

# Collective Agreement

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between

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

and

**The Salvation Army Evangeline Residence**

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**DURATION: April 1, 2022 to March 31, 2026**



Sector 5  
5-550-10145-20260331-5

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## **PREAMBLE**

The parties seek to establish a caring and supportive atmosphere in The Salvation Army Evangeline Residence 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, the employees and the Union 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. The parties further recognize that the well-being of the Evangeline Residence clients shall be of prime concern.
- 1.02** 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. Where the singular is used it will also be deemed to mean the plural within the appropriate context.

## **ARTICLE 2 – RECOGNITION**

- 2.01** The Employer recognizes the Union as the sole bargaining agent of all employees of The Salvation Army Evangeline Residence in the City of Toronto save and except Secretary/Receptionist, Supervisors and persons above the rank of Supervisor.

**Clarity Note:** It is agreed that Officers of the Salvation Army are not considered employees for the purposes of the *Labour Relations Act*, 1995 as amended by the *Labour Relations Amendments Act*, 2000.

- 2.02** “Employee” as used in this Collective Agreement shall mean those persons described in the bargaining unit set forth in 2.01.
- 2.03** Throughout this collective agreement the reference to “working days” shall mean Monday to Friday inclusive.
- 2.04** It is understood that where “spouse” is used in this agreement, common law and same sex partners are included in the term.

## **ARTICLE 3 – NO DISCRIMINATION**

- 3.01** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the parties or their representatives because of membership, activity or lack thereof in the Union.

- 3.02** The Union agrees that it will not involve any employee of Evangeline Residence who is not subject to this Collective Agreement as defined in Article 2.01 either directly or indirectly in any dispute which may arise between the Employer and the Union.
- 3.03** 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 practiced 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, record of offences, race, colour, creed, criminal record, national or ethnic origin, ancestry, or citizenship.
- 3.04** The Employer and the Union are committed to providing a harassment-free workplace.
- 3.05** A complainant is entitled to file a formal complaint with the Employer.
- 3.06** Allegations of workplace harassment by a complainant shall be handled and investigated by the Employer in accordance with The Salvation Army Workplace Harassment, Discrimination and Violence Prevention Policy, which allows for access to the *Ontario Human Rights Code* and Commission.
- 3.07** A summary of the complaint shall be presented to the person against whom the complaint has been made.
- 3.08** The Employer is committed and will endeavour to initiate and complete investigations in a reasonable time frame.
- 3.09** The complainant and accused may seek the assistance of the Union during the process.
- 3.10** The Employer shall provide all employees with training as it relates to the policies and operations of the workplace.
- 3.11** **Violence in the Workplace**
- a) The Employer shall take necessary measures to protect employees from violence at work in accordance with The Salvation Army's policies and procedures.
- b) Training will be provided to employees on the causes of aggression, the factors that precipitate aggression, recognition of warning signs, prevention of escalation, and the control and diffusion of aggressive situations.
- 3.12** **Workplace Violence**
- The Occupational Health and Safety Act* defines workplace violence as the exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to the worker. It also includes an attempt to exercise physical force against a worker in a workplace that could cause physical

injury to the worker and a statement or behaviour that a worker could reasonably interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Examples of workplace violence include:

- verbally threatening to attack a worker;
- leaving threatening notes at or sending threatening e-mails to a workplace;
- shaking a fist in a worker's face;
- wielding a weapon at work;
- hitting or trying to hit a worker;
- throwing an object at a worker;
- sexual violence against a worker.

### **Workplace Bullying and Psychological Harassment**

It is defined as unwanted conduct, comments, actions or gestures that affect an employee's dignity, psychological or physical health and well-being. Bullying and psychological harassment may result from the actions of one individual towards another, or from the behaviour of a group. Bullying and psychological harassment are often characterized through insulting, hurtful, hostile, vindictive, cruel or malicious behaviours which undermine, disrupt or negatively impact another's ability to do his or her job and results in a harmful work environment for the employee(s).

Bullying and psychological harassment can take many forms and may occur when the behaviour or conduct:

- would reasonably tend to cause offence, discomfort, humiliation or embarrassment to another person or group;
- has the purpose or effect of interfering with a person's work performance;
- creates an intimidating, threatening, hostile or offensive work environment.

**3.13** Employees who believe that they may have been subject to discrimination as described in 3.11 and 3.12 will utilize the complaint processes of the Employer as described under 3.05 to 3.09.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union acknowledges and recognizes that the management of the program and the direction of the work force are fixed exclusively by the Employer and as may from time to time be altered by the funding organizations and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, transfer, classify, promote, demote, layoff, recall, suspend, or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion, layoff or transfer, or a claim that an employee who has served his/her probationary period that he/she has been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees and which shall not be inconsistent with the provisions of this Agreement.
- d) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the content of jobs, the schedules of production, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations, or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Collective Agreement.

**4.02** It is understood there shall be no written or verbal agreements with any employee that is contrary to the terms and conditions of this Collective Agreement without written agreement between the parties.

**NOTE:** For clarity purposes the use of "The Parties" shall mean the Bargaining Agent (OPSEU Staff Representative) and the Employer.

## **ARTICLE 5 – DUES DEDUCTION**

- 5.01** The Employer, as a condition of employment, or continued employment of all Bargaining Unit employees, shall deduct from each employee from day one of their employment, 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 remit the total amount of such deductions to the Accounting Department of the Union, by electronic file transfer, not later than the 15<sup>th</sup> day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made. The list shall clearly indicate changes in employment status.
- 5.02** The Employer agrees to show the amount of dues deducted from each person in the bargaining unit on their T-4 slip.
- 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. The Employer shall have sixty (60) days from the time of written notification from the Union to implement the changes.

- 5.04** The Union agrees to indemnify and save the Employer harmless from any liability arising from this Article.

## **ARTICLE 6 – UNION REPRESENTATION**

### **6.01 Employee Representatives**

The Union will keep the Employer informed of its Executive body and committees and Stewards:

- Joint Health and Safety Committee (JHSC)
- Employer/Employee Relations Committee (EERC)

- 6.02** The Employer agrees to recognize Shop Stewards elected or appointed from among the Employees in the bargaining unit.

- 6.03** The Employer acknowledges that an employee shall be entitled to have a Steward present during any meeting with the Employer resulting from the application or interpretation of the terms and conditions of this Collective Agreement.

- 6.04** The Union will inform the Employer, in writing, of the names of the Stewards and of any subsequent changes.

- 6.05** The Union acknowledges that the Shop Stewards have regular duties to perform on behalf of the Employer. It is understood that Stewards will not absent themselves from their work unreasonably in order to deal with grievances or other work-related issues. Prior to a Shop Steward leaving her regular duties, she shall first receive the approval of her Supervisor. Such approval shall not unreasonably be withheld.

- 6.06 a)** Meetings involving grievances or complaints shall be at times and places agreed to between the Shop Steward and/or Staff Rep and the Employer.

- b)** A grievor 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 or at a mutually agreed time outside their normal working hours, shall be paid his/her regular rate for the period of time to attend the meeting. This section will also apply to the Shop Steward who is authorized to represent the grievor.

- 6.07** When discipline is to be imposed, an employee is entitled to be represented by a Shop Steward.

### **6.08 Negotiating Committee**

- a)** The Employer acknowledges the right of the Union to appoint or elect a negotiating committee of not more than four (4) employees covered by the collective agreement for the purpose of negotiating a renewal agreement.

In addition, the negotiating committee may also include representative(s) of the Union. The Union will advise the Employer of the names of the Bargaining Committee members.

- b) The Employer will grant the members of the Union negotiating committee leave of absence without loss of regular pay or credits to a maximum four (4) employees for the dates that the committee meets with the Employer, up to but not including conciliation/mediation, for the purpose of negotiating a renewal agreement.
- c) In addition, the Employer will grant the members of the Union negotiating committee leave without loss of credits for meetings to prepare for bargaining.

#### **6.09 Employer/Employee Relations Committee (EERC)**

- a) It is agreed that a joint committee will be established with three (3) representatives of the bargaining unit and three (3) representatives of 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. The chairperson shall appoint a secretary who shall record the minutes of the meeting.
- c) The purpose of the Employee/Employer Relations Committee (EERC) 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 EERC shall not lose regular earnings for time spent attending meetings of the Committee.
- e) Such meetings are for the purpose of discussing matters of concern to the parties and are designed to encourage communication between the Employer and the employees. However, it is agreed that such meetings are intended as neither a substitute for nor a means of bypassing the grievance procedure as set out in this Collective Agreement.
- f) The Employer agrees that changes in working conditions which affect employees may be the subject of discussion at the EERC.
- g) Both parties agree that, while the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only. Furthermore, the Committee shall have no power to alter, amend, add to or modify the terms of this Agreement.

**6.10** Employees shall have the right to the assistance of an OPSEU Staff Representative whenever necessary. The Executive Director or designate will be notified prior to the Union Representative's appearance on site.

**6.11 Copies of the Agreement**

Sufficient copies of the Collective Agreement shall be printed to ensure that all employees have access to the Collective Agreement. The parties shall share equally the cost of printing sufficient copies.

**6.12** A new employee will have the opportunity to meet with a representative of the Union for a period of up to fifteen (15) minutes during the employee'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 a bulletin board in the workplace, easily accessible to the employees for the purpose of posting notices regarding meetings and other matters of Union business.

**6.14 Job Security**

a) The Employer shall not contract out any work or services currently performed by bargaining 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 members but only in areas where this practice has been established and during weekend and evening 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 Residential is not available to work. In the interim, management will continue to try to locate relief staff available to cover the rest of the shift.

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

**ARTICLE 7 – JOINT HEALTH AND SAFETY COMMITTEE (JHSC)**

**7.01** The Employer agrees to establish and maintain a Joint Health and Safety Committee in accordance with the provisions of The *Occupational Health and Safety Act* RSO, 1990. The Committee shall be comprised of at least two (2) representatives from the bargaining unit and two (2) representatives from the Employer. Two (2) bargaining unit representatives shall be certified and these costs shall be paid by the Employer.

The mandate of the committee shall be to review health and safety concerns relating to the workplace. The committee, in carrying out its mandate, may identify health and safety problems and recommend possible solutions. The OPSEU Staff Representative may act as an advisor to the committee if the Committee so requests.

- 7.02** 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** Where required, the Employer shall negotiate a return to work protocol with the Union where an employee is returning to work after a work-related injury or where an accommodation is required under the *Ontario Human Rights Code* or any other applicable legislation.
- 7.04** The Employer will require employees to take Crisis Prevention Intervention (CPI), C.P.R., First Aid Training re-certification and for this purpose will assume the costs of these courses. Employees selected for this training shall be granted time-off for the duration of the courses without loss of any salary.
- New hires will be required to be certified in CPI, C.P.R. and First Aid Training and will assume the costs of these courses to be taken on their own time.
- 7.05** If an employee is required by the Employer to undergo a physical examination, such medical appointment shall be scheduled outside of working hours, if possible and all fees charged by the physician will be reimbursed to a maximum of forty dollars (\$40.00). A receipt must be presented before reimbursement.

## **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* RSO, 1995.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01** For the purposes of this Article working days shall exclude Saturday, Sunday and statutory holidays.
- 9.02** A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- Grievances shall state the nature of the grievance, facts being relied upon, relevant sections of the Collective Agreement that have allegedly been violated and the redress sought.
- 9.03** The time limits and other procedural requirements set out in Articles 9 & 10 are mandatory and not merely directory, therefore failure to put a grievance in writing in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor.

Time limits may be extended by mutual agreement of the parties in writing.

#### **9.04 Complaint**

An employee who has a complaint shall first discuss it with his/her immediate supervisor. The employee may be accompanied by his/her steward if s/he so desires. Such a complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident becoming known to the grievor. The immediate supervisor's decision shall be given verbally within five (5) working days.

##### **Step No. 1**

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, s/he may with the assistance of his/her steward refer the matter on a written grievance form to his/her Supervisor. The grievance must be signed and dated by the Shop Steward and the employee claiming to be aggrieved. This shall constitute a formal grievance at Step No. 1 and shall be filed within ten (10) working days of receipt of the verbal reply. The grievance shall contain a statement of the facts relied upon, indicate the relief sought, the section of the Collective Agreement alleged to be violated, and to be signed and dated by the employee. The Supervisor shall answer the grievance in writing within ten (10) working days.

##### **Step No. 2**

Failing settlement of the grievance at Step No. 1, the employee within ten (10) working days of receiving the response of the Supervisor may refer the matter to the Executive Director who shall meet with the Shop Steward and/or OPSEU Staff Representative or designate, within the ten (10) working days. The Executive Director shall answer the grievance in writing within ten (10) working days.

**9.05** Employees may be accompanied by a Shop Steward throughout the grievance process if they so desire.

#### **9.06 Group Grievance**

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all employees sign a written grievance at Step No. 1. Such a grievance shall be then processed within the framework of the grievance procedure.

#### **9.07 Policy Grievance**

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this agreement in writing at Step No. 2 of the grievance procedure, provided that it is presented within ten (10) working days after circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party. It is understood that such a grievance shall not deal with matters, which are properly the subject of an individual grievance.

## **ARTICLE 10 – ARBITRATION**

- 10.01** In the event a grievance is not settled at Step No. 2 of the grievance procedure, the party having carriage of the grievance shall request arbitration of the grievance by giving notice to the other party within ten (10) working days, excluding Saturday, Sunday and statutory holidays, from the date of the decision at Step No. 2, but not thereafter.
- 10.02** If a request for arbitration is not received within ten (10) day period the grievance shall be deemed to have been abandoned.
- 10.03** The parties agree that unsettled grievances will be submitted to a sole Arbitrator satisfactory to both parties.
- 10.04** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, the following steps will follow:
- a)** Either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing within ten (10) working days of its desire to submit the difference or allegation to arbitration.
  - b)** The party requesting Arbitration shall propose the names of three (3) persons to sit as an impartial Arbitrator to hear evidence and argument and determine the grievance.
  - c)** Within five (5) working days after receiving such notice, the other party shall respond by agreeing to the Arbitrator or proposing alternative Arbitrators (s).
  - d)** If the parties fail to agree upon an Arbitrator within ten (10) working days of the initial notification of submission to Arbitration, either party may apply to the Ministry of Labour for the appointment of an Arbitrator.
- 10.05** The Arbitrator shall not have any power to alter, modify or change any of the provisions of this Agreement, or to substitute any new provisions or nor to give decisions inconsistent with the terms and provisions of this Agreement.
- 10.06** If a request for arbitration is not received within ten (10) day period the grievance shall be deemed to have been abandoned.
- 10.07** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.08** The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

- 10.09** Each party hereto shall bear its own cost of and incidentals to any such arbitration proceedings. The fees and charges of the Arbitrator shall be borne equally by the 2 parties hereto.
- 10.10** No matter may be submitted to arbitration, which has not been properly carried through all specified previous steps of the grievance procedure within the time limits specified.

## **ARTICLE 11 – DISCIPLINE / DISCHARGE**

### **11.01 Discipline**

The Employer and the Union recognize the value of progressive discipline with the purpose of being corrective in application.

- 11.02** An employee shall have the right to Union representation when discipline is being imposed.

### **11.03 Discharge and Suspension**

If the Employer determines that an employee is to be discharged or suspended, it shall provide written confirmation of the discharge or suspension, as the case may be, to the employee concerned.

- 11.04** All discipline issued to employees shall be in writing with one (1) copy provided to the individual concerned, and one (1) copy supplied to the Shop Steward unless the employee requests otherwise.
- 11.05** If an employee believes that s/he has been suspended or discharged without just cause, the grievance shall be presented at Step 2 within ten (10) working days after notice has been given to the employee.

## **ARTICLE 12 – PERSONNEL FILE**

- 12.01** One (1) personnel file shall be kept for each employee. The file shall include a resume(s), a record of the interview process for hiring, performance appraisals and any documentation of job performance or discipline where appropriate.
- 12.02** The Employer shall provide the employee with a copy of any written warning or adverse report affecting the employee. This warning or report will advise the employee that s/he may seek Union assistance in this matter. Any disciplinary notation(s) on file will be removed from an employee's personnel file twelve (12) months after the date of such disciplinary notation(s) provided that no disciplinary notation(s) have been made against the employee during the twelve (12) month period.
- 12.03** Staff wishing to review their personnel file are invited to do so by making arrangements first with their immediate Supervisor. It is understood that any such review shall take place in the presence of the Executive Director or designate.

## **ARTICLE 13 – SENIORITY**

**13.01** Seniority shall be defined as the length of continuous active service with the Employer in a position covered by this Agreement computed from the date of hire.

**13.02** No seniority shall accrue to an employee during his/her probationary period or extension thereof. Immediately following the successful completion of the probationary period an employee's seniority rights shall begin to accrue and be deemed to have accrued to the employee from the date of hire.

For the purposes of this section one (1) year seniority is equivalent to two thousand and eighty (2080) hours.

**13.03** Full-Time employees shall accumulate seniority calculated from their date of hire based on years of service or part thereof.

**13.04** Full-time employees who worked as part-time, relief or/and temporary will have all of their previous hours of work converted to year(s) and month(s) of service and their anniversary dated will be adjusted.

**13.05** The employee will be provided with a written record of his/her new anniversary date and how it was calculated.

Seniority will be expressed in terms of hours. For the purposes of this section, two thousand and eighty (2080) hours shall equate to one (1) year. Two thousand and eighty hours (2080) hours of seniority shall be the maximum number of hours any employee can accumulate per calendar year. For full-time employees one (1) year will be two thousand and eighty (2080) hours

**13.06** Part-Time and Relief employees shall accumulate seniority calculated from their date of hire based on actual hours worked.

**13.07** A Temporary employee who is successful in obtaining a position while they are still on a temporary contract and moves to a Relief, Part-Time or Full-Time position directly from the temporary position, shall be credited with seniority from the date of their last hire, upon successful completion of their probationary period.

**13.08** A separate seniority list for regular full-time (date of hire) and regular part-time, relief and temporary (hours worked from date of hire) employees shall be posted and maintained by the Employer and revised on April 1<sup>st</sup> and October 1<sup>st</sup> of every year. A copy of the seniority lists shall be posted on bulletin boards.

**13.09** Employees wishing to challenge the accumulation of hours on the seniority list must do so within twenty-one (21) calendar days of the posting. Thereafter the seniority list will be deemed accurate in all respects and therefore final and will not be subject to challenge by any employee or the Union.

**13.10** Bargaining unit employees shall accumulate seniority under any of the following conditions:

- a) while the employee is at work for the Employer or on authorized leave with pay, after she has completed her probationary period set out in Article 14;
- b) during the period when an employee is prevented from performing her work for the Employer by reason of being in receipt of paid sick leave, pregnancy, parental and adoption leave or by reason of injury arising out of and in the course of her employment for the Employer and for which she is receiving compensation under the provisions of the W.S.I.B.;
- c) full-time employees during the first three (3) months on authorized leave of absence without pay;
- d) full-time employees during the first three (3) months on lay-off.

**13.11** A seniority list shall be posted and maintained by the Employer and revised on April 1st and on October 1st of every year. A copy of the seniority lists shall be posted on bulletin boards, no later than April 10th and October 10th of each year. Upon request of the local Union a copy shall be provided.

**13.12** Bargaining unit seniority shall be lost and an employee's name shall be removed from all seniority lists and the employee's employment will be terminated, if the:

- a) employee quits or retires;
- b) employee is discharged and is not reinstated in accordance with the provisions of this Agreement;
- c) employee is recalled to work following lay-off and fails to return to work or furnish a reason satisfactory to the Employer for not doing so within five (5) calendar days. Note: Recall notice must either have been sent by registered mail or been hand delivered to the last address that the Employer has in its files for the employee;
- d) employee has not performed work for the Employer for a period of six (6) months, unless on an authorized leave of absence;
- e) if the employee overstays a permitted leave of absence without securing permission for the extension of such leave of absence from work, unless the employee provides a reason satisfactory to the Employer for such overstay;
- f) if an employee, without the permission of the Employer, utilizes a leave for purposes other than for which it was granted;
- g) if the employee is absent from his/her duties without permission for three (3) consecutive shifts without notifying the Employer and without a reason satisfactory to the Employer;
- h) employee is laid off for a period in excess of twelve (12) months.
- i) employee is absent due to injury or illness for a period of twenty-four (24) months except where such action would be contrary to the *Ontario Human Rights Code*, WSIB or any other applicable legislation.

- j) a relief employee who has not worked for three (3) consecutive calendar months and who has declined three (3) shifts, unless the relief employee is on an approved leave of absence or has not been called by the Employer. The cancellation of a previously accepted shift, with less than forty-eight (48) hours' notice to the Employer, shall count as a declined shift, except where due to illness. Relief employees shall provide their availability for the following month on the tenth (10<sup>th</sup>) day of each month. This availability will be used to fill vacant schedule slots on a seniority basis. Subsequent call-ins will be posted or made through direct contact.

**13.13** It shall be the duty of the employee to keep the Employer informed of the employee's current address and telephone number. Should an employee fail to do so, the Employer shall not be responsible for the failure of any notices, which may be required under the terms of this Collective Agreement, to reach the employee.

#### **ARTICLE 14 – PROBATIONARY**

- 14.01 a)** Full-time employees shall be on probation and shall not be subject to the seniority provisions of this agreement until such time as s/he has completed three (3) months of continuous active service. Upon successful completion of his/her probationary period the employee shall have his/her seniority backdated to the date of hire, consistent with Article 13.
  - b)** Relief and Part-Time employees will be on probation and shall not be subject to the seniority provisions of this Agreement until such time as s/he has completed four hundred and eighty hours (480) of continuous active service. Upon successful completion of his/her probationary period the employee shall have his/her seniority backdated to the date of hire, consistent with Article 13.
  - c)** A Temporary employee who is successful in obtaining a position as a Relief, Part-Time or Full-Time employee shall be credited with his/her seniority already served as a Temporary employee.
- 14.02** When deemed necessary and upon written notification, probationary status may be extended for up to an additional three (3) months for Full-time employees and up to an additional four hundred and eighty hours (480) for Relief and Part-Time employees.
- 14.03** There shall be no obligation on the Employer to retain the services of a probationary employee or to re-employ him/her if s/he is discharged during the probationary period.
- 14.04** A probationary employee shall have no right to lodge a grievance with respect to his/her discharge. The discharge of a probationary employee may be for cause or for no cause and entirely within the discretion of the Employer but must not be done in bad faith.

#### **14.05 Trial Period**

No additional probationary period shall be required if:

- a) an employee accepts another position within the bargaining unit;
- b) a Relief employee is hired as a Full-Time or Part-Time employee in the same position s/he held as a Relief employee.

**NOTE:** If a Relief employee is not successful in their trial or probationary period they shall be returned to their position and salary as a Relief employee.

The trial period will be three (3) months. For Part-Time employees the trial period will be four hundred and eighty (480) regular hours. In case s/he is not satisfactory, s/he shall be returned to her/his previous position and salary. Anyone holding the employee's previous position shall occupy the same subject to the condition that such position is temporarily held in reserve for the promoted employee for the length of the latter's trial period.

#### **14.06 Orientation**

All new employees shall be provided with a full shift with pay, with the exception of residential workers who, due to the nature of their work shall be entitled to five (5) shifts with pay for the purpose of orientation.

During the orientation, employees shall be provided with all the essential information required in order for the employees to become familiar with the job.

The employees shall be assisted by permanent employees, and they will be scheduled in addition to the current staff complement.

Employees who have not completed this period shall not be scheduled to work alone or to replace a permanent employee.

### **ARTICLE 15 – JOB POSTING**

- 15.01 a) When a vacancy occurs that the Employer intends to fill or a new position is created in the bargaining unit, the Employer shall copy the Union and post notice of the position on the bulletin boards mutually designated for this purpose. The notice shall be posted for a period of not less than seven (7) working days. Only employees who apply in writing will be considered for the vacant job classification.
- b) Such notice shall contain the following information:
  - i) date when position was posted;
  - ii) title of the position;
  - iii) qualifications and responsibilities of the position;
  - iv) hours of work/shift;

- v) wage or salary rate or range;
  - vi) deadline date for submitting application.
- c) Employees making application for posted positions must be available for an interview and work within a reasonable period of time if their application is successful.
- d) A position shall be posted no later than fourteen (14) days from when it became vacant. Unless the Employer becomes aware that a position will be vacant due to a resignation of an employee the Employer shall then post that position soon after the resignation was received.
- 15.02** The Employer will notify the Union of a decision taken to abolish, or not to fill a position, which falls within the bargaining unit.
- 15.03** The Employer will fill all regular bargaining unit job vacancies from within the bargaining unit before hiring from outside, provided that there is a qualified internal candidate for the position in the applications who submitted a written application.
- 15.04** Positions shall not remain vacant for a period exceeding sixty (60) days. If there are no suitable candidates for the position, the posting period may be extended by mutual agreement of the parties.
- 15.05** Selection for positions shall be based on the following factors:
- a) individual applicant's skills, competence, efficiency, qualifications (inclusive of academic achievement and practical experience/training), and a review of the applicant's personnel file;
  - b) where it is deemed applicants are relatively equal under a), seniority shall be the determining factor.
- 15.06** The Employer is free to fill vacancies on a temporary basis until the selection and placement process is complete. This period shall not exceed three (3) months unless a written extension has been agreed to by the parties. It is understood that extensions shall not be unreasonably withheld by the Union.
- 15.07** If an employee accepts a new position s/he will not be eligible for a posted position involving a lateral move within the bargaining unit for a period of six (6) months following placement. This Article shall not apply to employees currently working in contract positions who have completed their probationary period.
- 15.08** Only employees who have completed their probationary period will be considered for posted positions except in cases where there is no other qualified candidate.
- 15.09** Employees making application for posted positions must be available for an interview and work within a reasonable period of time if their application is successful.
- 15.10** If an employee is absent from work due to vacation, illness or legitimate leave of absence, s/he may be considered for any vacancy covered by this Collective

Agreement which occurs during such leave, provided s/he has indicated his/her desire in writing prior to taking such leave and s/he is available as per Article 15.09.

- 15.10** Regular employees who are successful in a temporary posting shall be returned to their former position if it still exists or unless otherwise mutually agreed to by the parties. In the situation where the position no longer exists the employee will be subject to the provisions of Article 16.

## **ARTICLE 16 – LAY-OFF & RECALL**

- 16.01** A layoff is defined as a reduction in the work force for whatever reason other than by termination of probationary employees, or discharge for just cause.
- 16.02** No full-time employee shall be laid off by reason of her/his duties being assigned to one or more part-time employees.
- 16.03** Notice of lay-off shall be given to the least senior employee.
- 16.04** For the purpose of lay-offs and recall to employment, seniority shall be defined as continuous active service since the date of last hire by the Employer based on hours worked as set out on the seniority list.
- 16.05** The Employer shall provide the OPSEU Staff Representative and Shop Steward with one (1) calendar month's notice prior the implementation of a layoff.
- 16.06** Within three (3) days of giving such a notice, the Employer and the Union (Staff Rep and Shop Steward) shall meet to review the following:
- a)** the reason causing the lay-off;
  - b)** the areas of cut-back and the employees to be laid off;
  - c)** alternatives that might be resorted to in order to minimize the number of employees to be laid-off;
  - d)** making recommendations as to how the layoff should proceed. The committee will make its recommendation to the Executive Director or designate;
  - e)** assist employees in finding alternate employment.
- 16.07** To allow them to carry out their mandated role under this Article, the Employer will provide the Staff Representative and Shop Steward with all staffing information, seniority list and with a copy of any reorganization plans.
- 16.08** After reviewing the pending lay-off and considering lay-offs are not avoidable, the following process shall be followed:
- a)** probationary employees occupying classifications designated where lay-offs will occur shall be released first;

- b) Canvass voluntary lay-off option among employees in the classification affected by the lay-off. employees who accept voluntary lay-off are entitled to severance pay as per article 16.16.
- c) If Full-Time and Part-Time employees are subject to layoff, they shall have the right to either:
  - i) accept the lay-off;
  - ii) bump.

The affected lay-off employees shall be given in writing their choice of c) i) or c) ii) above, to Executive Director within five (5) working days of receiving the notification of the lay-off from the Employer. Employees failing to do so will be deemed to have accepted the layoff.

#### **16.09 Notice**

In the event of a lay-off the Employer will provide employees with at least Notice of lay-off as per the *Ontario Employment Standards Act 2000*. It is understood that the Employer may at its option elect to give the employee pay in lieu of all or part of the notice period.

#### **16.10 Vacancies**

- a) The posting procedure shall not apply until the re-call process has been completed.
- b) An employee who has bumped an employee in a lower paying position shall be entitled to return to the position she/he held prior to the bumping, should it become vacant within nine (9) months of the bumping, provided the employee remains qualified and able to perform the duties of his/her former position.

#### **16.11 Bumping**

- a) A Part-Time employee subject to a lay-off shall have the right to bump a regular Part-Time employee in the same or lower paying classification with the least seniority.
- b) Full-Time employees who are subject to lay-off shall have the right to bump the regular Full-Time or Part-Time employee in the same or lower paying classification with the least seniority.
- c) The employee who is bumped shall then be laid off and placed on recall pursuant to Article 16.12. Bumped employees shall have the option to be placed on recall or accept the severance pay as per article 16.16.

#### **16.12 Recall Rights**

- a) Employees shall be placed on a recall list for a period of twelve (12) months commencing from the date of lay-off.

- b) An employee shall have the opportunity of recall from a layoff to an available opening in her position, by recalling in order of seniority.
- c) An employee who is recalled to work subsequent to a lay-off may refuse a recall to a lower-rated classification without prejudicing her recall right to return to her former classification or another offered classification.
- d) A regular employee recalled and reinstated to his/her former position shall receive the appropriate rate of pay for the position. An employee recalled and reinstated to any other position shall receive the appropriate pay for that position.
- e) New employees shall not be hired until those laid-off have had the opportunity of re-call.
- f) A recall notice will be sent to an employee in writing to her or his last address on file with the Employer. The employee shall contact the Executive Director by telephone immediately upon receipt of the notice and shall confirm her or his decision regarding recall in writing not later than three (3) days from when notified.
- g) The employee shall be given two (2) weeks from the date of the recall to return to work.
- h) If the employee does not respond to the re-call of his/her former position, the Employer shall deem the employee has severed their employment and then is entitled to severance pay as per Article 16.16 of this agreement.
- i) If at the end of the twelve (12) month period you have not been recall your entitlement under Article 16.16 shall then apply.

**16.13 Seniority**

Employees recalled to work shall be credited with the seniority accrued prior to lay-off.

**16.14 Grievances**

Grievances concerning layoff and recall shall be initiated at Step No. 2 of the grievance procedure.

**16.15 Benefits**

The Employer agrees to cover the costs of the employee's benefit package for one (1) month following the month the lay-off took place.

**16.16 Severance**

An employee who is declared surplus and elects to resign instead of exercising bumping and recall rights pursuant to this agreement shall receive severance pay in the amount of one (1) week's pay per year of employment up to a maximum of thirty-six (36) weeks of severance pay.

## **ARTICLE 17 – TECHNOLOGICAL CHANGE**

- 17.01** 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.
- 17.02** 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.
- 17.03** Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.

## **ARTICLE 18 – LEAVES OF ABSENCE**

**18.01** 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.

**18.02 a) Union Leave**

The Employer shall grant leave of absence without pay but with no loss of credits to attend Union functions, to three (3) employees at any one time, provided that this leave does not unduly interfere with the operations of the Employer. The Union will provide one month's notice where possible. During such leaves-of-absence, the employee's salary and benefits shall be maintained by the Employer and shall be reimbursed by the Union. The Employer will bill quarterly.

**b) 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 with continuation of benefit coverage (subject to agreement by the carrier) paid by OPSEU. 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 and service and seniority shall be deemed to be continuous for all purposes.

**c) Leave for Executive Board Members**

Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, 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, for the purpose of conducting the internal business affairs of the Union. The Union will reimburse the Employer for the salary, and benefits paid to the employee.

### **18.03 Local Union Leave**

Either the president of the local or his designee shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:

- a) only the local president or his designee shall be granted such leave;
- b) the leave shall be for a single period of not more than four (4) hours every two (2) weeks, and unused leave shall not be cumulative;
- c) the leave shall, to the extent possible, be taken at the same time on the same day every two (2) weeks, as pre-arranged between the Local President or his/her designee and his/her Supervisor;
- d) the Local President or his/her designee shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources.

The Union will reimburse the Employer for the salary and benefits paid to the employee during the period of leave.

### **18.04 Personal Leave**

The Employer may grant a leave of absence without pay for personal reasons provided that this leave does not unduly interfere with the operations of the Employer. The request for leave of absence shall be in writing at least fourteen (14) calendar days in advance whenever possible and such request shall not be unreasonably denied.

### **18.05 Educational Leave**

At the discretion of the Employer, a leave of absence without pay for the purpose of education, skill development or upgrading may be granted. Seniority shall accumulate during such leave.

### **18.06 Bereavement Leave**

- a) When a death occurs in the immediate family of a regular or temporary employee, she may be granted five (5) consecutive work days with pay within seven (7) calendar days to make arrangements for or attend the funeral. The Employer, in its discretion, may allow additional leave without pay to accommodate travelling requirements and other bona fide considerations. The employee shall submit a request prior to taking additional Bereavement Leave outlining the length of time being requested and the purpose of the additional time.
- b) Immediate family is defined as: parent, child, spouse, sibling, grandchild, grandparent, mother-in-law, father-in-law, stepchild, stepmother, stepfather and/or significant other.

- c) A Regular or Temporary employee who is bereaved of a brother-in-law, sister-in-law, aunt, and/or uncle shall receive a leave of absence up to one (1) day with pay for the purpose of attending or making arrangements for the funeral.
- d) Employees will not be eligible to receive payment under the terms of this Article for any period in which they are receiving payments in the form of sick leave or Workplace Safety & Insurance Benefits.
- e) Bereavement pay shall apply only to days on which the employee was scheduled to work.

**18.07 Jury Duty / Witness Duty**

- a) The Employer shall pay an employee who is required to serve as a juror or is subpoenaed as a crown witness in any court the difference between his/her normal earnings and the payment s/he receives for jury service or as a crown witness. The employee will present proof of service and the amount received.
- b) Where an employee is excused from jury duty or witness duty s/he must advise his/her immediate supervisor, or designate, immediately. When there is work available the employee will be expected to report for work as directed.

**18.08 Pregnancy / Parental Leave**

Pregnancy leave and parental leave shall be governed by the provisions of the *Employment Standards Act* as amended from time to time.

**18.09 Family Medical Leave**

- a) The Employer shall grant Family Medical Leave to Full-time, Part-time or Relief employees who will be providing care of support to a family member who has a serious medical condition and is in significant risk of dying.
  - i) Family Medical Leave is unpaid leave for a period of eight (8) weeks in a twenty-six (26) week period.
  - ii) Family Medical Leave can last up to eight (8) weeks and must be taken in full week periods, not days.
  - iii) The employee may not remain on a leave after the week in which the family member's death occurs, or in any event, after the twenty-six (26) week period referred to in the medical certificate.
- b) Under the *Employment Insurance Act*, six (6) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to Employment Insurance (EI) eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within twenty-six (26)

weeks and who requires care and support from one or more family members.

- c) A “Family Member” includes all those defined under the *Employment Standards Act, 200* (ESA).
- d) An employee who intends to take a Family Medical Leave shall:
  - i) Provide written notice to the Employer. An employee, who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
  - ii) The employee must provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of twenty-six (26) weeks.
- e) The Employer shall:
  - i) Continue to pay the Employer’s share of the premiums to certain benefits (i.e., RRSP plans, life and extended health insurance plans, accidental death plans and dental plans) that were provided to the employee before the leave;
  - ii) Include the period of the leave in calculating the length of the employee’s employment for seniority and other purposes;
  - iii) Reinstatement the employee to the same position after the leave or to a comparable position if the employee’s position no longer exists;
  - iv) An employee returning from family medical leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.
- f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- g) Employees are entitled to take more than one leave in respect of the same family member if a health practitioner issues another certificate.
- h) An employee may be entitled to both Emergency Leave and Family Medical Leave. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

### **18.10 Emergency Leave**

As per the *Employment Standards Act of Ontario*, an employee shall be entitled to ten (10) unpaid Emergency Leave days per year for the purpose of addressing:

- a) A personal illness, injury or medical emergency;
- b) The death, illness, injury, or medical emergency of an individual as it applies to the employee's spouse (includes common law or same sex spouse), parent, step-parent or foster parent of the employee or the employee's spouse, child, step-child or foster child of the employee or the employee's spouse, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse, the spouse of a child of the employee; the employee's brother or sister and a relative of the employee who is dependent on the employee for care of assistance.

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

An employee must inform the Employer that s/he shall be taking an Emergency Leave of Absence. If an employee has to begin an Emergency Leave before notifying the Employer, the employee must inform the Employer as soon as possible.

An employer is allowed to ask an employee to provide reasonable evidence that s/he is eligible for an emergency leave of absence.

### **18.11 Infectious Disease Emergency Leave**

Employees shall be entitled to access Infection Disease Emergency Leave in accordance with the *Employment Standards Act*.

### **18.12 Quarantine**

Where the Public Health and/or the Employer requires that the employee be quarantined from active employment, the Employer shall pay for those scheduled hours minus all statutory deductions and it shall not affect the employee's sick bank.

## **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

**19.01** The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas.

An employee shall be entitled to up to three (3) professional development opportunities per year. These include but are not limited to: programs, seminars, workshops and elective hostel training courses, etc. To be eligible such professional development opportunities must be related to the employees current role or to a role aspired to within the Salvation Army Evangeline. Employees shall continue to receive regular pay while attending such programs. Relevant

expenses shall be borne by the employer, such as travel from the office or from home whichever is lesser, parking, meals, accommodation, registration cost and books.

The employee should apply to their Manager in advance as per policy. However, such a request shall not be unreasonably denied.

## **ARTICLE 20 – HOURS OF WORK / OVERTIME / SHIFT & WEEKEND PREMIUM**

- 20.01 a)** It is understood that nothing herein is to be interpreted as a guarantee of, or a limitation upon, the hours of work to be done per day/per shift or per week or otherwise, nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular and overtime pay.
- b)** The normal hours of work for full-time Counsellors, Case Worker, Community Follow-up Worker, Housing Worker, Housekeepers, and Maintenance Workers shall consist of forty (40) hours per week Monday to Friday, inclusive of an hour paid meal period. The normal hours of work for full-time Intake Workers forty-two (42) hours per week, inclusive of an hour paid meal period.
- c)** The normal hours of work for Full-time Cooks shall consist of forty (40) hours per week, inclusive of an hour paid meal period.
- d)** The normal hours of work for Full-time Intake Workers shall consist of eighty-four (84) hours every two (2) weeks inclusive of an hour paid meal period.
- e)** An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each.
- f)** All authorized hours worked in excess of forty-two (42) hours per week or eighty-four (84) hours shall be paid at time and one-half (1½) the employee's basic hourly rate or may be accumulated as time in lieu at the rate of one point five (1.5) the employee's base rate of pay.
- 20.02** Full-time employees who work authorized hours in excess of those outlined in Article 20.01 f), shall have the option to be compensated the equivalent compensating time off in lieu of pay, to be taken at a mutually agreed time within six (6) months of the overtime occurrence. Overtime resulting from a crisis shall be discussed with the Employer at the first opportunity following the crisis but will not be otherwise unreasonably denied.
- 20.03** Time spent at meetings, conferences and Staff Development that is required as a normal work-related duty is to be considered time worked.

### **20.04 Shift Schedule**

The schedule shall be posted on the 15th of each month.

- a)** Once posted, mutual changes can be arranged between employees provided the appropriate "Shift Exchange Form" provided by the employer

has been completed and signed by the parties. Such a request shall be made forty-eight (48) hours prior to the shift taking place and submitted to the Supervisor or designate for approval.

- b) Employer shall not incur any additional costs over and above those which would have been incurred had the exchange not taken place.

#### **20.05 Shift Rotation Schedule for Residential Workers**

- a) Prior to any change to the schedule, management shall first consult with the Union and then the Employees in the bargaining unit.

### **ARTICLE 21 – WAGES**

**21.01** The wages will be as set out in Schedule A attached to and forming part of the collective agreement.

**21.02** When a new classification is to be created or an existing classification within the bargaining unit is 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.

#### **21.03 Errors on Paycheques**

In the event of an error made by the Employer on an employee's pay, a separate cheque shall be issued if the error results in an employee being underpaid by \$40.00 or more. The Employer shall provide payment for the shortfall within four (4) calendar business days from the date it is notified of the error.

### **ARTICLE 22 – EMPLOYEE STATUS**

#### **22.01 Employment Categories**

**Full-Time** - Employees who regularly work twenty-five (25) hours or more on a continuous basis.

**Part-Time** - Employees who regularly work less than twenty-four (24) hours or less on a continuous basis.

**Relief** - Employees who are employed on an as needed basis to meet short-term or emergency staffing needs of Evangeline Residence.

**Temporary** - Employees who are hired to replace employees on an approved leave of absence or to perform time limited tasks. The periods of employment shall not exceed the employees' approved leave or the conclusion of the special tasks. In all cases, periods greater than six (6) months require written agreement between the parties.

## **22.02 Part-Time Employees**

Participation in The Salvation Army's "Taking Care Employee Benefit Plan" and the Group Registered Retirement Savings Plan will be dependent upon meeting the eligibility requirements for those plans. Part-Time employees shall be accorded all other rights and benefits of the Collective Agreement on a pro-rated basis according to their hours of work.

## **22.03 Relief Employees**

Relief employees shall only be accorded the rights and benefits of the following Articles unless otherwise specified through the Collective Agreement:

**Preamble:**

**Article 1 – Purpose**

**Article 2 – Recognition**

**Article 3 – No Discrimination**

**Article 4 – Management rights**

**Article 5 – Dues Deduction**

**Article 6 – Union Representation**

**Article 7 – Health & Safety**

**Article 8 – No Strike or Lockout**

**Article 9 – Grievance Procedure**

**Article 10 – Arbitration**

**Article 11 – Discipline/Discharge**

**Article 12 – Personnel File**

**Article 13 – Seniority**

**Article 14 – Probationary**

**Article 15 – Job Posting**

**Article 17 – Technological Change**

**Article 18 – Leaves of Absence**

**Article 20.01 e) Paid rest periods and in addition one (1) hour paid meal break.**

**Article 21.01 – Wages**

**Article 22 – Employee Status**

**Article 27 – Expenses**

**Article 28 – General**

## **Schedules “A” and Schedule “A” Notes**

### **Article 29 – Duration**

Overtime payments, paid holidays and vacation shall be in accordance with the Ontario *Employment Standards Act* or unless otherwise specified through the Collective Agreement.

### **22.04 Temporary Employees**

Temporary employees shall only be accorded the rights and benefits of the following Articles unless otherwise specified through the Collective Agreement:

#### **Preamble:**

#### **Article 1 – Purpose**

#### **Article 2 – Recognition**

#### **Article 3 – No Discrimination**

#### **Article 4 – Management rights**

#### **Article 5 – Dues Deduction**

#### **Article 6 – Union Representation**

#### **Article 7 – Health & Safety**

#### **Article 8 – No Strike or Lockout**

#### **Article 9 – Grievance Procedure**

#### **Article 10 – Arbitration**

#### **Article 11 – Discipline/Discharge**

#### **Article 12 – Personnel File**

#### **Article 13 – Seniority**

#### **Article 14 – Probationary**

#### **Article 15 – Job Posting**

#### **Article 17 – Technological change**

#### **Article 18 – Leaves of Absence**

#### **Article 20.01 (e) Paid rest periods and in addition one (1) hour paid meal break.**

#### **Article 21.01 – Wages**

#### **Article 22 – Employee Status**

#### **Article 27 – Expenses**

#### **Article 28 – General**

#### **Schedule “A” and Schedule “A” Notes**

## **Article 29 – Duration**

Overtime payments, paid holidays and vacation shall be in accordance with the Ontario *Employment Standards Act* or unless otherwise indicated through the Agreement.

### **ARTICLE 23 – PAID HOLIDAYS**

**23.01** The following statutory holidays are granted as per Provincial Legislation:

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

In addition to the above days, Evangeline Residence also grants the Civic Holiday (First Monday in August) as a paid holiday.

- 23.02** In order to be entitled to payment for a holiday, an employee must have worked the full working day immediately preceding and the full working day immediately following a holiday, unless such absence is authorized by the Employer, or a medical certificate issued by a qualified physician is presented to the Employer.
- 23.03** With the exception of Residential Workers and Cooks, where a statutory holiday falls on a Saturday or Sunday, the holiday will be observed on Friday or Monday in keeping with the general practice in the community. With two (2) weeks' notice an employee may request a specific day in lieu of the statutory holiday. That day shall be taken within thirty (30) days of the actual holiday. The request must be made in writing to the Executive Director or designate; such a request shall not be unreasonably denied.
- 23.04** Full-time employees, whose day off coincides with a statutory holiday, will be granted another day off for the statutory holiday. This day will usually be granted within thirty (30) days of the actual statutory holiday date and will be paid at the regular hourly rate of pay for this day.
- 23.05** A Full-time employee, who has successfully completed probation, shall receive three (3) float days in each calendar year. Such a float day shall be taken at a time which is mutually agreeable to the employee and the Employer. Employees must provide twenty-four (24) hours' notice when an employee wishes to take a float day. Under special circumstances, request within less than twenty-four (24) hours may be granted. Such a request shall not be unreasonably withheld.

Float days may be scheduled for December provided they are requested by October 1<sup>st</sup> and confirmed by October 15<sup>th</sup>.

Employees shall be paid based on the number of hours they were scheduled to work.

**23.06** Statutory Holiday credits for employees who worked on the Statutory Holiday shall be twelve hours (12) (where the employee worked nine (9) hours); and eight hours (8) (where the employee worked eight (8) hours).

**ARTICLE 24 – VACATIONS**

**24.01** An employee will be granted and shall take his/her vacation at such time or times as the Employer determines, consideration in each case being given to the employee's wishes and the efficient operation of the Evangeline Residence. Vacation requests will not be unreasonably denied. Employee requests for specific vacation periods are to be submitted to their supervisor as much in advance as is reasonably possible.

Requests for summer vacations (June, July and August) will be made by March 31<sup>st</sup> each year and will be confirmed with the employee by April 30<sup>th</sup>. All other outstanding vacations must be taken by December 31. Any request for unused vacation after the summer period must be submitted no later than October 1<sup>st</sup>. Requests made by October 1<sup>st</sup> will be confirmed by October 15<sup>th</sup>.

In the event of conflicts, seniority shall prevail. Seniority rights as herein mentioned can only be exercised up to March 31<sup>st</sup> and October 1<sup>st</sup> of the year, after which vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

When these deadlines are followed, seniority will be used where more employees request vacation than can be accommodated. Any other requests for vacation will be managed on a first come first served basis.

**24.02** All employees shall receive vacations and vacation pay based on length of continuous service as of December 31 of the previous year, in accordance with the tables below. Vacation accrues continuously throughout the year to December 31.

Full-time employees accrue vacation time and pay based on active service as outlined below.

Service	Vacation Accrual Rate	For those who work 12 hour shifts, the equivalent is:
Up to 2 years	1.25 days per month to a maximum of fifteen (15) days	Fifteen (15) days = 120 hrs = 10 shifts
3-6 years	1.25 days per month to a maximum of fifteen (15) days	Fifteen (15) days = 120 hrs = 10 shifts

7-13 years	1.67 days per month to a maximum of twenty (20) days	Twenty (20) days = 160 hours = 14 shifts
14-20 years	2.08 days per month to a maximum of twenty-five (25) days	Twenty-five (25) days = 200 hrs = 17 shifts
21 years plus	2.50 days per month to a maximum of thirty (30) days	30 days = 240 hrs = 20 shifts

However, Full-Time employees working less than forty (40) hours per week will accrue vacation on a prorated basis.

**24.03** Employees are not allowed to carry over unused vacation credits from one calendar year to the next. However, under special circumstances carry over may be permitted. The request must be made in writing to the Executive Director or designate; such a request shall not be unreasonably denied.

Vacation may be taken anytime during the calendar year, but it should not be taken consecutive to a previous year's vacation.

**24.04** Vacation credits for those employees working twelve (12) hour shifts shall be of twelve (12) hours and for those working eight (8) hours shall be of eight (8) hours.

**ARTICLE 25 – NATIONAL DAY FOR TRUTH AND RECONCILIATION**

**25.01** The National Day for Truth and Reconciliation shall be recognised as a holiday which does not attract premium pay. Employees will get the day off, unless scheduled to work, in which case they shall receive another day off in lieu.

**ARTICLE 26 – SICK LEAVE**

**26.01 a)** Full-time and Part-Time employees will be provided sick benefits against loss of income sustained because of illness or non-work-related injury. Up to thirty-six (36) hours leave per calendar year may be granted for medical and dental appointments that cannot be scheduled outside the employee's work hours. These hours shall be deducted from the employee's sick bank.

**b)** Full-time employees will accumulate sick leave on the basis of one point twenty-five (1.25) days per month.

For employees who worked a twelve (12) hour shift a sick credit on a twelve-hour shift will mean one and one-half (1.5) days deducted from the appropriate bank of credits.

**c)** Part-time employees will accumulate sick leave on a pro-rated basis.

- d) Sick days do not continue to accrue while an employee is on sick leave. Upon return to work, after using any or all of the days of credit, the employee may again accumulate further credits up to the maximum of eighty-five (85) days.
- e) Credits will accumulate from the date of hire but cannot be used until the commencement of the fourth month of employment.
- f) Remuneration for any accumulated credits will not be made on termination of employment, except when such termination takes place during an existing disability.
- g) Sick leave benefits are not payable for:
  - i) any illness or injury covered by WSIB or the Canada/Quebec Pension Plans;
  - ii) unpaid leaves of absence
- h) The Employer reserves the right to request medical substantiation either in the form of a doctor's certificate, or an independent medical examination following three (3) consecutive sick days or where abuse of sick days is suspected. The Employer shall pay for any cost due to such a request.
- i) Employees must personally notify their Supervisor or designate as early as possible if they are unable to work due to illness. Notice of absence must be given for each shift the employee will miss, except in cases where a medical practitioner has specified the duration of incapacity.
- j) Sick days will not be applied against maternity leave.
- k) In the event of a serious illness and hospitalization of a member of the employee's immediate family, sick leave may be granted on the approval of the Executive Director. Such time-off with pay would not normally exceed two days.
- l) Where staff is unable to complete a portion of a shift due to illness, sick leave will be paid hour for hour.
- m) During the first week of June of each year, the Employer shall notify each employee of their accumulated sick leave credits. An employee may request an update.

## **ARTICLE 27 – INSURED BENEFITS**

### **27.01 Employee Health Benefits**

The Employer may at any time substitute another carrier or carriers to underwrite the insured benefits provided that none of the benefits in such plans are reduced from the current coverage. The Employer shall notify the Union within ninety (90) days prior to the change coming into effect.

The Employer agrees to provide benefits to eligible employees in accordance with the terms of the Employer's benefit plan (see Taking Care Benefit Booklet) as it may be amended or supplemented from time to time by the Employer in its absolute discretion.

The Employer shall pay for existing core benefits as follows:

- a) Basic Life Insurance (core benefit of one (1) times annual earnings) - one hundred percent (100%) of premiums;
- b) Basic Accidental Death & Dismemberment (core benefit of one (1) times annual earnings) – one hundred percent (100%) of premiums;
- c) Long Term Disability is one hundred percent (100%) paid by the employee;
- d) Health & Dental, one hundred percent (100%) of single core coverage premiums; plus where applicable, fifty percent (50%) of the difference in premiums between single core coverage and either the couple core coverage or the family core coverage, as applicable; all additional coverage beyond the core plans shall be paid for by the employee.

The Employer shall reimburse an employee one hundred and twenty-five dollars (\$125.00) in addition to the current vision entitlement under the benefit plan. The employee must show a receipt to the Employer. This additional one hundred and twenty-five dollars (\$125.00) applies only to the employee.

Effective April 1, 2019 all current employees eligible for benefits shall receive eighty dollars (\$80.00) every twenty-four (24) months towards the cost of an eye exam upon submission of a receipt.

## **27.02 Group Registered Retirement Savings Plan**

The benefits described in the Group RRSP Plan documents shall form part of this Collective Agreement for information only and the parties understand it is not negotiable during the term of this Agreement. Furthermore, it is agreed that the benefits shall not be reduced during the term of the Agreement without consent of both parties.

- a) Group RRSP enrolment is for all Full-time and Part-Time employees who have completed two (2) calendar years of continuous service.
- b) Enrolment to take place on January 1st or July 1st following employee's second anniversary.

### **Completed Years of Service**

2 – 5

6 -10

11 – 15

16 – 20

### **Employer Contribution**

3.00% of basic earnings

3.25% of basic earnings

3.50% of basic earnings

4.00% of basic earnings

More than 21 years of service

6.00% of basic earnings

## **ARTICLE 28 – EXPENSES**

**28.01** Authorized and reasonable out-of-pocket expenses incurred on Employer business will be repaid as they are incurred. All out-of-pocket expenses must be verified with receipts and invoices.

**28.02** Employees are responsible to the Employer for clarification on the question of which expenses may be covered by clearing such questions with the appropriate persons.

**28.03** Mileage rates paid to employees using their own cars on authorized Employer's business shall be at the Salvation Army national policy mileage rate and all reasonable out-of-pocket parking expenses (receipts required).

### **28.04 Shoe and Glove Supplement**

For the duration of this Agreement, the annual allowance for shoes and gloves (to supplement the cost thereof), for Maintenance Persons, kitchen staff and housekeeping staff shall be one hundred dollars (\$100.00). The shoes shall have non-slip soles and steel-capped toes. This allowance shall be paid once a year and when original receipts provided. Employees on probation at the date of issue will receive the allowance, prorated, retroactive to their date of employment after the completion of their probationary period.

## **ARTICLE 29 – GENERAL**

**29.01** All Letters of Understanding and Appendices to this Agreement shall be considered attached to and part of this Agreement and subject to all of its terms.

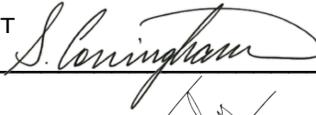
**ARTICLE 30 – DURATION**

- 30.01** This agreement shall remain in full force and affect until March 31, 2026.
- 30.02** Either party may, within the last three (3) months of its operation, serve the other with notice of its intent to amend the provisions herein.
- 30.03** On receipt of such notice by either party, the two (2) parties shall meet and bargain in good faith to reach a renewal agreement.
- 30.04** In the event that neither party serves notice of their intent to bargain as provided in Article 29.02, this Agreement shall continue in force automatically for periods of one (1) year each until such time as one party gives notice as provided in Article 29.02 of their intent to bargain.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

Signed by: <i>Betsy Colalillo</i> 01 August 2024   11:00 AM EDT <small>877D5A761007490...</small>	 _____
Signed by: <i>Paige Von Hatten</i> 01 August 2024   11:00 AM EDT <small>1EF9E1379D0B438...</small>	 _____
DocuSigned by:  01 August 2024   11:00 AM EDT <small>6AE4B38EFD4F437...</small>	 _____
DocuSigned by:  01 August 2024   11:00 AM EDT <small>82D98EADBF99493...</small>	_____  _____  _____  _____

**SCHEDULE “A” – WAGES**

<b>1-April-2022 – 5%</b>	<b>START</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>
Case Worker	\$23.85	\$24.57	\$25.33	\$26.06
Housing Worker	\$23.49	\$24.17	\$24.92	\$25.73
Community Follow-up Worker	\$23.49	\$24.17	\$24.92	\$25.73
Intake Worker	\$21.16	\$21.80	\$22.44	\$23.15
Maintenance	\$16.23	\$16.65	\$17.09	\$17.52
Cook	\$19.47	\$19.91	\$20.34	\$20.77
Housekeeper	\$16.39	\$16.82	\$17.25	\$17.69

<b>1-April-2023 – 4%</b>	<b>START</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>
Case Worker	\$24.80	\$25.55	\$26.34	\$27.10
Housing Worker	\$24.43	\$25.14	\$25.91	\$26.75
Community Follow-up Worker	\$24.43	\$25.14	\$25.91	\$26.75
Intake Worker	\$22.00	\$22.67	\$23.34	\$24.08
Maintenance	\$16.88	\$17.32	\$17.78	\$18.23
Cook	\$20.25	\$20.70	\$21.15	\$21.60
Housekeeper	\$17.05	\$17.49	\$17.94	\$18.40

<b>1-April-2024 - 4%</b>	<b>START</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>
Case Worker	\$25.79	\$26.57	\$27.39	\$28.19
Housing Worker	\$25.41	\$26.14	\$26.95	\$27.82
Community Follow-up Worker	\$25.41	\$26.14	\$26.95	\$27.82
Intake Worker	\$22.88	\$23.58	\$24.27	\$25.04
Maintenance	\$17.56	\$18.01	\$18.49	\$18.95
Cook	\$21.06	\$21.53	\$22.00	\$22.46
Housekeeper	\$17.73	\$18.19	\$18.66	\$19.14

<b>1-April-2025 – 3%</b>	<b>START</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>
Case Worker	\$26.57	\$27.37	\$28.21	\$29.03
Housing Worker	\$26.17	\$26.93	\$27.76	\$28.66
Community Follow-up Worker	\$26.17	\$26.93	\$27.76	\$28.66
Intake Worker	\$23.57	\$24.28	\$25.00	\$25.79
Maintenance	\$18.08	\$18.55	\$19.04	\$19.52
Cook	\$21.69	\$22.18	\$22.66	\$23.14
Housekeeper	\$18.26	\$18.74	\$19.22	\$19.71

## **SCHEDULE "A" NOTES**

1. On April 1, 2005, current Full-Time and Part-Time employees will be placed on the grid at the next level of their classification above their existing wage rate.
2. The following workers will be "Gold-Circled":

Kasimu Iribhogbe

Maintenance

Gold-Circled employees will maintain their present salary upon ratification of this agreement and will be entitled to all future negotiated wage increases until such time as they terminate their present employment with the Evangeline Residence.

3. Full-time employees will progress from the Start Level through to Level 3 annually on their anniversary date.
4. Part-time and relief employees will progress from the Start Level through to Level 3 based on their hours of work in the position. One level shall equal two thousand and eighty (2080) hours and no more than two thousand and eighty hours (2080) hours accumulation shall be credited per calendar year.
5. Where an employee is assigned to temporarily perform the duties of another position, s/he shall be paid at the next higher rate of pay in the position's pay band providing at least a three percent (3%) increase over their regular rate of pay.
6. The Employer may, at their discretion, place a new employee on the grid up to level 3 based on the employee's experience and qualifications.

**LETTER OF UNDERSTANDING #1**

**PROTOCOL FOR CALL-IN OF RELIEF STAFF**

**BETWEEN**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

1. Relief staff shall be called in for shifts based on their seniority. It is understood that the Employer calling will start at the top of the seniority working downwards on a rotating basis. The worker will be offered her choice of one available shift in any given week, depending on the amount available. It is further understood that the next time shifts become available calling will commence where left off from the previous call.
2. The Employer or designate shall be responsible for booking all Relief staff. Such bookings shall be done with as much lead-time as possible.
3. Every reasonable effort shall be made to assign emergency shifts based on seniority. Emergency shifts are shifts known to the Employer forty-eight (48) hours or less in advance. While Step #1 of this process shall apply, it is understood that emergency shifts shall be booked to the first available staff to respond by the employee who took the call.
4. A call book shall be maintained showing the name(s) of the Relief worker(s) contacted, the name of the individual making the call, the time and the response.
5. Relief employees shall notify the Supervisor or designate by the tenth of each month in writing, email or by phone as to their availability to work in the following month. The schedule shall be posted on the 15th of each month.
6. Relief staff shall contact the Manager to find out their shifts.
7. Switched shifts must be reported to the Manager.

- 8. No relief employee shall be scheduled in advance, unless they are required to cover the absence of a regular employee. Such a period shall not exceed two (2) weeks, unless agreed in advance by the Union and the Employer. Such a request shall not be unreasonably denied. It is also understood that these shifts will be assigned to by seniority, the next time a relief needs to be scheduled the shift will be assigned to the next on the list. Relief employees on the schedule will be notified in writing of their schedule.

DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Caballes</i> 01 August 2024   11:00 AM EDT  <small>877D5A761607490...</small></p>	<p><i>[Signature]</i></p>
<p>Signed by: <i>Paige Von Hatten</i> 01 August 2024   11:00 AM EDT  <small>TEF9E1579D0B458...</small></p>	<p><i>[Signature]</i></p>
<p>DocuSigned by: <i>[Signature]</i> 01 August 2024   11:00 AM EDT  <small>6AE4B38EFD4F437...</small></p>	<p><i>[Signature]</i></p>
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**LETTER OF UNDERSTANDING #2**

**EERC TERMS OF REFERENCE**

**BETWEEN**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**and**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

**ARTICLE 1 - PREAMBLE**

The purpose of this agreement is to set out the terms of reference for the OPSEU Local 550 Evangeline Residence Employee Employer Labour Relations Committee (EERC) in accordance with Article 6.09 of the Collective Agreement.

**ARTICLE 2 - SCOPE**

The function of the EERC shall be to conduct discussions and/or facilitate negotiations consistent with Article 6.09 of the Collective Agreement, of all matters of mutual interest between the parties which fall under their authority.

**ARTICLE 3 - COMPOSITION OF THE COMMITTEE**

The Union will be represented by up to three (3) members, selected by the Union, and may be assisted by the Staff Representative employed by the Union.

The Employer will be represented by up to three (3) representatives and may be assisted by a Human Resources representative.

Either party may invite one or more persons to provide expertise and advice on specific items or as an observer or trainee, provided prior agreement of the other party is secured no less than one (1) day in advance of the meeting. Such agreements shall not be unreasonably withheld.

**ARTICLE 4 - MEETINGS/AGENDA/MINUTES**

Meetings will be held every two (2) months at the request of either party. Meetings can be postponed with the mutual consent of both parties.

Notwithstanding 4.01 above, either party to the agreement may formally request that a special meeting be held, and provided both parties concur, the special meeting shall be convened no later than seven (7) days after the formal request.

The bargaining unit representatives shall be released from duty with no loss of pay and no loss of credits to attend EERC meetings and related matters. (eg. preparation of minutes). Paid leave of one (1) hour shall be granted for union caucus time immediately prior to the scheduled EERC meetings.

It is the joint responsibility of the Union Chairperson and the Employer Chairperson to conduct the EERC meetings. The Chair responsibilities shall alternate between the two (2) parties.

Agenda items shall be assembled and exchanged by the parties no later than one (1) week in advance of the EERC meeting. The person who has Chair responsibilities for the meeting shall be responsible for preparing and distributing the Agenda.

It is the joint responsibility of the Union and the Employer to record and draft the minutes of EERC meetings. This responsibility will alternate between the parties. Every effort will be made to prepare and issue the initial draft minutes within two (2) weeks. The parties will endeavour to sign and distribute the final minutes within four (4) weeks of the meeting. The Employer agrees that the Union may use the Employer's email for the purposes of preparation, drafting and distributing of minutes and agenda items among the Union representatives of the EERC.

Minutes of EERC meetings will be approved and signed by both parties before distribution.

A copy of the signed minutes shall be forwarded to the OPSEU Regional Office and The Salvation Army Divisional Headquarters and to each Evangeline program site.

#### **ARTICLE 5 - QUORUMS AND REPRESENTATIVES**

A quorum shall consist of a minimum of two (2) representatives from both sides.

When either party intends to send a designated substitute (alternate), it shall notify the other party as soon as reasonably possible.

#### **ARTICLE 6 - UNDERSTANDINGS REDUCED TO WRITING**

Where as a result of discussions, an initiative is agreed on with respect to any matter of continuing significance, either party may require that the initiative is expressed in writing as an agreement before it takes effect.

No Agreement will be binding upon the Union unless signed by the President of OPSEU or her designate.

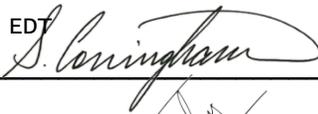
#### **ARTICLE 7 - TERM OF THE AGREEMENT**

This Memorandum of Understanding shall remain in force for one year from the date of signing and shall continue automatically thereafter for annual periods of one year unless either party notifies the other that it desires to amend the agreement with ninety (90) days written notice.

DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

Signed by: <i>Betsy Ceballos</i> 877D5A761607490...	01 August 2024   11:00 AM EDT 
Signed by: <i>Paige Von Hatten</i> 4EF5E4579D0B458...	01 August 2024   11:00 AM EDT 
DocuSigned by:  0AE4B38EFD4F437...	01 August 2024   11:00 AM EDT 
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**LETTER OF UNDERSTANDING #3**

**ON-CALL DUTIES & JOB POSTING**

**BETWEEN**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

Furthermore, the parties agreed that effective September 1, 2009, On Call duties shall be performed by management only.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Ceballos</i> 877D5A761007490...</p>	<p>01 August 2024   11:00 AM EDT</p>	
<p>Signed by: <i>Paige Von Hatten</i> 4EF5E1579D0B456...</p>	<p>01 August 2024   10:59 AM EDT</p>	
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**LETTER OF UNDERSTANDING #4**  
**GRANDFATHERING ROTATION OF SHIFT**

**BETWEEN:**  
**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

Furthermore, the parties agreed that effective date of ratification these two (2) employees: Manuel Bohorquez and Lee Ann Leitch shall not be scheduled to participate in the new implementation of the Rotation of Shift as prescribed in Article 20.05 of this collective agreement.

The employees shall be grandfathered into their current schedule practice. Unless either one indicates in writing to the employer their desire for discontinue said practice.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Coballos</i> 01 August 2024   11:00 AM EDT 877D5A761607490...</p> <p>Signed by: <i>Paige Von Hatten</i> 01 August 2024   10:59 AM EDT 1EF3E1379D0B438...</p> <p>DocuSigned by: <i>[Signature]</i> 01 August 2024   8:36 AM PDT 6AE4B38EFD4F437...</p> <p>DocuSigned by: <i>[Signature]</i> 01 August 2024   10:56 AM EDT 82D98EADB939493...</p>	<p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**LETTER OF UNDERSTANDING #5**

**PAY EQUITY**

**BETWEEN:**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

The Union and the Employer acknowledge their ongoing responsibilities under the *Pay Equity Act* to:

- establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the *Pay Equity Act*;
- to ensure that the Pay Equity Plan between the parties is appropriately amended to reflect any change of circumstances which subsequently render the Plan to be no longer appropriate within the meaning of the *Act*; and
- to ensure that pay equity is maintained for new and existing job classifications.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Ceballos</i> 01 August 2024   11:00 AM EDT 877D5A761607490...</p> <hr/> <p>Signed by: <i>Paige Von Hatten</i> 01 August 2024   10:59 AM EDT 1EF5E1579D0B458... DocuSigned by: <i>[Signature]</i> 01 August 2024   8:36 AM PDT 6AE4B38EFD4F497...</p> <hr/> <p>DocuSigned by: <i>[Signature]</i> 01 August 2024   10:56 AM EDT 82D90EADBF99493...</p> <hr/>	<p><i>[Signature]</i></p> <hr/> <p><i>[Signature]</i></p> <hr/> <p><i>[Signature]</i></p> <hr/>
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**LETTER OF UNDERSTANDING #6**  
**PEER SUPPORT AND CRISIS INTERVENTION**

**BETWEEN:**  
**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

Following a crisis intervention situation an exterior debriefing shall commence as soon as possible and exterior crisis support shall be made available on site. The support shall include, but not be limited to, the Employer's EAP program.

If there is damage to personal property the employee shall record such damage on the incident report form and such claims shall be submitted to the Employer for reimbursement.

It is understood the exterior support may include external Salvation Army staff trained in crisis intervention.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Cuballes</i> 877D5A761607490...</p> <hr/> <p>Signed by: <i>Paige Von Hatten</i> 1EF9E1579D0B458...</p> <hr/> <p>DocuSigned by: <i>[Signature]</i> 6AE4B38EFD4F437...</p> <hr/> <p>DocuSigned by: <i>[Signature]</i> 82D98EADBF99483...</p> <hr/>	<p>01 August 2024   11:00 AM EDT <i>[Signature]</i></p> <hr/> <p>01 August 2024   10:59 AM EDT <i>[Signature]</i></p> <hr/> <p>01 August 2024   8:36 AM PDT <i>[Signature]</i></p> <hr/> <p>01 August 2024   10:56 AM EDT</p> <hr/>
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**LETTER OF UNDERSTANDING #7**

**TEMPORARY STAFF**

**BETWEEN:**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

If a Temporary employee's term exceeds twelve (12) months or the length of the absentees leave, as the case may be, the employee shall be confirmed as a permanent employee and will gain seniority which shall be retroactive to the last date of hire.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Ceballos</i> 01 August 2024   11:00 AM EDT 877D5A761607490...</p>	<p><i>[Signature]</i></p>
<p>Signed by: <i>Paige Von Hatten</i> 01 August 2024   10:59 AM EDT 1EF5E1579D0B458...</p>	<p><i>[Signature]</i></p>
<p>DocuSigned by: <i>[Signature]</i> 01 August 2024   8:36 AM PDT 6AF4B38FED4F437</p>	<p><i>[Signature]</i></p>
<p>DocuSigned by: <i>[Signature]</i> 01 August 2024   10:56 AM EDT 82D98EADBF99493...</p>	<p></p>
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**LETTER OF UNDERSTANDING #8**  
**OPSEU PENSION TRUST SELECT PENSION PLAN**

**BETWEEN:**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 550**

**And**

**THE SALVATION ARMY EVANGELINE RESIDENCE**

The Employer agrees to meet with the Union to explore participation in the OPSEU Pension Trust Select Pension Plan within ninety (90) days of ratification.

**DATED AT TORONTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

<p>Signed by: <i>Betsy Ceballos</i> 01 August 2024   11:00 AM EDT 877D5A761607490...</p> <hr/> <p>Signed by: <i>Paige Von Hatten</i> 01 August 2024   10:59 AM EDT 1EF3E1379D0B458...</p> <p>DocuSigned by: <i>[Signature]</i> 01 August 2024   8:36 AM PDT 6AF4B38FFD4F437...</p> <p>DocuSigned by: <i>[Signature]</i> 01 August 2024   10:56 AM EDT 82D98EADBF99493...</p> <hr/> <hr/> <hr/>	<p><i>[Signature]</i></p> <hr/> <p><i>[Signature]</i></p> <hr/> <p><i>[Signature]</i></p> <hr/> <hr/> <hr/> <hr/>
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