff may offer to be laid off and give up her job for possible redeployment of an employee who has received notice of layoff.
- (b) An employee shall advise the Executive Director in writing of her desire to make an offer of voluntary layoff.
- (c) The position of an employee making an offer under this Article will be considered to be a vacancy for redeployment of an employee who has received notice of layoff, provided the employee originally subject to layoff is able to perform the work in that position with only a reasonable period of familiarization and training, as may be agreed upon between the parties.

14.09 Attrition

It is understood that where the Employer deems it practical, attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.

14.10 Severance

- (a) In place of the severance provisions of the *Employment Standards Act*, an employee who has been given a notice of layoff and has subsequently been permanently laid off or otherwise terminated shall be entitled to severance pay in an amount equal to the employee's regular wages in a non-overtime work week multiplied by two (2), then multiplied by the number of the employee's years of service, and pro-rated for portions thereof.
- (b) An employee may elect, at any time during the recall period, to terminate her employment and to receive severance pay, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee.

14.11 Temporary Work

Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

14.12 Recall

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twelve (12) months.

14.13 The Employer shall recall employees in order of seniority to vacant bargaining unit positions for which she can perform the required work, for a period of twelve (12) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

14.14 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position.

14.15 No new employee shall be hired until those laid off and placed on the recall list, and who have the ability to do the work, have had the opportunity to be recalled.

14.16 Government Programs

The Employer agrees that no bargaining unit employee shall be laid off as a result of the Employer's participation in Federal, Provincial or Municipal Wage Assisted Workfare, or other Programs. Further, the Employer agrees that there shall be no loss of hours, wages or jobs for either part-time or full-time employees as a result of the Employers' participation in such programs.

14.17 No Contracting Out

There will be no contracting out of work done by the bargaining unit. Except as provided for under Article 6.14

14.18 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

14.19 Restructuring

In the event of reorganization or restructuring of the Employer, which may have potential adverse effects upon employees in the bargaining unit, the employer shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact, including:

- (a) identifying and proposing alternatives to any action that the Employer may be considering
- (b) identifying and seeking ways to address retraining needs of employees

During any restructuring or reorganization, employees shall not be required to reapply for positions which are substantially the same in nature.

ARTICLE 15 – TECHNOLOGICAL CHANGE

- 15.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of employees within the bargaining unit.
- 15.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- 15.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.
- 15.04 Where new or greater skills are required, employees shall be given a period of training to acquire the skills necessary for the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in normal earnings during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to three (3) months.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 Subject to the terms of the benefit plans, an employee shall be allowed to continue enrolment in all employee benefit plans at the employee's own expense while on unpaid leave of absence.

16.02 Union Leave

- (a) The employer shall grant leave of absence without pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably withheld. In requesting such leave-of-absence for an employee(s), the Union must give at least ten (10) calendar days' notice in writing to the Employer. During such leave-of-absence, the employee's salary and benefits shall be maintained by the employer.

(b) Leave for Executive Board Members: Full Time Position

When an employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by OPSEU and without loss of seniority for the durations of such leave. At the end of the assignment, the employee shall, upon two (2) weeks' notice be returned to the position held

immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.

- (c) Leave of absence with no loss of pay and with no loss of credits shall be granted to an employee elected as an Executive Board Member of the Union. The Union will reimburse the Employer for the salary and benefits paid to the employee.

16.03 **Educational Leave**

At the discretion of the Employer, a leave of absence with or without pay for the purpose of education, skill development or upgrading may be granted. Seniority shall accumulate during such leave. When the purpose of the course is for internal advancement, all approved course related expenses will be reimbursed upon successful completion of the course.

16.04 **Bereavement Leave**

An employee who would otherwise have been at work shall be entitled to:

- (a) five (5) days absence with pay in the event of the death of an employee's spouse, child, parent, sibling, stepchild, stepmother, stepfather and/or significant other.
- (b) three (3) days absence with pay in the event of the death of a grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- (c) In the event of the death of any other relative, time off with pay shall be granted, not to exceed one (1) day, for the purpose of attending the funeral.
- (d) If the employee requires additional time off, he may arrange with his supervisor for vacation, lieu time or leave without pay.
- (e) An employee shall be granted additional travel time of up to two (2) unpaid travel days where required, and may be granted one (1) additional unpaid day where spring internment is required.

16.05 **Jury Duty and Witness Leave**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness at a tribunal or in a court proceeding, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties, the employee shall not lose regular pay because of such attendance, including the selection and all preliminary processes, provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

16.06 **Pregnancy Leave**

- (a) The Employer shall grant leave of absence without pay to a pregnant employee with at least thirteen (13) weeks of continuous service prior to the commencement of the pregnancy leave.
- (b) The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.
- (c) Seniority and service, and credit for service for vacation accrual, continue to accrue during the pregnancy leave.
- (d) An employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- (e) An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 16.07 (Parental Leave).
- (f) An employee returning from a pregnancy leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- (g) The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

16.07 **Parental Leave**

- (a) The Employer shall grant a parental leave of absence without pay to an employee with at least thirteen (13) weeks of continuous service prior to the commencement of the parental leave.
- (b) Seniority, service, and credit for service for vacation accrual, continue to accrue during the parental leave.
- (c) Parental leave may begin,

- i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
 - ii) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;
 - iii) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.
- (d) An employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.
 - (e) Except for an employee to whom Article 16.07 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
 - (f) An employee returning from a leave of absence under Articles 16.07, or 16.08 shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence.
 - (g) This Parental Leave of absence entitlement is sixty-one (61) weeks if he/she takes Pregnancy Leave or sixty-three (63) weeks if she did not take the Pregnancy Leave in accordance with the provisions of the *Employment Standards Act*.

16.08 **Family Medical Leave**

The employee and the Employer will continue to pay their respective shares of the benefits premiums during approved Family Medical Leave.

- (a) Family medical leave will be granted to an employee in accordance with the *Employment Standards Act* which requires a certificate from a qualified medical practitioner.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.

- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.
- (d) The Record of Employment (ROE) will be provided.

16.09 **General**

Subject to the efficient operation of the Agency, the Employer may grant a leave of absence without pay for legitimate reasons for up to one (1) year, provided that the Employer receives a written request at least six (6) weeks in advance (except in cases of emergency). The granting of such leave shall not be unreasonably denied. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the expected date of return, copied to the Union. The Employer will reply to the request in writing, copied to the Union.

Seniority will be retained but not accumulated during such leave and the Employer shall not be required to pay benefit costs during the leave nor will the employee be eligible to accumulate sick leave credits during such leave.

The Employer agrees to post compassionate leave and emergency leave provisions of the *Employment Standards Act* on the bulletin board.

ARTICLE 17 – PROFESSIONAL DEVELOPMENT

- 17.01 The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas.
- 17.02 The Employer and employees will endeavour to find time to enable each employee in the bargaining unit to participate in professional development. Where an employee chooses and is approved to participate in approved professional development on their own time, the Employer agrees to absorb registration, travel, accommodation and sundry expenses as per Salvation Army policy.
- 17.03 The Management will oversee the equitable distribution of professional development funds to staff having regard to such factors as the size of the available budget, cost of the conference or experience suggested by the individual employee, and its relevance to the employee's immediate duties and longer term career plans.
- 17.04 It is understood that final responsibility for the approval of individual Professional Development proposals shall rest with the Employer.
- 17.05 The Employer will prepare and publish guidelines for staff in the submission of individual proposals for professional development funds and leave.

ARTICLE 18 – CALL BACK AND STANDBY

18.01 Call Back

An employee who is called in or asked to stay after completing their regular shift shall be paid a minimum of three (3) hours pay.

If required to work six (6) hours or more they shall be paid at one and a half (1 1/2) times their regular rate for all hours worked on the second shift.

18.02 Reporting Pay

If an employee reports for work at the regularly scheduled time and no work is available, such employee will be entitled to a minimum of three (3) hours pay at the employee's regular rate provided that:

- (a) The employee has not been previously notified by the Employer not to report.
- (b) If requested by the Employer, the employee shall perform a minimum of three (3) hours of such available work as the Employer may assign on arrival.

ARTICLE 19 – HOURS OF WORK, OVERTIME & SHIFT PREMIUMS

19.01 The normal hours of work shall be eight (8) hours per day and 40 hours per week. Employees shall be entitled to a thirty (30) minute paid meal period during each shift. In addition each employee shall be entitled to 2 fifteen (15) minute paid rest periods.

- 19.02 (a) Employees will be paid overtime at the rate of time and a half their regular rate for any hours over 44 in a week. Overtime will be calculated to the nearest fifteen (15) minutes.
- (b) The Employer shall post a shift schedule not less than fourteen (14) days in advance. After the schedule has been posted and if notice of a change in shift is not given to the employee within twenty-four (24) hours of starting time of the shift as originally scheduled, the employee shall be paid time and one-half (1-1/2) for the hours worked on the changed shift for which he does not receive twenty-four (24) hours of notice. It is understood this does not apply to relief employees or to employees who swap shifts.

19.03 Employees may change shifts with each other provided the supervisor approves such change. Approval shall not be unreasonably withheld.

19.04 Overtime shall be distributed fairly among qualified and willing employees. The parties shall develop a seniority rotational system to ensure equitable access.

ARTICLE 20 – WAGES

- 20.01 The wages will be as set out in Schedule A, attached to and forming part of the collective agreement.
- 20.02 When a new classification is to be created or an existing classification within the bargaining unit it to be revised. The Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification. The parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification provided that, should no agreement be reached between the parties then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.
- 20.03 An employee unable, through pregnancy, illness or injury, to perform normal duties shall be provided with alternative suitable employment within the bargaining unit with no reduction in wages.
- 20.04 **In-Service Training and Staff Meetings**

The Employer may offer in-service training to employees to enhance or maintain skills outside of their regularly scheduled working hours. Where the employer deems training or staff meetings to be mandatory the Employer shall pay employees for attendance at the regular or overtime rate as may be applicable. Where attendance is not mandatory and the employee wishes to attend, the Employer shall pay for attendance at the regular rate of pay. The Employer will pay necessary expenses and fees, if any, for employees' attendance at these sessions.

ARTICLE 21 – HOLIDAY PAYMENT

- 21.01 Employees shall be entitled to the following list of paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 21.02 If any of the above holidays fall or are observed during an employee's vacation or on a scheduled day off, the employee shall receive another day off with pay.
- 21.03 An employee required to work on any of the above-mentioned holidays shall be paid for all work performed at one and one-half (1 1/2) times the regular hourly rate for all normal hours of work on that day and shall receive another day off with pay in lieu of the holiday to be scheduled at a time mutually agreed between employee and the Employer. Failing mutual agreement the employee shall be paid time and one half for all hours worked that day.

ARTICLE 22 – VACATIONS

- 22.01 Where possible, vacations shall be arranged according to the wishes of individual staff members. Where a conflict exists in vacation scheduling, seniority shall be the governing factor.
- 22.02 During any year in which an employee becomes eligible for increased vacation entitlement, s/he shall commence accumulation of the increased entitlement during the month of his/her eligibility date.
- 22.03 Where during his vacation an employee becomes seriously ill, is hospitalized, or requires medical care at home, he may elect to use his accrued sick leave credits for the period of convalescence in place of his vacation time provided that he provides satisfactory proof of such illness or hospitalization for the period in question.
- 22.04 The vacation year is from January 1 to December 31 and vacation shall accrue as follows:
- (a) Employees who have completed less than eight (8) years of service, shall receive one (1) hour paid vacation for each sixteen and two thirds (16.67) regular hours worked;
 - (b) Employees who have completed eight (8) years of service but less than fifteen (15) years of service, shall receive one (1) hour paid vacation for each twelve and one half (12 ½) hours worked;
 - (c) Employees who have completed fifteen (15) years but less than twenty-one (21) years of service shall receive one (1) hour paid vacation for each ten (10) hours worked.
 - (d) Employees who have completed twenty-one (21) years of service shall receive one (1) hour paid vacation for each eight and one third (8.33) hours worked.

In the new employee's hire year they shall use vacation earned by December 31st.

- 22.05 Vacation entitlement for part-time staff working 24 hours or more per week will be pro-rated as to full-time staff in 22.04 above.
- 22.06 Vacation entitlement for part-time staff working less than 24 hours per week shall be increased to 6% after 5 years.
- 22.07 An employee shall be entitled to vacation credits for a month or part thereof in which the employee is at work or on leave with pay.

ARTICLE 23 – SICK LEAVE

- 23.01 The accumulation of sick leave hours will be determined by the employee's regular paid hours (any substitution of regular paid hours, such as paid sick leave,

bereavement, vacation leave is included). Eligible employees will earn one (1) sick leave hour for each twenty-one and two-thirds (21.66) regularly scheduled hours to a maximum of 680 hours.

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

23.03 An employee would be entitled to receive normal pay for each day of absence as a result of his/her illness or injury until sick leave credits have expired.

ARTICLE 24 – INSURED BENEFITS

24.01 The Employer shall provide to all full-time employees a group insurance plan which will be insured through the Taking Care Plan. A copy of the Taking Care Plan shall be provided to all employees working twenty-five (25) hours per week or more upon hire.

24.02 **Change of Carrier**

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

24.03 **Pension /RRSP**

The Employer agrees to provide a group RRSP to eligible employees of The Salvation Army in accordance with The Salvation Army Group Registered Retirement Savings Plan. The group RRSP shall be open to all Full-time and Part-time employees, subject to the terms and enrollment requirements of The Salvation Army Group Registered Retirement Plan.

(a) The Employer shall make available to all eligible employees copies of the Group RRSP information pamphlets.

(b) The Employer will make matching contributions up to the maximum in accordance with The Salvation Army Group Registered Retirement Plan for eligible employees up to the maximum amount.

On complete of probation employees shall receive a 4% employer contribution.

On completion of 5 years (beginning in the 6th year) employees shall receive a 5% employer contribution.

On completion of 10 years (beginning in the 11th year) employees shall receive 6% employer contribution.

On completion of probation employees may contribute 2% which shall be matched by the Employer.

After 10 years employees may contribute 3% which shall be matched by the employer.

24.04 **Benefits Information**

- a) The Employer shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans defined in article 24.02. Upon request, the Employer will make the Plan(s) available to the Union for inspection.
- b) The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 24.02. The Employer shall also provide the Union with access to all current information booklets provided to the employees.

ARTICLE 25 – EXPENSES

25.01 (a) **Meal Allowance**

An employee shall be reimbursed for any reasonable out-of-pocket expenses incurred in the service of the Employer within the following guidelines:

- (i) Out of Town Travel: reimbursed at actual rates, receipts required.
- (ii) Overnight Accommodation: reimbursed at actual rates, receipts required.
- (iii) Meals: reimbursed to the following amounts,

Breakfast:	\$13.00
Lunch:	\$19.00
Dinner:	\$29.00

Employees are required to provide receipts for meals, however such meal rates may be consolidated so as to claim up to a maximum of \$61.00 per day.

(b) **Kilometric Rate**

If an employee is required to use her car in the service of the Employer, she shall be reimbursed fifty cents (\$.50) per kilometre or as increased by Salvation Army policy and all parking expenses (receipts required).

ARTICLE 26 – WORKPLACE SAFETY & INSURANCE BOARD

26.01 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workplace Safety and Insurance Act*, his/her salary shall continue to be paid. If an award is not made, any payments made under the foregoing provisions in excess of that to which s/he is entitled under the

Short Term Sickness Plan shall be an amount owing by the employee to the Employer.

- 26.02 Where an employee receives an award under the *Workplace Safety and Insurance Act*, the Employer agrees to maintain premium coverage for insured benefits provided in the Collective Agreement and shall maintain participation in the pension plan. The employee shall continue to accumulate vacation credits and seniority during the period covered by the award.

ARTICLE 27 – GENERAL

- 27.01 All Letters of Agreement and Appendices to this Agreement shall be considered attached to and part of this Agreement and subject to all of its terms.

ARTICLE 28 – DURATION

- 28.01 This Agreement shall be in full force and effect from May 1, 2019 to April 30, 2021.

- 28.02 The effective date of implementation of all provisions of this Agreement shall be ratification except that:

- (a) the wage rates specified in Schedule A Wage Rates and Classifications shall come into force and effect on ratification retroactively.

- 28.03 Either party may serve the other with notice within the last three months of its operation that it wishes to amend the Agreement.

- 28.04 On receipt of such notice by either party, the two parties shall meet or agree on a future date to meet and bargain in good faith to reach a renewal agreement.

- 28.05 In the event that neither party serves notice to amend as provided in 28.03, this Agreement shall continue automatically for annual periods of one year each until and unless one party gives notice under Article 28.03.

- 28.06 During any period of renegotiation, all terms and conditions of the Agreement shall remain in effect and the Agreement shall remain in effect until:

- (a) the parties are in a legal strike or lockout position; or
- (b) both parties have ratified a renewal of this Agreement with such changes as may have been agreed
- (c) until an arbitration award has been received by the parties.

Signed in Toronto, this _____ day of _____ 2020

For the Union

for the Employer

SCHEDULE-A – WAGE GRID**SCHEDULE “A”**

May 1 2019	
Residential Worker	\$21.49
Housing Worker	\$23.90
Community & Follow-up Worker	\$23.90
Case Manager	\$23.90

May 1 2020	
Residential Worker	\$21.70
Housing Worker	\$24.14
Community & Follow-up Worker	\$24.14
Case Manager	\$24.14

LETTER OF UNDERSTANDING # 1 – INFORMATION TO THE EERC

The Employer will endeavour to provide necessary documentation with regard to scheduling.

Signed at Toronto, this ____ day of _____, 20____.

FOR THE UNION

FOR THE EMPLOYER
