

THIS AGREEMENT ENTERED

BETWEEN

WOMEN'S HOUSE

Serving Bruce & Grey

(HEREINAFTER CALLED THE "EMPLOYER")

AND

UNIFOR and its Local 2458

(HEREINAFTER CALLED THE "UNION")



Expires: March 31, 2029

It is to be recognized and understood that both parties to this Agreement have worked together to provide a Collective Agreement which addresses the realities of the current political and economic environment.

Within these limits both parties have attempted to ethically, respectfully, and responsibly address the needs of women and children who are served by the shelter/organization.

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ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish and maintain harmonious relations between the Employer and its employees, who are subject to the provisions of this Agreement and to provide the procedure for the prompt and equitable disposition of grievances and for the establishment and maintenance of satisfactory working conditions, including hours of work and wages.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees save and except: supervisors, persons above the rank of supervisors, students and temporary employees.

(a) The Employer may hire and utilize paid students providing that wages are grant based and there is no loss of hours to the bargaining unit as a result of the student. The Employer may top up the hourly rate not in excess of thirty percent (30%) of minimum wage. Paid students will not be hired into programs where there have been layoffs in the past twenty-four (24) months.

2.02 The term “full-time employee” shall refer to all employees who are regularly employed for more than twenty-four (24) hours per week.

2.03 (a) The term “part-time employee” shall refer to all employees who are regularly employed for not more than twenty-four (24) hours per week.

(b) The term “relief employee” shall refer to all employees who are not regularly scheduled, and are used for call-in purposes.

(c) Temporary Employees:

i. Temporary employee is a person who does not work on a regularly scheduled basis and normally works on:

1. An on-call basis for a specified term to replace an employee on leave, or;

2. To perform a special non-recurring task. The period of employment of temporary employees shall not exceed the absentee’s leave or the duration of the non-recurring task. The release or discharge of temporary employees shall not be the subject of a grievance. This clause does not prevent these or any other employee from using the job posting provisions and any successful applicant will be credited with the

appropriate seniority. The Employer will inform in writing, employees selected to fill temporary vacancies of the circumstances creating the vacancy and the conditions relating to temporary employment.

- ii. The Employer may only utilize temporary employee(s) after every effort has been made to offer the available work to all other persons within the bargaining unit on a qualification, classification and seniority basis. The use of temporary employees shall not adversely affect the hours of work or other working conditions of any persons within the bargaining unit and shall not result in layoff or the reduction of the number of bargaining unit persons or positions.

2.04 The Employer undertakes that it will not, so long as the Union continues to be entitled to represent the employees of the Employer, employed in the bargaining unit described in Article 2.01, enter into any other agreement or contract with the employees employed within the said bargaining unit, individually or collectively, which may conflict with the provisions of this Agreement.

2.05 Where a new job classification is established during the term of this Agreement, the rate of pay ranges and progression shall be negotiated by the parties. If the parties are unable to agree on the rate of pay, ranges and/or progression, the issue, including the issue of retroactivity, may be submitted to arbitration for final and binding determination. The Arbitrator shall have no authority to alter existing rates or classifications.

2.06 The Employer agrees that it will not expand the scope or the amount of time spent by non-bargaining unit employees on work done by bargaining unit employees except in the following circumstances:

1. In case of emergency;
2. For the purpose of instructing employees;
3. For the purpose of training supervisors and persons whose jobs are not in the bargaining unit;
4. In circumstances mutually agreed upon by the parties.

The role of volunteers will not be expanded or changed without discussion with the Union.

Volunteers shall not replace bargaining unit employees. The attached Letter of Understanding outlines the specific roles of volunteers.

- 2.07** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees, except by written agreement of the Union and Employer.
- 2.08** The Employer agrees that during the term of this Collective Agreement, there shall be no contracting out of any work currently being performed by members of the bargaining unit if, as a result of such contracting out, a bargaining unit employee is laid off. The Union acknowledges that from time to time the Employer receives funding for specific contract positions within the shelter/organization. Nothing in this Agreement shall in any way interfere with the Employer's right to continue to employ people pursuant to these contracts. However, the Employer agrees to post contract positions under Article 15.01 herein if there are any bargaining unit employees who may be eligible to apply for the position.
- 2.09** The Union agrees that there shall be no solicitation of members or other union activities on the premises of the Employer or during working hours, except as permitted by this Agreement. The Union further agrees that no meeting by the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** (a) The parties recognize and acknowledge that it is the exclusive function of the Employer to manage its operation and direct its workforce subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the parties acknowledge that it is the exclusive function of the Employer to select, hire, direct, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and discharge employees for just cause, provided that a claim by a bargaining unit employee who has acquired seniority that they have been suspended, disciplined or discharged without just cause may be the subject of a grievance as hereinafter provided.
- (b) The parties also recognize and acknowledge that it is the exclusive function of the Employer to make, alter and enforce reasonable rules and regulations, which are not inconsistent with the provisions of this Agreement.
- (c) All matters concerning the management and operation of the Employer which are not dealt with in this Agreement, shall be reserved exclusively to the Employer.
- 3.02** Failure by the Employer to exercise any of its management rights at any time shall not be considered to be an abandonment of such rights.

ARTICLE 4 - UNION SECURITY

- 4.01** The Employer shall deduct from each employee within the bargaining unit from the first pay of each calendar month, the monthly dues for the full-time staff and the dues from the previous two (2) pay periods for the part-time staff as they are levied by the Union in accordance with its constitution and by-laws. The dues are to be submitted to the Union by the 20th day of the month following, with a list of hours worked and the hourly rate of pay.
- 4.02** The amount of such dues shall be certified to the Employer by an authorized officer of the Union. In the event of a change of such amounts, not less than fourteen (14) days' notice shall be given to the Employer.
- 4.03** (a) The dues deducted from the pay of the employee, together with a record of those whose pay deductions have been made shall be remitted by the Employer to the Union not later than the 20th day of each month for the month in which they are deducted. Such records shall also include a monthly brief explanation (e.g. employment terminated, leave of absence, etc.) regarding each employee from whom dues have not been deducted.
- (b) Further, when part-time dues are remitted to the Union, a list will accompany such remittance with the number of hours worked by each part-time employee during the pay periods for which the dues are being remitted.
- 4.04** Union dues deduction will be included on employee T4 slips.
- 4.05** The Employer will furnish the Union as necessary with the names of new employees and their classifications, names of employees whose employment has been terminated, the names of employees who have completed their probationary period, names of employees laid off, changes in any classification of employees, and the names of employees and their appointments made under the job posting procedure or otherwise.
- 4.06** The Employer agrees to permit a representative of the Union to interview each employee who has completed their probationary period, for a period of ten (10) minutes during the employee's regular working hours. The meeting will take place at a time and place mutually convenient to the Employer and the Union representative. The Employer will notify the employee concerned of the time and place of the interview and permit the employee to attend the interview with no loss of wages. In the event that the interview is conducted by a union committee person, the Union Committee Person shall also be permitted time off with no loss of wages for the purposes of conducting the interview. It is acknowledged and agreed that in the case of a counsellor, the interview must be conducted at a time that will not interfere with the smooth running of the shelter/organization.

- 4.07** The Union will indemnify and save harmless the Employer against any liability for the payment deducted by the Employer pursuant to this Article.

ARTICLE 5 - UNION COMMITTEE/NEGOTIATION/GRIEVANCE COMMITTEE

- 5.01** The Employer acknowledges and recognizes the right of the Union to appoint, elect or otherwise select a committee of not more than two (2) persons (in addition to the National Representatives of the Union) which committee shall be called the Union Committee, one of whose members shall be the Chairperson, who are authorized to represent the employees in discussions and dealings with the Employer in connection with any matters which may properly arise out of the administration of this Agreement. Any or all members of the Union Committee shall also serve on the Negotiation and Grievance Committees. The Union agrees to notify the Employer in writing of the names of the members of the Committee and any changes thereto.
- 5.02** The Employer acknowledges and recognizes the right of the Union to enlarge the Union/Grievance and/or Negotiating Committee at any time by the addition of representatives of the Unifor Local 2458, who are not members of the bargaining unit when dealing with the Employer.
- 5.03** (a) It is agreed that meetings, other than negotiations for a collective agreement, between the Employer and the Union Committee, called at the request of either party, will normally be held during regular working hours, unless otherwise mutually agreed. It is also agreed that no more than two (2) members of the Union Committee may leave their shifts to attend such a meeting. No more than two (2) members of the Committee shall be paid for their attendance at such meeting. Such pay will be at the rate of straight time. If a meeting between the Employer and Union is not scheduled during work hours, the Union Committee shall be paid by the Employer for time in attendance at said meeting. These labour management meetings will be held bi-monthly as needed. Mileage will be paid for one (1) Committee member from the Owen Sound office to attend up to six (6) labour management meetings in Kincardine per year.
- The Employer will pay the employee who is off on union leave (except union leave that is paid by the Employer as per the Collective Agreement) and bill the Local Union for reimbursement.
- (b) For the purposes of negotiating the Collective Agreement, the Employer agrees to pay no more than two (2) members of the Union Committee a maximum of two (2) days (eight [8] hours per day) at their regular rate of pay for time spent negotiating the Agreement.

- 5.04** The Union and the Employer will consult regularly during the term of this Agreement about issues relating to the workplace, which affect the Union, its members or the Employer. In the event of either party wishing to call a meeting for the purpose of discussing employee/management/union relations or matters arising out of the administration of this Agreement, the party wishing the meeting shall notify the other in writing. The said meeting shall be held within seven (7) calendar days following delivery of the said notice in writing, except when such period of time is increased or decreased by mutual agreement between the parties. The party calling the meeting shall submit an agenda at the same time as the notice of the meeting.
- (a) The parties agree that thirty (30) minutes paid time will be given to the Chairperson to prepare for third (3rd) step meeting if the Chairperson is working when such meeting is held.
- 5.05** The Employer shall make available to the Union, upon request, and if available, information required by the Union such as job descriptions for all positions in the bargaining unit, job classifications, job assessments, information relating to benefit packages, job postings, etc.
- 5.06** The Employer agrees that all correspondence between the Employer and the Union relating to matters covered in this Collective Agreement shall be sent to the National Representative of the Union or their designate. The Employer further agrees that a copy of any correspondence between the Employer or Employer's official and employees of the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause contained in the Agreement shall be forwarded to the National Representative of the Union or their designate.
- 5.07** An employee, and/or the Union representative of the Union or their designate, with the written authority of the employee, shall be entitled to review an employee's file in the presence of the supervisor in order to facilitate the investigation of a grievance.

ARTICLE 6 - NO DISCRIMINATION

- 6.01** The parties agree that there shall be no discrimination, interference, restriction or coercion against employees with respect to terms or conditions of employment or union membership on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status or disability, all as defined in the *Human Rights Code*, nor on the basis of place of residence, political affiliation or activity, for exercising their rights under the labour laws of Ontario, nor for union membership. The parties recognize that the Ontario Human Rights Commission has acknowledged the Employer's practice of hiring only female staff; however, this practice does not preclude the Employer from hiring an individual who identifies as non-binary or transgender.

ARTICLE 7 - EMPLOYEE RIGHTS

- 7.01** The Union and the Employer agree to meet and negotiate in good faith a pay equity plan for the bargaining unit under the provisions of the *Pay Equity Act*, and any amendments thereto.
- 7.02** The Employer agrees that at no time will electronic surveillance be used as a means to evaluate the performance of employees, or to gather evidence in support of disciplinary measures. Any use of surveillance equipment in the workplace must be mutually agreed upon by the Union and the Employer.
- 7.03** The Employer agrees that polygraph tests or similar lie detector tests will not be used under any circumstances.
- 7.04** The Employer agrees that there shall be no mandatory drug testing of present or future employees.
- 7.05** The parties agree that all individuals in the workplace shall treat each other with respect, without discrimination or harassment. Any employee who feels this provision has been violated, shall have access to the grievance procedure hereinafter provided.
- 7.06** Employees shall not be required to do work of a personal nature which is not connected with the operation of the Employer. Any requirements made of an employee shall be limited to matters concerning the work of an employee and shall be stated in the job description. Such requirement shall not be contrary to the articles of this Agreement.
- 7.07** An employee who wishes to review their personnel files shall first give five (5) days' notice in writing. The Chairperson or their designate may be present provided the employee agrees. The review of the personnel file shall be done in the presence of management.
- 7.08** Records of formal disciplinary action (written warning, disciplinary suspensions) will be removed from an employee's personnel file on the request of the employee once twenty-four (24) months have elapsed since the date of the last formal disciplinary action on the file. Formal disciplinary action, in the context, is any disciplinary action which is produced in writing and given to the employee.

ARTICLE 8 - STRIKES AND LOCKOUTS

- 8.01** The Union and the Employer agree that there will be no strikes or lock-outs during the term of this Agreement.

- 8.02** The definition of the terms: “strike” and “lock-out” shall be the same as contained in the *Ontario Labour Relations Act*.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01** No employee shall be disciplined or discharged without just cause. During the probationary period, an employee shall be considered employed on a trial basis and may be discharged at the discretion of the Employer if they prove unsatisfactory.
- 9.02** An employee is entitled to be accompanied by a union representative if they so desire when interviewed in the course of a disciplinary investigation. The Employer will establish the time and place of such meeting allowing sufficient time for the employee to secure a union representative. In any event, not more than two (2) working days will be provided for such purpose. Nothing in this paragraph shall alter the right of the Employer to suspend or discharge an employee immediately where the circumstances dictate that such action is necessary.

In the event of an investigation involving any disciplinary measures, the employee and/or Union representative of the Union or their designate, with the written authority of the employee, may review the relevant employment files in the presence of a supervisor and the Employer shall, at the request of the employee, provide copies of any documentation considered relevant to the issue at hand. The Union representative may also review the relevant employment file in the presence of a supervisor and obtain copies of any documentation considered relevant provided the employee so consents. The Union representative may not view any documentation, which may reveal the names of any clients of the Employer. If the Employer intends to rely on any such documentation, it will supply copies of the documentation to the Union with any information which may disclose the identity of a client obliterated.

- 9.03** (a) Where appropriate, the Employer shall notify an employee in writing of any dissatisfaction concerning their work within five (5) of the employee’s working days of discovery of the conduct forming the basis of the complaint exclusive of holidays and weekends. The notification shall include particulars of work performed which led to such dissatisfaction.
- (b) Any disciplinary action or decision shall be based solely on records in an employee’s personnel file which is not older than twenty-four (24) months. An employee’s written reply to any notification by the Employer of dissatisfaction with their work shall also become part of their personnel file. This too shall be removed after a period of twenty-four (24) months. The exception to the above would be a serious breach of confidentiality; this discipline letter shall remain as part of the employee’s permanent record.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The Employer agrees that grievances shall be adjusted as quickly as possible. The established time limits are subject to mutual agreement. Any employee shall have the right to have the assistance of a union representative if they so desire. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement, or relating to any terms or conditions of employment, shall be dealt with in the following manner:

Step #1

An employee(s) shall, prior to initiating a formal written grievance, attempt through informal discussion with the appropriate management personnel, to resolve their complaint. A union committee member may be present at the discussion if the employee(s) desire.

Step #2

Failing settlement at Step #1, the aggrieved employee along with the Committee person shall then submit the grievance in writing to management or designate within five (5) working days following the decision at Step #1. Management or their designate shall then render a decision in writing within five (5) working days after presentation of the grievance.

Step #3

Failing settlement at Step #2, the aggrieved employee, together with a Union National Representative and the Union Chairperson or designates, shall present the written grievance at a meeting with the Executive Director or designate and management to be held within ten (10) working days of notification, or as may be agreed upon. Failing to settle the grievance at Step #3 of the grievance procedure, the Executive Director or designate shall reply to the grievance in writing within ten (10) working days of the grievance meeting having been held.

Step #4

Failing settlement at Step #3, the grievance or complaint may be referred to arbitration in accordance with Article 12.

10.02 The Employer agrees that reasonable access to its premises shall be approved to any Union representative for the purpose of investigating any complaint/grievance at a time mutually agreed upon by both parties, provided that the presence of such Union representative does not disrupt the smooth operation of the shelter/organization, interfere with any security provisions at the shelter/organization, nor breach the confidentiality of any clients of the shelter/organization.

10.03 A claim by an employee, other than a probationary employee, of discharge without just cause, shall be treated as a grievance and may be presented at Step #3 of the grievance procedure.

ARTICLE 11 - POLICY GRIEVANCE

- 11.01** Either party to this Agreement may lodge a grievance in writing with the other party with respect to any differences arising between them concerning the interpretation or violation of this Agreement which may be considered policy matters. Such grievance will be in writing and shall begin at Step #3 of the grievance procedure. Any such grievance shall be commenced within thirty (30) calendar days after the date of the occurrence. No Union grievance shall be presented under this provision which the employee could normally process as an individual employee grievance.
- 11.02** Any dispute involving discharge, suspension, or health and safety shall receive priority and shall commence at Step #3 of the grievance procedure.
- 11.03** The parties acknowledge that the Union Committee persons have regular duties to perform in connection with their employment, and that only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such person during working hours. Before leaving regular work to take up duties on behalf of the Union, the Union Committee person will obtain permission of their supervisor and will report back to their supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.
- 11.04** It is agreed that Union Committee persons shall be paid the regular rate of pay for all time spent during working hours investigating grievances or attending any meetings relating to grievances or working conditions. It is agreed, however, that only one (1) Union Committee person will be paid for each grievance or meeting.
- 11.05** If the Union files a grievance alleging that the Employer has changed a policy or procedure contrary to the provisions of this Collective Agreement, the Employer will operate under the policy or procedure in existence prior to the change until the grievance is settled or determined under the grievance/arbitration procedure.
- 11.06** In the event that any grievance is resolved or withdrawn by the Union and is subsequently appealed through the appeals procedure established by the UNIFOR constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Employer, however, will not be responsible for any monetary liability beyond any amount that would have been incurred had the grievance been processed under the normal procedure.

ARTICLE 12 - ARBITRATION

- 12.01** If either party requests that a grievance be submitted to arbitration, the request shall be in writing, addressed to the other party to the grievance and shall be

delivered no later than ten (10) days after the decision at Step #3 of the grievance procedure is made.

- 12.02** The other party to the Agreement shall within ten (10) days thereafter nominate its member to the Board of Arbitration and the two (2) so nominated shall endeavor within ten (10) days after their appointment to agree on a third (3rd) person to act as Chairperson of the Board of Arbitration. If the parties are unable to agree upon a third person within ten (10) days after their appointment, either party may request the Minister of Labour for the Province of Ontario to appoint the third person.
- 12.03** Nothing in this Agreement shall prevent the parties to this Agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration.
- 12.04** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure within the time limits and in the manner provided. However, the parties may agree in writing to waive any step or extend any time limit thereunder.
- 12.05** No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12.06** Each of the parties shall pay the expense of their own nominee and one-half (1/2) of the fees and expenses, if any, of the Chairperson.
- 12.07** An Arbitrator or Arbitration Board shall have the power to allow amendments to the grievance and to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute, and to render a decision which the Arbitrator or Arbitration Board deems just and equitable and consistent with the terms of this Agreement.
- 12.08** The decision of any Board of Arbitration shall be consistent with the provisions of this Agreement. The Arbitrator shall not alter, modify, or amend any part of this Agreement.
- 12.09** If no written request for arbitration is received within twenty (20) working days after the decision to proceed to Step #4 is received by either party, the grievance shall be deemed to have been abandoned, notwithstanding Section 48 (16) of the *Labour Relations Act*.
- 12.10** For the purposes of Articles 10 and 12 herein, any reference to the number of days within which any step must be taken shall exclude Saturdays, Sundays and paid holidays as defined in Article 20.01 herein.

ARTICLE 13 - PROBATIONARY EMPLOYEES

- 13.01** (a) Full-time or part-time employees will be considered on probation until they have completed four hundred and eighty (480) hours of work from the date of their last hire, or they have been employed for a continuous period of six (6) months from the date of their last hire, whichever occurs first. Refer to Article 9 for discharge and discipline purposes.
- (b) A relief employee will be considered on probation until they have completed three hundred and sixty (360) hours of work from the date of their last hire, or they have been employed for a continuous period of twelve (12) months, whichever occurs first.
- 13.02** The Employer agrees to inform each new employee, before they start working, of the standards they are expected to meet during the probationary period and to advise a probationary employee prior to any discharge of any defects in their performance and may, where possible, give reasonable time to remedy such deficiencies. If necessary, in order to enable the employee to have the necessary time to remedy their deficiencies, the parties may, upon mutual agreement, extend the employee's probationary period.

ARTICLE 14 - SENIORITY

- 14.01** Seniority shall be defined as the length of service from the date of permanent full-time hire, with credit applied for hours worked beforehand, and not to exceed one thousand eight hundred seventy-two (1,872) hours per year. For part-time and relief employees, seniority shall be defined based on hours worked. Seniority rights shall be established after completion of the probation period defined in Article 13.01. One thousand eight hundred seventy-two (1,872) hours paid equals one (1) year for the purpose of full-time equivalent seniority.
- 14.02** Seniority lists shall be provided to the Chairperson by the 31st day of January and by the 31st day of July in each year. The Employer agrees to mail a copy of the list to the National Representative at the same time along with the addresses and phone numbers of each employee. The list shall include seniority standing by job classification. A copy of the seniority list shall be posted by the Employer on the Union bulletin board.
- 14.03** In the case of layoff and recall, seniority - as defined in Article 14.01 herein, shall apply within each job classification as set out in Schedule "A" provided that the senior employee concerned has the ability and qualifications to perform the normal requirements of the job. Probationary employees in each job classification will be laid off first and will be the last to be recalled from layoff.

- 14.04** (a) No employee shall be transferred to a position outside the bargaining unit without their consent. Notwithstanding this, the employees who do accept appointment outside the bargaining unit shall retain their seniority standing for a period not to exceed one (1) month from the date of transfer. At any time within the said one (1) month, the employee concerned may transfer back into the bargaining unit without any loss of seniority or benefit. Upon expiry of the one (1) month period, the employee's name shall be removed from the seniority list and all seniority rights under this Agreement shall cease.
- (b) Further, the temporary transfer of an employee from the bargaining unit shall not exceed six (6) months in duration, and any person transferred to a temporary position outside the bargaining unit shall pay union dues and maintain and accumulate seniority rights. No employee shall be temporarily transferred outside the bargaining unit without their consent.

14.05 An employee will lose all seniority and their employment will be deemed terminated and there shall be no obligation to re-hire the employee if:

- (a) they voluntarily quit their employment;
- (b) they retire or are retired;
- (c) they are discharged and such discharge is not reversed through the grievance procedure or arbitration;
- (d) they are absent from work in excess of three (3) consecutive working days without reasonable cause;
- (e) they are laid off for a continuous period exceeding twenty-four (24) months;
- (f) if relief staff refuse six (6) consecutive shifts on a call-in basis, or go a six (6) month period without working a shift, without reasonable cause. If they do not return a call-in request within twelve (12) hours, this will be considered a refusal. Leave of absence shall be considered reasonable cause. The above shall not apply to short notice call-in of twelve (12) hours or less; or
- (g) they fail, upon receipt of notification of recall by registered mail to the last known address, to signify their intention to return to work within ten (10) working days after receiving notice of recall.

These clauses shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

14.06 Employees transferred from part-time employment to full-time employment shall be credited with one (1) year of full-time seniority for every one thousand eight hundred seventy-two (1,872) hours of part-time seniority. Full-time employees transferring to part-time employment shall be credited with one thousand eight hundred seventy-two (1,872) hours of part-time seniority for every full year of full-time employment. All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when they are reclassified from full-time to part-time and from part-time to full-time.

ARTICLE 15 - JOB POSTINGS

15.01 In order to ensure employees are given the opportunity of interdepartmental transfer or promotions, the Employer agrees to comply with the following procedures:

- (a) The Employer shall post any and all vacancies, or new jobs which come within the scope of this Agreement in the following manner:
 - i. The Employer shall post positions on the bulletin boards where all full-time and part-time employees may see it for a period of not less than seven (7) days; postings will be up for seven (7) days with subsequent postings up for three (3) days.
 - ii. The successful applicant of a temporary vacancy of less than three (3) months will remain in the position unless successful in a permanent job posting or a job posting of greater than three (3) months.
 - iii. The Employer further agrees that any employee who may be off on a leave of absence, vacation, or is not likely to be scheduled during the posting period as described above shall be notified.
- (b) Employees who are interested in such positions may apply for such vacancies or new jobs within the posting period. The vacancy shall be filled from the applications received from these employees based upon qualifications and ability of the applicant. In cases where qualifications and ability are equal, seniority shall prevail. Nothing in this provision shall oblige the Employer to hire an employee without the necessary qualifications and ability to perform the job.
- (c) If the Employer is unable to fill the position through the job posting procedure, the Employer may give consideration to persons not employed by the Employer.

- (d) In the event that the successful applicant was selected from the job posting procedure and proves unsatisfactory or requests a return to their former position within two hundred (200) hours of commencing work in the posted position, they shall be returned to their former position without loss of seniority.
- (e) All relief staff shall notify the Manager, in writing, of their desire to have their name stand for any and all future postings.

15.02 Copies of all job postings, together with the names of the applicants, their seniority date, current classification and the name of the successful applicant for the vacancy, shall be sent to the Union Chairperson and to the National Representative at the same time as the vacancy is filled.

15.03 Employees who hold permanent part-time postings and are granted a temporary vacancy will receive pro-rated benefits based on the hours worked in the temporary vacancy. Such employee will maintain their part-time benefits.

ARTICLE 16 - LAYOFF

16.01 Employees shall be laid off in each job classification in reverse of seniority and recalled in order of seniority.

16.02 Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs in compliance with 14.05 (e).

16.03 The Employer shall give employees who are to be laid off as much advance notice as is possible, and in no case shall notice or pay in lieu of notice be less than the amounts provided under the *Employment Standards Act*.

16.04 As a result of a layoff, no employees will have their regular work hours increased.

16.05 As a result of attrition, no employee shall have their regular work hours increased unless approved by the employee and the Union.

16.06 No new employee shall be hired until all laid off employees in that job classification have been given the opportunity to return to work in compliance with 14.05 (e).

16.07 In the event of layoff, the Employer shall lay-off employees within their classification starting with the least senior.
For the purposes of layoff, full-time and part-time seniority lists are deemed to be separate except as may be amended below.

An employee who is subject to layoff shall have the right to either:

- i. accept the layoff; or
- ii. displace an employee who has lesser seniority, and is of the same status (full-time or part-time), if the employee originally subject to the layoff is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off and may bump an employee who is of the same status (full-time or part-time), and who is a less senior employee, if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.
- iii. where a full-time employee cannot bump another full-time employee in accordance with the above, they can displace a part-time employee who is less senior, provided they are qualified for and can perform the duties without training other than orientation. Such part-time employee so displaced shall be laid off and shall be entitled to the rights as set out in ii. above. A part-time employee who cannot bump another part-time employee shall likewise have the right to displace a less senior full-time employee, provided they are qualified for and can perform the duties without training other than orientation. Such full-time employee so displaced shall be laid off and shall be entitled to the rights set out in ii. above.

The decision of the employee to choose i., ii., or iii. shall be given in writing to the Manager within seven (7) calendar days following the notification of layoff. An employee failing to do so, will be deemed to have accepted the layoff. Any other employee subsequently bumped must exercise their bumping rights within three (3) days of their being bumped.

- iv. orientation is defined as an opportunity for the Employer to advise the bumping employee of any particular requirements, procedures, or aspects of the job and for bumping employees to become familiar with the job processes and requirements. It is not a training period.

An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the qualifications and ability to perform the work without training other than orientation. The positions shall be posted first. Applicants currently working, as well as those on layoff, will be considered in accordance with the job posting procedure in Article 15. A laid off employee shall retain the rights of recall for a period of thirty (30) months from the date of layoff.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

In the event of a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.

It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within seven (7) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Employer. Employees recalled to temporary positions as a result of being the successful applicant are entitled to refuse such an offer without losing their recall rights. Employees recalled to permanent positions as a result of being the successful applicant will be advised that the recall satisfies the requirements for recall in the Collective Agreement and that they will not be entitled to further recall.

When a laid off employee bids for and is successful in obtaining a posted permanent position, they shall have no further recall rights.

Employees on layoff are responsible for maintaining the necessary qualification for performing the work from which they are laid off. If the Employer lays off employees from a particular Program, the employees will be considered qualified for the purposes of recall in that Program during their entire recall period, unless prohibited by law.

Persons on layoff shall be deemed to have applied for all such jobs while they retain recall rights.

Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature, the Employer shall provide to the affected employees, written notice of layoff, or pay in lieu thereof in accordance with the *Employment Standards Act*. A layoff of a long-term nature is defined as a layoff for a period of more than twelve (12) weeks.

ARTICLE 17 - JOB CLASSIFICATIONS/DESCRIPTIONS

17.01 Job descriptions shall be presented to the Union for all positions and classifications in the bargaining unit.

17.02 Except in cases of an emergency, any requirements made of an employee shall be limited to work as described in their job description.

17.03 When a new classification is established or an existing classification is altered, the Employer will establish a temporary classification and rate. The Employer will advise the National Representative of the Union of the temporary classification and rate. The temporary classification and rate will remain in effect until the Employer and the Union agree on a permanent classification and rate or until the issue is determined by arbitration under Article 2.05 herein.

17.04 Subject to Article 15, employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher rated classification.

It is agreed that this provision will not apply to employees whose job description includes the requirement that they relieve in a higher rated classification.

ARTICLE 18 - WAGES

18.01 (a) Attached hereto is the wage schedule marked "A" showing the classification and wage rates of the employees covered by this Collective Agreement. It is mutually agreed that Schedule "A" and the contents thereof shall constitute a part of this Agreement. All employees will be paid for the exact number of hours they work.

(b) All employees will be paid bi-weekly.

18.02 The Employer shall at the time of making payment of wages to an employee, furnish a pay statement outlining the period for which the payment is made, the rate of wages, details of any additional payment such as premiums, overtime, call in, and details of any deductions made, in a personalized sealed envelope for each employee.

18.03 Shift Premium

Shelter workers who work 8:00 p.m. - 8:00 a.m. on Saturdays and Sundays shall receive a night shift premium of one dollar (\$1.00) per hour worked effective upon ratification.

Shelter workers who work 8:00 p.m. - 12:00 a.m. Monday through Friday shall maintain a thirty-five cent (\$0.35) per hour worked afternoon shift premium. From 12:00 a.m. - 8:00 a.m. Monday through Friday they shall receive one dollar (\$1.00) per hour worked night shift premium effective upon ratification.

ARTICLE 19 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS

19.01 The hours of work will be scheduled by the Employer. The master schedule will be discussed with the Chairperson or their designate prior to implementation. The Employer shall give six (6) weeks' notice, unless reduced notice is mutually agreed upon, to the employees before changing the starting and stopping time of any shift.

Hours for full-time employees shall be thirty-six (36) hours per week, and for part-time employees shall be twenty-four (24) hours per week.

Nothing in this Agreement shall prevent the Employer from creating new positions in either new or existing classifications with hours of work which differ from the above. However, nothing in this Agreement shall be construed as a guarantee of hours per day or per week.

19.02 All employees will be allowed one (1) fifteen (15) minute rest period for every four (4) hours worked without reduction in pay and without increasing the regular working hours. It is recognized that on some occasions, employees may not be able to take their rest periods during their normal shift. In such cases, the break may, at the employee's discretion, be added to the employee's lunch break.

19.03 Employees working more than five (5) hours in any shift shall be granted a one-half (1/2) hour paid meal break. CODs and relief staff must take their meal period on the premises unless there is another Counsellor at work on the premises to relieve them, or unless they have the permission of the Management or designate to leave the premises. All employees working more than ten (10) hours will be granted two (2) one-half (1/2) hour meal breaks. All staff will receive their regular rate of pay for these breaks.

19.04 Employees do not work weekends, unless approved prior by their Manager. For CODs, the Employer agrees to give a total of four (4) weekends off in every eight (8) weeks worked to each full-time employee unless:

- (a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
- (b) such employee requested weekend work; or
- (c) such weekend is worked as a result of an exchange of shifts with another employee.

19.05 The Employer agrees that every effort will be made to effect replacement of CODs who are absent for any purpose immediately after the absence is made known to the Employer.

19.06 Except in the cases of emergency, overtime shall be offered to the Shelter staff on the basis of seniority in each classification to a maximum of forty-eight (48) hours per week total employment per employee. Shelter staff is defined as CODs and Transition staff. Outreach staff with shelter experience may be included in the call around, based upon seniority, for overtime once shelter staff classifications have been exhausted.

19.07 Time worked by a shift employee in excess of twelve (12) hours per day shall be considered overtime. Time worked by a day employee in excess of eight (8) hours per day shall be considered overtime. However, any mutually agreed flex hours shall not result in overtime over and above the twelve (12) or eight (8) hours. Except in cases of emergency, all overtime must be approved in writing in advance by the Management or their designate. In cases of emergency, the Management or their designate must be notified of the overtime worked within twenty-four (24) hours of completion of the shift on which the overtime was worked.

Overtime shall not be paid for regular hours of work done pursuant to a contract to act as a Group Counsellor.

Any schedule changes initiated at the request of employees shall not result in overtime compensation or payment.

CODs may exchange shifts provided it does not result in overtime payments by the Employer and provided they obtain the permission of their supervisor in advance of the change. Such permission shall not be reasonably withheld. Relief employees may exchange up to five (5) shifts annually as per the same criteria.

19.08 An employee shall be paid for overtime worked at one and one-half (1-1/2) times their regular straight time rate. An employee is entitled to overtime compensation for each completed fifteen (15) minutes of overtime worked. An employee may receive time off in lieu of payment of overtime if agreed upon in writing by the Employer and the affected employee. Such time off will also be calculated at the rate of time and one-half (1-1/2).

Employees may accumulate a maximum of thirty-six (36) hours of overtime and flex time to be taken at a time to be mutually agreed upon by the Employer and the employee. For CODs, requests for overtime and flex time off shall be in writing to the Management designate and approved based upon shift coverage. Overtime may be added to vacation time at the employee's discretion.

19.09 An employee who leaves their place of work and is subsequently called back to work prior to the starting time of their next scheduled shift, shall be paid a minimum of three (3) hours pay at their regular rate of pay.

19.10 The Employer agrees that the shelter schedule shall contain a period of six (6) weeks and that it shall be posted four (4) weeks in advance of the start of such

schedule. No employee shall have their scheduled time changed without their consent.

- 19.11** Employees who report for work for which they are scheduled, but for whom no work is available, shall be paid for a minimum of three (3) hours at their regular rate of pay.
- 19.12** In the event that an employee is required to take part or attend in-service meetings, seminars, or serve on committees outside their regular working hours, the employee shall receive their pay at their regular rate of pay or time off at a time to be agreed upon between the employee and the Employer to compensate them for their attendance.
- 19.13** The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of the hours occurred.
- 19.14** For those employees working a shift during which a change from daylight saving hours to standard time occurs or vice versa, such employees shall be paid for the hours actually worked, whether seven (7), nine (9), eleven (11), or thirteen (13) at straight time rates.
- 19.15** Additional COD hours becoming available after the schedule is posted will be offered to part-time staff on the basis of seniority, up to thirty-six (36) hours per week, and then should be offered to relief staff on a rotational basis. This will not result in any PT position becoming FT status.

19.16 Call In Procedure

1. Part-time staff will be called in by seniority utilizing the shift change request form up to a maximum of thirty-six (36) hours weekly. It is the responsibility of the part-time staff to monitor their hours of work in order to prevent overtime.
2. Relief staff will be called in on a rotational basis as per the relief call in log. Relief staff will only be called after the part-time staff are offered all available hours.

Ensure you are keeping track of the call outs for both part-time and relief staff. Record the result of the call out in the results box on the requested form. Ensure you fill out the relief call log.

The result legend is as follows:

N= No Answer
LM= Left Message
A= Accepted

R= Refused

CWAS= Conflict with Another Shift

There are two types of shifts:

1. Emergency shifts needed within the next twenty-four (24) hours.
2. Non-emergency shifts that are greater than twenty-four (24) hours in advance.

If the shift is a non-emergency, you must allow six (6) hours between calls for the staff to respond.

After six (6) hours without a response you call the next name on the list and continue with this process until the vacancy is filled. If you have been unable to fill the vacancy within twenty-four (24) hours of the commencement of the vacant shift you would call out utilizing the Emergency Call Out Procedure.

If the vacancy is not filled using straight time or the Emergency Call Out Procedure, contact the On Call Manager for overtime approval.

Emergency Call In Procedure

1. Part-time staff will be called in by seniority utilizing the shift change request form up to a maximum of thirty-six (36) hours weekly. It is the responsibility of the part-time staff to monitor their hours of work in order to prevent overtime.
2. Relief staff will be called in on a rotational basis as per the relief call in log. Relief staff will only be called after the part-time staff are offered all available hours.

When a shift is within twenty (24) hours, no wait time is required between calls.

If the vacancy is not filled using straight time or the Emergency Call Out Procedure, contact the On Call Manager for overtime approval.

Overtime

Shelter team and Outreach are listed on the request forms; these lists are based on seniority.

Full-time Shelter team staff are called first by seniority for any available overtime.

Full-time Outreach staff are called second by seniority for any available overtime.

If the vacancy still exists, notify the On Call Manager who will provide further direction.

19.17 Job Sharing

Definition: Job sharing is defined as an arrangement whereby two (2) employees share the hours of work and associated benefits of one (1) full-time position. It is understood that full-time CODs are not eligible for job sharing.

1. If a full-time employee wishes to share their position and the Employer agrees, the full-time incumbent will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with the job posting procedure. A minimum of one (1) months' notice is required if an employee wishes to request a job share except in emergencies and with management approval.
2. A job share may be granted for a minimum of six (6) months and will be reviewed at that time for continuation. Notwithstanding 3. below, both parties must agree and be obligated for at least that six (6) month period. The job share will then continue until either management or either of the job share parties give at least two (2) months written notice to end the arrangement.
3. The six (6) month commitment shall be waived, or the two (2) month notice shall be reduced to a minimum of two (2) weeks, if the job share partner applies and is successful in obtaining:
 - (a) a permanent full-time or part-time posting; or
 - (b) a temporary full-time posting of more than six (6) months in duration.
4. Should the incumbent job share partner leave the arrangement, the shared position shall revert to a full-time position and be posted in accordance with the job posting procedure. Should the other job share partner leave the arrangement, the position shall either revert to the incumbent's original full-time position or, on agreement of all parties, resume as a job share as outlined in 1. above.
5. Should the Employer wish to terminate the job share arrangement, the position shall revert to the full-time position held by the original incumbent if applicable, or be posted as per the Collective Agreement. Any discontinuation of a job-sharing arrangement will not be done in an unreasonable or arbitrary manner.
6. Where two (2) full-time employees wish to share a full-time position, they will choose which of the two (2) positions is to be shared and the remaining position shall be filled on a temporary basis for the six (6) month trial period.

7. A job can be shared for one-third (1/3) or one-half (1/2) of a position over a six (6) week period in complete shifts only.
8. Extended health benefits are awarded to the job sharer working twenty-four (24) hours per week. Management is only responsible for one (1) full-time benefit package. Professional development dollars, statutory holidays, vacation time and sick time will be prorated to the job shares based upon hours worked and seniority.
9. A job sharer's vacant hours of work resulting from vacation, leaves of absence or sick leave will be offered first to the remaining partner, if being replaced. If the partner is unavailable, the Employer will schedule or call in such hours in accordance with the Collective Agreement.
10. Relief staff may accept more than one (1) job share to a maximum of twenty-four (24) hours per week.
11. Relief staff filling a job share may continue to accept relief shifts up to a maximum of ten (10) shifts in total (including job share shifts) in a four (4) week period, except in emergencies and with management approval.
12. Under no circumstances shall a full-time position become a part time through the job sharing process.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following holidays shall be observed:

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

- 20.02** An employee may, for reasons of ethnic, religious or spiritual affiliation, make a written request at the time of hire or at the beginning of each calendar year, for substitute holidays.
- 20.03** When a holiday occurs during an employee's vacation, the employee shall be entitled to one (1) extra day as vacation with pay.
- 20.04** If a full-time or part-time employee is scheduled to work on any paid holiday, they may elect either:
- (a) Pay at one and one-half (1-1/2) times the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or
 - (b) Pay at one and one-half (1-1/2) times the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay on a day to be mutually agreed upon by the Employer and the employee. The employee may also request that the holiday pay be banked to flex time.
 - (c) Relief employees working a paid holiday shall receive pay at the rate of one and one-half (1-1/2) times their regular rate of pay for work performed on such holiday.
- 20.05** CODs shall be scheduled on an alternating basis to have either Christmas/Boxing Day or New Year's Day off.
- 20.06** Holiday pay for employees will be computed on the basis of the number of hours the employee would have otherwise worked had there been no holiday, and will be paid at a regular rate of pay.
- 20.07** For employees who do not work the paid holiday, the applicable provisions of the *Employment Standards Act* shall apply, as amended from time to time.
- 20.08** No employee who is off work due to accident or illness or an unpaid leave of absence, Workplace Safety Insurance or layoff shall be entitled to pay for any paid holiday occurring within the period of such accident or illness, leave of absence, Workplace Safety Insurance or layoff.
- 20.09** The Employer agrees to recognize September 30 (Day for Truth and Reconciliation) to reaffirm joint commitment to working towards Truth and Reconciliation.

Persons who are or who identify as Indigenous may utilize one (1) of their existing Paid Holidays or float days to observe the National Day for Truth and Reconciliation (September 30).

ARTICLE 21 - VACATIONS

21.01 For the purpose of calculating vacation entitlement, the vacation year shall be deemed to commence April 1st of each year and to end March 31st of the following year. The following vacation schedule shall apply to all full-time and part-time employees.

A vacation week is determined as the average number of hours worked per week. For the purpose of determining vacation weeks, any reference to seniority shall be as of March 31st.

Less than 1 year seniority	1 day per month to maximum of 10 days
1 year to less than 4 years seniority	3 weeks
4 years to less than 10 years seniority	4 weeks
10 years to less than 15 years seniority	5 weeks
15 years to less than 25 years seniority	6 weeks
25 years and over	7 weeks
30 years and over	8 weeks

In addition, full-time and part-time employees will be granted four (4) floating holidays to be taken at a mutually agreeable time within each fiscal year. An employee must complete their probationary period to be entitled to the floating holidays. Part-time employees will be eligible for paid holidays on a prorated basis or according to the *Employment Standards Act*, whichever is greater.

(a) An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including WSIB), unpaid leaves of absence or other unpaid periods (except union business) which absence exceeds thirty (30) calendar days.

21.02 For the purpose of calculating the vacation entitlement of a part-time employee, one thousand eight hundred seventy-two (1,872) hours worked shall equal one (1) year of seniority. However, in no event shall a part-time employee who has been in the employment of the Employer for at least one (1) calendar year receive less than two (2) weeks' vacation or four percent (4%) of gross earnings as vacation pay.

21.03 (a) Relief staff will receive two (2) weeks' unpaid vacation if requested. Such other vacation requests will not be unreasonably denied to relief staff.

(b) Vacation pay will be paid bi-weekly to part-time and relief staff as per the *Employment Standards Act*, or vacation pay will be paid once yearly at the employee's choice. Employees must choose yearly how they will receive

vacation pay and notify the Employer at least two (2) weeks prior to March 31st.

- 21.04** Two (2) weeks or seventy-two (72) hours of vacation time may be carried forward to be used in the next fiscal year. Carried over vacation requests must be completed and provided to Management by January 31 for approval. All carried over vacation must be used before June 30. Otherwise, vacation must be taken by March 31.
- 21.05** Choice of vacation periods shall be granted to employees on the basis of seniority except where the period requested would be detrimental to the operation of the agency.
- 21.06** All normal deductions made from the full-time employee's pay will be made from the vacation pay and the vacation pay cheque will be given along with the employee's last regular cheque prior to vacation if the employee so requests with two (2) weeks' written notice.
- 21.07** Employees shall request in writing their choice of vacation periods no later than April 1st. By May 1st, approved vacation schedules will be posted.
- 21.08** If an employee's vacation is interrupted by reason of a proven illness or injury, or is on vacation when a bereavement leave entitlement occurs as provided for under Article 25.03, they may take their vacation at a later date by mutual arrangement with the Employer.
- 21.09** Employees will be permitted to take their vacation entitlement in blocks of one (1) day or more.
- 21.10** The employee shall give at least two (2) weeks' notice in writing of any vacation request of more than one (1) day. The Employer agrees to notify employees within five (5) days verifying or denying such vacation requests (other than on the regular vacation list). Any such request shall not be unreasonably denied. Employees may take a vacation entitlement of one (1) day at any time mutually agreed upon by the Employer and the employee provided coverage can be provided for the employee taking the vacation.
- 21.11** An employee who terminates for any reason shall receive any outstanding vacation pay due to them as per Article 21 hereof on their last pay owing from the Employer.

ARTICLE 22 - SICK LEAVE

- 22.01** Sick leave will be granted to employees to a limit of eleven (11) hours per month. Part-time employees will earn sick leave on a pro-rated basis. No sick leave entitlement will be allowed during an employee's probationary period; however, at

the end of such period, the employee's sick leave entitlement will date back to the date of hiring. Any newly hired employee effective February 18, 2026, may accumulate up to three hundred (300) hours of sick leave.

Employees may accumulate up to four hundred (400) hours of sick leave. There will be no payout for unused sick leave if an employee leaves the employ of the Employer.

22.02 Where an employee returns to work following absence due to illness and/or injury, such employees shall be, wherever possible, returned to the same position they held prior to the illness or injury.

(a) Employees are required to notify the front-line staff and their supervisor directly, or a message left in their absence, that they will be off sick prior to the start of their shift and with as much notice as possible.

22.03 The Employer reserves the right to request a medical certificate for any absence in excess of three (3) days. The medical certificate must be produced by the employee if requested by the Employer, upon their return to work.

22.04 An employee's sick leave bank may be used also for stress days, their children's illnesses, medical/dental appointments, or days absent due to inclement weather at a minimum of three (3) hour increments.

22.05 The Employer will pay up to a maximum of two hundred dollars (\$200.00) for a Doctor's note or report which is requested by the Employer, which are required either by law or contract. This Article shall not apply to any government paid medical services, nor to any request for medical information by the Employer's insurers under the terms of its benefit plans nor to any pre-employment medical examinations. The employee must present the Employer with either a receipt or an invoice for same.

22.06 It is understood that during an unpaid sick leave exceeding thirty (30) continuous calendar days, credit for sick leave days shall be suspended until such employee returns to work.

22.07 During an employee's unpaid sick leave, the employee must provide their portion of the premium for benefits to the Employer on a monthly basis. It is understood that failure to do so will result in the employee's benefits being discontinued. Prior to ceasing the benefit, the Employer will send notice to the employee of the amount of premiums and that it needs to be paid.

ARTICLE 23 - MILEAGE

23.01 (a) When an employee is authorized to use their vehicle for travel on the Employer's business, the employee shall be paid a kilometre allowance. Mileage is paid only for kilometres driven over and above the distance from the employee's home to their work base and return home.

Note: Effective April 1, 2026, when an employee is required to travel to a work location other than their designated work base, the non-reimbursement portion of travel shall be capped at a maximum of fifty (50) kilometres round trip.

(b) The kilometre rate shall be fifty cents (\$0.50) per kilometre.

ARTICLE 24 - HEALTH AND WELFARE

24.01 The Employer agrees to make available the following benefits to its full-time employees, who are eligible, through the Chamber of Commerce Insurance Plan: 04842

Life Insurance: - One (1) times salary.

Dependant Life Insurance: - Spouse - five thousand dollars (\$5,000.00); Child - two thousand dollars (\$2,000.00).

Long-Term Disability: - Sixty-six and two-thirds percent (66-2/3%) of monthly income paid from one hundred and twenty-first (121st) day of accident or illness to age 65.

Extended Health Care: - Deductible - twenty-five dollars (\$25.00) single per year; fifty dollars (\$50.00) family per year.

Dental: - No deductible. Eligibility and particulars of coverage are set out in the master policy with the Employer. The Employer agrees to pay seventy-five percent (75%) of the cost of all coverage except long-term disability and the employee shall pay the balance of the cost of the coverage. Any difference arising with respect to this coverage will be taken up directly with the carrier.

Employee Assistance Program (EAP) - Premiums for coverage will be one hundred percent (100%) covered by the Employer, for those who qualify for this benefit.

Vision - Increase vision coverage by twenty-five dollars (\$25.00) in Year Two (total of \$225.00).

Increase vision coverage by twenty-five dollars (\$25.00) in Year Three (total of \$250.00).

24.02 The Employer is responsible for the administration of the benefit plans as directed by the insurance companies involved.

24.03 The Employer will provide all new employees with summary plan descriptions of the various employee benefit plans referred to in this Article.

24.04 Nothing in this provision will prevent the Employer from changing the carrier of the insurance and welfare benefits, provided that there is no decrease in the coverage provided to the employees, nor increase in costs to the employees. The Employer agrees to consult with the Union prior to changing the carrier of any insurance and welfare benefits.

24.05 Leisure Spending Account

Purpose

The Lifestyle Spending Account (LSA) is an Employer-funded benefit designed to support employee well-being, work-life balance, and personal development. The LSA provides reimbursement for approved lifestyle-related expenses, subject to the rules outlined below.

Eligibility

The LSA is eligible for all post probationary permanent staff. Employees who begin employment mid-year will receive a pro-rated annual LSA amount. Participation ends upon termination of employment.

Annual Allowance

Eligible employees receive up to determined amount below per calendar year, April 1st of each fiscal year.

Start - 5 years of service	\$500.00 per year pro-rated monthly for new hires at \$41.67
5+ years of service	\$750.00 per year
10+ years of service	\$1,000.00 per year

LSA unused funds are eligible to be carried forward, provided that the total amount carried over does not exceed \$1,500.00.

Tax Treatment

LSA reimbursements are considered taxable income under applicable tax laws.

Reimbursements may be subject to income and payroll taxes and will be reported through payroll.

Employees are responsible for any personal tax implications.

Approval Process

Before incurring any Lifestyle Spending Account (LSA) expense, employees must complete and submit an LSA approval form to the Finance Administrator.

The Finance Administrator will return the reviewed form to the employee within seventy-two (72) business hours of receipt. Expenses should only be incurred after pre-approval has been granted; unapproved expenses may not be eligible for reimbursement.

Eligible Expenses

Expenses must be primarily personal, lifestyle-related, and align with the purpose of the LSA.

Examples of eligible expenses may include, but are not limited to:

- Fitness and wellness (e.g., gym memberships, fitness classes, meditation apps)
- Mental well-being (e.g., therapy, coaching, mindfulness programs)
- Learning and personal development (e.g., non-job-specific courses, language classes)
- Family and lifestyle support (e.g., caregiving services, childcare enrichment activities)
- Hobbies and recreation (e.g., art classes, music lessons)
- Financial wellness tools (e.g., financial planning or budgeting services)
- All expenses must be incurred during the active plan year.

Ineligible Expenses (Restrictions)

The following expenses are not eligible for LSA reimbursement:

- Alcohol, tobacco, cannabis, or controlled substances
- Gambling, lottery tickets, or betting activities
- Weapons, firearms, ammunition, or related accessories
- Illegal goods or services
- Luxury or extravagant purchases that are not consistent with the intent of the program
- Cash withdrawals

The organization retains final discretion to determine whether an expense is eligible.

Spending Limits

Whenever possible, the Women's House will arrange direct payment to the vendor so that staff do not need to pay out of pocket. Alternatively, employees may cover expenses themselves and submit reimbursement requests through the Women's House Finance Administrator. Individual expenses exceeding available amount will require staff members to offset the cost or make additional plans for payment.

Women's House may impose limits on the number or frequency of reimbursements.

Reimbursement Process

Requests must include itemized receipts and a brief description of the expense.

Reimbursement receipts must be submitted within five (5) days of the expense.

Incomplete or unclear submissions may change reimbursement time; ultimately reimbursement will be within seven (7) days of the expense submission.

Employment Separation

- LSA eligibility ends on the employee's last day of employment.
- Expenses incurred after termination are not eligible.
- Employees will not receive any funds in LSA account upon termination of employment; these funds are to be used in duration of employment.
- All approved requests prior to last day of employment will be reimbursed within seven (7) days of the expense submission.

ARTICLE 25 - LEAVES OF ABSENCE

25.01 Pregnancy/Parental Leave

The Employer shall grant pregnancy leave and parental leave to employees in accordance with the provisions of the *Employment Standards Act* as of March 31st, 2000. Should the *Employment Standards Act* be amended so as to provide benefits superior to those benefits contained in the act as of March 31st, 2000, the superior benefits shall apply. The employee shall give at least two (2) weeks' notice of their intention to return to work.

25.02 Adoption Leave

Where an employee with at least thirteen (13) months of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to eighteen (18) weeks duration. Such employee shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. If the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.

- i. It is understood that during an adoption leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's

anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence.

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during such leave.

- ii. This employee shall be reinstated to their former position if available, or given a comparable position at not less than their wages when they began their leave of absence.

25.03 Bereavement Leave

For the purpose of this clause, immediate family is defined as: parent, brother, sister, spouse, common-law spouse, partner, child, father-in-law, and mother-in-law, and persons or relatives permanently residing in the employee's household of with whom the employee resides.

- (a) Where a member of an employee's immediate family dies, an employee shall be entitled to a maximum of thirty-six (36) hours off with pay within an eight (8) day period as bereavement. Additional leave without pay may be granted at the sole discretion of the Management.
- (b) Where an employee's grandparents, grandchildren, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or the grandparents of the spouse dies, an employee shall be entitled to a maximum of twenty-eight (28) hours off with pay within an eight (8) day period as bereavement. Additional leave without pay may be granted at the sole discretion of management.
- (c) Where an employee's aunt or uncle, niece or nephew, great-grandparent dies, an employee, if scheduled to work, will be entitled to one (1) day bereavement leave with pay to attend the funeral.
- (d) Bereavement leave during an employee's scheduled vacation will extend the vacation with pay by the number of qualified days. Extended vacation days will be taken at a time mutually agreed upon by the Employer and the employee.

25.04 Court Leave

Employees shall suffer no loss of pay while serving as a witness or for jury duty during regular working hours. Any form of reimbursement received while serving as a witness for jury duty during regular working hours, shall be turned over to the Employer along with records of payment verifying same.

25.05 Personal Leave

- (a) The Employer may authorize an unpaid leave of absence for legitimate personal reasons. Every application for such leave of absence must be submitted in writing and must be approved in writing by the Employer. All such requests for leaves of absence shall be approved or denied by the Employer within seven (7) days of notification by the employee. Approval for such requests shall not be unreasonably withheld.

Relief staff may be granted personal leave where they are not available for call-in. All such requests shall be approved or denied by the Employer within seven (7) working days of a written request being submitted.

It is understood that during a personal leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of absence.

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced. However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (b) The Employer may, at its sole discretion, grant a leave of absence without pay to an employee for educational purposes for a period of up to nine (9) months on at least thirty (30) days' notice to the Employer.

25.06 Court Leave

When an employee is to appear either as a plaintiff or defendant in Court, they shall be allowed personal leave without pay for such purpose. The Employer will be informed as far in advance as is possible.

25.07 Conference, Convention, Professional Development Leave

In order that each employee shall have the opportunity for an exchange of knowledge and experience with professional colleagues, employees may apply to attend a reasonable number of conferences or conventions related to their field of specialization within the organization.

The Employer may, at its discretion, grant leave and grant leave with pay and reasonable expenses including registration fees, transportation costs, accommodation and meals. The employee will only be paid for the time spent in the scheduled portions of the course or conference related to professional development, and travelling time to and from the conference or convention.

Employees shall be entitled to access professional development allowances to cover costs of courses or materials to upgrade or acquire employment related qualifications. In the event that costs are related to required texts, the Employer may require that such texts become part of a resource library at the agency.

25.08 Education Leave

- (a) The Employer agrees to pay one hundred percent (100%) of the tuition fees and reasonable expenses on successful completion of any training course or education course if the employee is required by the Employer to take such course. Where it is necessary for the employee to be absent from their duty as a result of taking the approved course, there will be no loss of seniority, pay or benefits. Leave of absence with pay shall be granted to allow employees time to write examinations for required educational courses. Employees shall advise the Employer of the time and place of the examinations when they are made aware of the time and place.
- (b) The Employer may, at its sole discretion, grant a leave of absence without pay to an employee for educational purposes for a period of up to nine (9) months on at least thirty (30) days' notice to the Employer.

25.09 Public Office Leave

The Employer shall comply with the applicable legislation permitting employees time off to vote in a federal, provincial or municipal election.

25.10 Union Leave

- 1. The Employer will grant a leave of absence without pay to any employee participating as a party or witness with respect to:
 - (a) any proceeding before the Ontario Labour Relations Board;
 - (b) any proceeding under the grievance procedure.
- 2. The Employer will grant a leave of absence without pay to any employee participating as a representative of the Union with respect to:
 - (a) meetings with the Employer on behalf of the Union not covered by this Agreement;
 - (b) Conventions of the Union, O.F.L., and C.L.C.;
 - (c) education relating to the duties of the Union Committee person;
 - (d) any duties related to the Executive Board of the Local Union.

It is agreed that only one (1) employee at a time shall be entitled to Union leave and that such leave shall only be granted provided that the Employer is able, when necessary, to obtain a relief employee to offset the regular employee's absence.

25.11 Union Office Leave

An employee who has been elected, appointed, or otherwise selected to a full-time position with the Union shall be entitled to a leave of absence without pay for the period during which they are elected, appointed or otherwise selected to hold the position. Such leave of absence not to exceed one (1) year. Where an employee ceases to hold such office, they shall be entitled to return to their former position. Such employee must give the Employer at least one (1) month's written notice of their intention to take a union office leave. No more than one (1) employee of the Employer may take the Union office leave at the same time. Such employee shall not be subject to any disciplinary action on the part of the Employer for activities related to their duties on behalf of the Union during their period of absence.

25.12 Union Convention Leave

Time off without pay shall be granted to an elected or appointed representative of the Union to attend conventions or bodies to which the Union is affiliated, and for such other purposes as may be mutually agreed provided that no more than one (1) employee at a time exercises such leave and provided that the Employer is able, when necessary, to obtain a relief employee to offset the regular employee's absence.

25.13 Pre-Paid Leave Plan

Funded solely by the employee, the prepaid leave plan is subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Executive Director at least six (6) months prior to the intended commencement date of the program, i.e. (the salary deferral portion) stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one (1) time shall be two (2) from the bargaining units. The year for purposes of the program shall be April 1 of one year to March 31 the following year, or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Employer.
- (d) Written applications will be reviewed by the Executive Director or designate. Leaves requested for the purpose of pursuing further formal education will

be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the Executive Director. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.

- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case they shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement shall include:
 - i. a statement that the employee is entering the pre-paid leave program in accordance with Article 25.13 of the Collective Agreement;
 - ii. the period of salary deferral and the period for which the leave is requested; and
 - iii. the manner in which the deferred salary is to be held. The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

25.14 Paid Education Leave Fund

The Employer agrees to pay into a special fund, three cents (\$0.03) per hour per employee for all compensated hours for the purpose of providing skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, UNIFOR, effective from date of ratification, and sent by the Employer to the following address: 115 Gordon Baker Road, Toronto, Ontario, M2H 0A8, Attention: PEL cheques payable to UNIFOR Leadership Training Fund.

ARTICLE 26 - HEALTH AND SAFETY

26.01 The Employer, the Union and the employees all recognize their responsibilities for ensuring that safe working conditions prevail within the workplace as set out in the *Occupational Health and Safety Act*.

The employees shall annually select a health and safety representative who shall have all the duties, responsibilities and privileges as set out in the *Occupational Health and Safety Act*.

26.02 An employee has the right to refuse to do particular work if they have reasonable grounds to believe that the performance of this work could endanger their safety, or physical well-being, or may similarly endanger another employee. The employee may not however exercise the right granted them above if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger. When an employee refuses to do particular work in accordance with the above:

- (a) they shall inform their supervisor and Union representative without delay;
- (b) they shall suffer no loss of wages during the period for which they withdraw their services; and
- (c) they are entitled to be present while the investigation hereinafter provided is carried out.

26.03 As soon as the Employer is informed by the employee of a work refusal, the Employer shall ensure that the necessary investigations, inspections and analysis of the situation giving rise to the refusal to work are conducted. They shall be conducted in the presence of a union representative and the employee concerned. Should the employee concerned or the Union representative choose not to be present, the investigation may nevertheless proceed.

26.04 The employee shall not be discharged, disciplined or penalized in any way for acting in compliance with the *Occupational Health and Safety Act* or Regulations or an Order made thereunder or for seeking to enforce the said Act or Regulations.

26.05 The Employer agrees to work with the employees under the Workplace Hazardous Materials Information System (WHMIS), Bill 79, of the Province of Ontario and the *Occupational Health and Safety Act* requirements.

26.06 Employment of Disabled Workers

The Union acknowledges the duty of the Employer to accommodate certain individuals under the *Human Rights Code* of Ontario and agrees that the Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

26.07 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at their regular rate of pay. Such employee shall be provided with transportation to their doctor's office or the hospital and to their home as necessary.

ARTICLE 27 - MEDICAL CERTIFICATES/EXAMINATIONS

27.01 Any medical certificate requested by the Employer shall only be required to state that the employee was unable to carry out their duties.

27.02 Should the Employer require an employee to submit to a medical examination as a condition of employment, the employee may have the examination performed by their own doctor.

27.03 The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Therefore, Employer and Union representatives who have access to this information will ensure its confidentiality. The Employer also agrees that medical information of an employee will not be divulged to a third party without their consent or as authorized or required by law.

ARTICLE 28 - GENERAL

28.01 It is agreed that there shall be at least one (1) bulletin board readily available in the shelter/organization which will be available to the Union for the posting of notices and/or items of interest to members of the Union.

28.02 Wherever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, masculine or feminine has been used where the context of the parties or parties hereto so require.

ARTICLE 29 - RETROACTIVITY

- 29.01**
- (a) The increase to the wage rates shall be effective to the first day following expiry of the previous Collective Agreement on a retroactive basis to all employees in the existing bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from the start date of their employment.
 - (b) The Employer shall be responsible for contacting employees who have left the employ of the agency in writing at their last known address to advise them of their entitlement to any retroactive wage adjustment.
 - (c) All retroactive payments shall be made within sixty (60) days from date of ratification.

ARTICLE 30 - GOOD FAITH

30.01 The Union and the Employer desire every employee be familiar with the provisions of the Collective Agreement and their rights and obligations under it. Also, the Employer and the Union shall act in a fair and reasonable manner in good faith and consistent with the Collective Agreement when carrying out the provisions of this Agreement.

ARTICLE 31 - GROUP RSP PLAN

- 31.01** The Employer will contribute an amount equal to one thousand seventy-five dollars (\$1,075.00) for full-time and five hundred thirty-seven dollars and fifty cents (\$537.50) for part-time. Upon ratification, these amounts will increase by twenty-five dollars (\$25.00) in each year of the Collective Agreement for all employees. The amount is to be matched by the employee. The RSP purchased shall be as directed by the employee and shall become the property of the employee. It is understood that the current language speaks only to monthly contributions and does not allow lump sum payments. Employees on a leave of absence can continue to contribute to the Plan by paying their normal contribution; the Employer does not contribute except when the employee is on maternity leave.
- 31.02** Only permanent full-time and permanent part-time employees will receive RSP benefits. Temporary positions are not eligible for the RSP benefit.

ARTICLE 32 - WORKPLACE HARASSMENT

Joint Commitment in Respect of Harassment

The Employer and the UNIFOR are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with the values of the Employer and the Union. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

Harassment Policy in Respect of Unifor Members

1. Policy

Harassment is a form of discrimination that is prohibited by the *Ontario Human Rights Code* and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and the UNIFOR do not tolerate any form of harassment. This Article applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

For the purpose of the joint policy, harassment is restricted to any grounds prohibited by the *Ontario Human Rights Code*.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour,

ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, disability or sexual orientation.

3. Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the UNIFOR will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and the UNIFOR will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the UNIFOR.
- All staff members have the right to proceed under the policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling
- racial slurs or jokes
- mimicking a person's accent or mannerisms
- offensive posters or pictures on paper
- repeated sexual remarks
- physical contact that could be perceived as degrading
- sexual flirtation, advances, propositions
- leering
- comments about a person's sex life
- innuendo, gestures or taunting about a person's body, disability, attire or gender

The Employer and the UNIFOR are responsible for:

- advising a complainant when the policy applies
- providing education regarding harassment
- clarifying options available
- identifying and assisting complainants in obtaining counselling
- facilitating in the resolution process and

- informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the *Criminal Code*.

In addition, the Employer and the UNIFOR will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

4. **Procedures**

Harassment by a Non-Bargaining Unit Employee Procedure

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, they shall bring such complaint to the attention of the Employer and of the UNIFOR. The Employer will then initiate and complete an investigation of the complaint and render the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response, they are entitled to file a grievance under the terms of the Collective Agreement.

Harassment by a Bargaining Unit Employee Procedure

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and the UNIFOR. They may be either verbal or in written form.
2. The Employer and the UNIFOR will document the complaint and the individual will be informed of their rights.
3. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and respondent by the Employer and the UNIFOR.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the UNIFOR.

9. At the conclusion of step 1, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that the procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. The statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

Client Harassment

The parties agree that abuse and/or threatening behaviour by clients is not tolerated. Staff are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour by a client shall include physical abuse and sexual abuse.

It is agreed that when the employee is faced with the above-mentioned abuse it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the client one-on-one until a satisfactory resolution between the parties has been reached.

The multi-disciplinary team, which may include the employee that was involved in the incident, will do a full assessment of the situation. In the event that the client knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the client be referred to an appropriate facility.

It is further understood and agreed that no complaint filed by an employee shall be placed in their file for the purposes of discipline or evaluation.

ARTICLE 33 - DURATION

33.01 This Agreement shall be binding and remain in effect from April 1, 2026 to March 31, 2029 and shall continue from year to year thereafter. Nothing in this Collective Agreement prevents revision by mutual consent of the parties at any time of any


provision in this Collective Agreement other than the provision relating to its term or operation until such time as a new collective agreement is ratified. This Collective Agreement shall not be terminated by the parties before it ceases to operate without the consent of the Ontario Labour Relations Board on the joint application of the parties.

ARTICLE 34 - PRINTING OF AGREEMENT

34.01 Copies of the Collective Agreement will be provided by the Union. The Employer will proof the Collective Agreement and return it to the Union within sixty (60) days of ratification.

Dated this 1 day of May, 2026.

FOR THE EMPLOYER



Alana Eadie

Dawn Archibald

FOR THE UNION

Kerri Wolfe

Meagan Labbate MacDonald

Jennifer Kennedy

Lisa Tucker

SCHEDULE "A"

Position	Date	Increase	Start	Step 1 1723	Step 2 3447	Step 3 5171	Step 4 6895 +
FT/PT Relief Staff		<i>Expired</i>	\$26.12	\$27.65	\$29.29	\$29.90	\$31.23
	Apr. 1 2026	1.75%	\$26.58	\$28.13	\$29.80	\$30.42	\$31.78
	Apr. 1 2027	1.75%	\$27.04	\$28.63	\$30.32	\$30.96	\$32.33
	Apr. 1 2028	1.00%	\$27.31	\$28.91	\$30.63	\$31.27	\$32.66

Position	Date	Increase	Start	Step 1 1723	Step 2 3447	Step 3 5171	Step 4 6895 +
Community Coordinator/ Fund Developer		<i>Expired</i>	\$32.19	\$32.53	\$32.87	\$33.21	\$33.56
	Apr. 1 2026	1.75%	\$32.75	\$33.10	\$33.44	\$33.79	\$34.15
	Apr. 1 2027	1.75%	\$33.33	\$33.68	\$34.03	\$34.38	\$34.74
	Apr. 1 2028	1.00%	\$33.66	\$34.01	\$34.37	\$34.73	\$35.09

LETTERS OF UNDERSTANDING

Volunteers:

The parties agree that trained volunteers are involved in the work of Women's House, specifically:

Task	Explanation
Transportation	Volunteer drivers provide emergency transportation for women and children who are clients of WH.
Reception Duties	Volunteers provide reception duties, receive telephone calls and refer crisis and support referral calls onto the counsellor(s) and operate the security door as required. Shelter volunteers will not answer the crisis lines in the shelter.
Parent Relief	Volunteers supervise and interact with the children of WH clients at times when their mothers are in counselling or need parent relief.
Administrative Support	Volunteers assist the office staff with computer work, clerical work, statistic collection, accounting and planning activities, etc. Volunteers also assist with the writing of thank you notes for donations received.
Lifeskills Support	Volunteers assist the counsellors in the shelter program with sorting and storing donations, assisting with shopping, organizing supplies and household chores, baking, canning and freezing bulk donations.
Volunteer Training	Volunteers assist with the training and recruiting of volunteers, training session preparation and resource material preparation.
Board Related Work	Volunteers are involved as board members and committee members (e.g., fundraising, newsletter) and are involved in lobby and social action activities, program development, and as outlined in the corporation by-laws.
Library & Resource Material Assistant	Volunteers assist with organizing and maintaining the WH library and resource material.
Peer Support Program	Volunteers may accompany clients to appointments such as court, legal aid, police and hospital/medical appointments.

New roles will be discussed and agreed upon by both the Union and the Employer for inclusion in this Letter of Understanding.

Women's Advocate:

The Employer recognizes that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community with these and other issues.

For this reason, the Employer agrees to recognize the role of the Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the bargaining unit members. The Advocate will make themselves available to employees as needed to discuss problems with them and access local services and support as required.

The name of the Advocate will be posted on the Union bulletin board. The Employer agrees to provide access to a private office so that confidentiality can be maintained when an employee is meeting with the Women's Advocate.

The Women's Advocate will participate in an initial forty (40) hour training program organized by Unifor.

Racial Justice Advocate:

The parties are committed to promoting workplace diversity and inclusion. The parties are committed to a workplace that is inclusive of diverse communities, including but not limited to Black, Indigenous and workers of colour (BIWOC).

The Employer will recognize an employee who is elected by the Union to specifically deal with issues of workplace diversity and inclusion. Should this elected employee require unpaid time off, such requests for time off shall not be unreasonably denied.

Provision of CAA Plus Membership:

1. The Employer agrees to provide a Canadian Automobile Association (CAA) Plus membership to all employees within the bargaining unit who have successfully completed their probationary period and have attained permanent status (full-time or part-time).
2. Eligibility for the CAA Plus membership shall commence upon confirmation of post-probationary permanent employment status.
3. The Employer will cover the full cost of the annual CAA Plus membership for eligible employees for the duration of this Letter of Understanding.
4. It is understood that this benefit is non-cashable and is not considered part of an employee's wages.
5. This Letter of Understanding is effective as of April 1, 2026, and shall remain in effect for the duration of the current Collective Agreement, unless otherwise mutually agreed upon by the Parties.
6. This Letter of Understanding may be renewed, amended, or discontinued by mutual agreement between the Employer and the Union.
7. All other terms and conditions of the Collective Agreement remain unchanged.