

# **COLLECTIVE AGREEMENT**

Between

**The Canadian Union of Public Employees and  
its Local 5167**



and

**St Matthew's House**



Expiring March 31, 2026

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## **Purpose**

St. Matthew's House is a charitable, non-profit multi-service agency providing programs and services designed to meet community needs. The general purpose of this agreement is the desire of both parties to:

1. Establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement where both parties act in a fair, reasonable and constructive manner,
2. Provide the means for prompt settlement of grievances and establish salaries, hours of work and other conditions of employment,
3. Encourage efficiencies in quality programs and operations.

## **Article 1 - Management Rights**

### **1.01 Management Rights**

Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of management to manage and direct its operations and affairs in all respects are retained by the Employer and remain exclusively without limitation within the rights of the Employer, including:

- a) To have the right to plan, direct, and control the work and direction of employees and the operation of the Employer. This includes the right to:
  - i) determine the nature and kind of operation and location of premises,
  - ii) introduce new and improved techniques, methods, facilities, equipment, materials and to control the amount of supervision necessary, work schedules, the combining or splitting up of programs/departments, and the increases or reduction of personnel in a particular area or on the whole.
  - iii) determining the content of jobs, the allocation and scheduling of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof;
- b) Maintain order, discipline and efficiency and in connection therewith; to establish, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause.
- c) Select, hire, transfer, assign duties, promote, demote, classify, layoff, or recall employees, and select employees for positions excluded from the bargaining unit.
- d) The exercise of any of these rights will not be inconsistent with the provisions of this agreement.



## **Article 2 - Recognition**

### **2.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees employed by St. Matthews House in the City of Hamilton, save and except supervisors and persons above the rank of supervisor, administrative staff and students.

### **2.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or in emergencies and provided that the work does not reduce the hours of work of any employee.

The use of volunteers shall not result in a reduction of hours of any employee.

### **2.03 Contracting-Out**

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff or reduction of hours of any employees' results.

### **2.04 Definition of Employee**

- a) A "full-time" employee shall be deemed to be an employee who regularly works thirty-five (35) hours or more per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty-five (35) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- c) A casual employee is an employee who is called into work as required and who has the right to refuse work. A casual employee may have regularly scheduled hours of work from time to time (e.g. sick relief, vacation relief, etc.), but does not normally have regularly scheduled hours of work.

## **Article 3 - No Strikes/No Lockouts**

### **3.01 No Strikes and Lockouts**

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with the *Ontario Labour Relations Act*.

## **Article 4 - No Discrimination & Harassment**

- 4.01** The Employer and the Union agree that there will be no harassment, intimidation, discrimination, interference, restraint or coercion exercised or practiced by any of their

representatives.

- 4.02** The Employer, the Union and the employees agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and the *Occupational Health & Safety Act*.
- 4.03** The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as defined in applicable legislation.
- 4.04** The Employer and Union recognize their duty to accommodate employees as outlined in the *Ontario Human Rights Code*.

## **Article 5 - Union Security/Dues**

### **5.01 Dues, Deductions and Remittance**

The Employer shall deduct regularly from the pay of every employee in the bargaining unit an amount equivalent to the sum of union dues, initiation fees and assessments which are uniformly levied on each and every member of the Union. Such dues shall be per pay period and, in the case of newly employed persons, such deductions shall commence in the month following their date of hire.

Such deductions will be remitted to the Local Treasurer in the month following such deduction by the 15th day of the month.

- 5.02** In remitting such dues, the Employer shall provide a list of employees from whom deductions were made and will include the names of employees terminated during the month. A copy of this list shall also be forwarded to the Secretary of the Local Union. The Employer shall provide the Union, twice yearly, the names, address, personal email address and phone numbers of all employees in the bargaining unit. Employees may advise the Employer and Union to not publish their address, email address and phone number.
- 5.03** The amount of regular monthly dues and assessments shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 5.04** In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 5.05** The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes duration.

## **5.06 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **Article 6 - Correspondence**

### **6.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or their designate and the President of the Local Union or their designate and the Unit VP.

## **Article 7 - Union/Management Relations**

### **7.01 a) Representation**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union shall keep the Employer notified in writing of the names of the Union Representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

The Employer agrees to give CUPE National Representatives of the Union, access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with Management. Such Representatives shall have access to the premises only with the prior approval of Management which will not be unreasonably withheld.

### **b) Union Officers and Committee Members**

Union Officers and Committee Members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work, including duration, during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

### **7.02 Bargaining Committee**

A Bargaining Committee shall be appointed and consist of not more than four (4) members of the Employer, as appointees of the Employer, and not more than four (4) members of the Union, including members of the CUPE 5167 Executive Board as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to attend at meetings with the Employer and participate in negotiations. The Employer agrees to pay up to two (2) members of the Negotiating Committee for regular wages lost from their regularly scheduled working hours spent in direct negotiations with the Employer for renewal agreements up to but not including arbitration.

### **7.03 Union/ Management Committee**

A Union/Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

The purpose of the Union/Management Committee is to promote and provide effective and meaningful communication of ideas; making recommendations on matters of concern to the Employer or employees and improving and extending services; but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement.

#### **Meetings of Committee**

The Committee shall meet within three (3) weeks of a request in writing by either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least five (5) business days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### **Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings

#### **Minutes of Meeting**

The member chairing the meeting shall be responsible for maintaining minutes of the meeting. The minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons within ten (10) business days after the close of the meeting and distributed to all members of the Committee.

#### **Jurisdiction of Committee**

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **Article 8 – Discipline**

- 8.01** The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.
- 8.02** The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the release or discharge is a violation of the Human Rights Code.
- 8.03** Wherever the Employer deems it necessary to discipline an employee, the Employer shall copy the Union of such discipline in writing. Union representation shall be as per Article 9.05.

## **Article 9 - Grievance Procedure**

- 9.01** For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

### **9.02 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or select two Stewards, whose duties shall be to assist an employee who the Steward represents in preparing and in presenting their grievance in accordance with the grievance procedure.

### **9.03 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them. Additionally, the President, Vice-President, Unit Vice-President and Executive Administrator of the Local Union may also act as stewards.

### **9.04 Grievance Committee**

The Grievance Committee shall be composed of the Unit Vice President and two (2) members elected from the membership.

### **9.05 Union Representation**

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In cases of discharge representation shall be the President or designate. The Employer shall notify the employee of this right in advance. When the Employer intends to meet with an employee about a matter that may give rise to discipline the Employer shall advise the employee in advance about the purpose of the meeting and advise the employee about the right to have Union representation at the meeting if the employee chooses.

It is understood that, if an employee requests a particular steward who is not scheduled to be at work at the time of meetings under this clause, the employer will make reasonable attempt to accommodate this request but will not incur additional cost or undue time delay to accommodate the request.

## **9.06 Permission to Leave Work**

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement to investigate and process grievances, and attendance at meetings with the Employer.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor, which may include discussing the duration of the leave. Such permission shall not be unreasonably withheld. All time spent in performing such union duties will be without loss of pay.

## **9.07 Grievance Procedure**

### **a) Complaint Stage**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward. Such complaint shall be discussed with their immediate supervisor within five (5) business days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The supervisor will provide a reply within fourteen (14) business days of the discussion. Failing settlement, within fourteen (14) business days following advice of the immediate supervisor's decision the matter shall be handled in the following manner and sequence:

### **b) Step No. 1**

The employee may submit a written grievance signed by the employee, to their immediate supervisor. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Collective Agreement which are alleged to be violated. The immediate supervisor and/or the Manager will meet with the grievor, the Unit Vice President, one (1) member of the Grievance Committee and the President or their designate and will deliver their decision in writing, with copy to the Union, within fourteen (14) business days following the day on which the grievance was presented to them. Failing settlement or response, then:

### **c) Step No. 2**

Within fourteen (14) business days following the decision under Step No. 1, the grievance may be submitted in writing to the Executive Director or designate. A meeting will then be held between the Employer, the grievor, the Unit Vice President, one (1) member of the Grievance Committee and the President or their designate within fourteen (14) business days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is further understood that the Executive Director or designate may have such counsel and assistance as they may desire at such meeting. The decision of the Employer shall be delivered in writing, with copy to the Union, within fourteen (14) business days following the date of such meeting.

## **9.08 Policy Grievance**

A complaint or grievance arising directly between the Employer and the Union shall be originated at Step No. 2 within fourteen (14) business days following the circumstances giving rise to the complaint or grievance. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Collective Agreement which are alleged to be violated. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

## **9.09 Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing, signed by each employee grieving and a member of the Grievance Committee, to management within fourteen (14) business days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Collective Agreement which are alleged to be violated. In the case of such grievances the Union shall select up to two employees as representative of affected employees to attend hearings held in conjunction with the grievance or grievances. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

## **9.10 Suspension or Discharge Grievance**

A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within fourteen (14) business days after the date the discharge or suspension is affected.

## **9.11 Employer Grievance**

In the event St. Matthews' House has a grievance, the Executive Director shall file the grievance in writing within ten (10) business days of the circumstances giving rise to a grievance with the authorized officers of the Union and the National Representative of the Canadian Union of Public Employees who shall confer with the Executive Director within ten (10) business days of the receipt of such grievance. In the event the authorized officers of the Union do not provide redress satisfactory to SMH, the Executive Director, may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement.

## **9.12 Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Article 10, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- 9.13** Grievances concerning layoffs or recalls, or grievances alleging discrimination or harassment from a direct supervisor shall be submitted at Step No. 2 within fourteen (14) business days after the date of the action resulting in the grievance.

## **Article 10 - Arbitration**

### **10.01 Referral to Arbitration**

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) business days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

### **10.02 Arbitration Process**

Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. Such notice to arbitrate shall be given within thirty (30) calendar days after the receipt of the step two decision.

In the event that the parties are unable to agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

- 10.03** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

### **10.04 Powers of the Board**

The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

### **10.05 Decision of the Arbitrator**

The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

### **10.06 Payment for Arbitration**

Each of the parties hereto will bear equally the fees and expenses of the Arbitration proceedings and the Arbitrator.

### **10.07 Time limits**

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been denied and/or abandoned.



## **Article 11 - Personnel File**

### **11.01 Access to Personnel File**

Having provided a written request to the Executive Director or designate, an employee shall be entitled to view their personnel file in the presence of an employer representative at a mutually agreeable time within five (5) business days of the request. The employee will be allowed to make copies of any documents contained therein.

- 11.02**
- a) Letters of reprimand and records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline where the employee has been discipline-free during this period, except in the case of incidents involving neglect/abuse, where the record will remain on file for twenty-four (24) months from the date of discipline and the employee has been discipline free during this period.
  - b) A copy of each performance appraisal shall be given to an employee and a copy shall be placed on their file.
  - c) An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## **Article 12 - Seniority**

### **12.01 Seniority Defined**

Seniority shall be defined as length of continuous service in the bargaining unit without any break in service as per 12.05 and shall be calculated on the basis of one (1) year for each 1820 hours worked, straight time paid, as legislated; except as otherwise provided for in the agreement.

Notwithstanding the above, an employee cannot accrue more than the equivalent of one year's "full-time" seniority in a twelve (12) month period.

Such hours shall be worked hours, except otherwise provided for in the agreement, or as legislated.

Seniority shall be bargaining unit wide.

Notwithstanding the above, the parties agree that time spent appointed to a supervisory position in an acting capacity, for a period of less than six months, will not be considered a break in service.

### **12.02 Probationary Employees**

All new employees will complete a probationary period of ninety (90) days worked.

An employee who transfers from casual or regular part time to full time status or full time to regular part time status shall not be required to serve a probationary period where they have previously completed one since their date of last hire.

With the written consent of the Employer, the probationary employee and their Employee representative, the probationary period provided for above may be extended as mutually agreed. Any extensions agreed to will be in writing and will specify the length of the extension.

### **12.03 Seniority List**

The Employer will maintain a record of seniority of all employees covered by this agreement. Seniority lists shall be posted twice per year in January and July. A copy shall be given to the Local Union. The seniority listing shall contain the name of the employee, position, date of last hire and seniority hours.

Probationary employees appear on the seniority list for convenience and record-keeping purposes only, it is understood that probationary employees do not have seniority status.

### **12.04 Loss of Seniority**

- a) Seniority shall be retained and accumulated when an employee is absent from work under the following conditions, unless otherwise provided:
  - i) when on a leave of absence with pay, including paid approved sick and vacation leave, periods of EI sick leave, Long Term Disability, WSIB, and any required qualifying periods;
  - ii) when on pregnancy or parental leave shall continue to accrue service and seniority for the duration of leave, up to 78 weeks;
  - iii) for part-time employees any period of unpaid time as part of an unpaid sick leave.
- b) Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions, unless otherwise provided;
  - i) while on layoff.
  - ii) While on an approved unpaid leave

### **12.05 Loss of Seniority and Termination of Employment**

An employee shall lose all seniority and their employment shall be deemed to be terminated if the employee:

- a) resigns or is discharged for just cause (and the discharge is not reversed through the grievance/arbitration procedure);
- b) fails to report for work as scheduled at the expiration of an approved leave of absence without satisfactory reason;
- c) fails to notify the Employer of their intention to return to work from layoff within three (3) business days of being notified to do so by registered mail/courier to the employee's last address on record with the Employer and fails to report for work within ten (10) business days after the issuance of the notice;

- d) is absent from scheduled work without a reasonable excuse for three (3) consecutive days without notifying the Employer of such absence and providing a satisfactory reason;
- e) is laid off for a period in excess of eighteen (18) months;
- f) uses a leave of absence for a purpose other than that for which it was granted.
- g) when a casual employee has not been paid for at least six (6) working days in the previous six (6) months or has refused work on six (6) consecutive occasions.
- h) is absent from work in excess of twenty-four (24) months due to illness, accident or WSIB and the requisite accommodation process has been exhausted.

*Note: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code*

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

## **Article 13 - Promotions and Staff Changes**

### **13.01 a) Job Postings**

When a permanent vacancy occurs, or a new position is created by the Employer within the bargaining unit, the Employer shall post a notice on the Employer's main bulletin boards at each work location. The Employer will also email employees such postings; however, will not be responsible for any technical issues preventing receipt of such postings. The position shall be posted for a period of five (5) business days so that interested employees can apply.

When an employee will be absent on vacation the employee may advise their manager, in writing, and no more than seven days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager. The employee must be available for the normal recruitment and placement process to be considered for the filling of the vacancy.

### **b) Temporary Vacancies**

Temporary vacancies anticipated to be less than sixty (60) days duration shall not be posted, unless otherwise agreed between the Employer and the Union and may be filled at the discretion of the Employer.

### **c) Temporary Job Postings**

A temporary vacancy expected to exceed sixty (60) days will be posted, per the posting procedure per Article 13.01a), stating that the position is limited and shall indicate the

estimated duration of the limited job. In any event, the limited job shall not normally exceed twelve (12) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period.

In the event the temporary vacancy is filled by a newly hired employee for a term definite contract the expiration of such contract shall not be the subject of a grievance or arbitration.

#### **d) Successful Applicant**

The successful applicant for a posting will fill the vacancy as soon as is possible.

### **13.02 Information in Postings**

The job posting notice shall contain the following information: job classification, rate of pay, nature of the position, hours per week, skills, abilities, experience and qualifications.

### **13.03 External Applicants**

While the Employer may simultaneously post job vacancies externally and internally, no external applicants will be considered until present employees have had a full opportunity to apply as provided in Article 13.01 and 13.05

**13.04** An employee selected as a result of a posted vacancy need not be considered for other vacancies for a period of six (6) months from the date of their selection unless an opportunity arises which allows the employee to change their permanent status.

### **13.05 Methods of Making Appointment**

Employees shall be selected on the basis of their skill, ability, and qualifications. Where these factors are equal seniority shall govern.

### **13.06 Trial Period**

The successful applicant shall be placed on trial for a period of twenty (20) working days. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of twenty (20) working days.

The trial period may be extended with mutual agreement of the parties.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the new job classification, they shall be returned to their former position and salary without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority. Any other qualified applicants from the original posting will then be considered in accordance with

Article 13.05.

If there are no applicants, then the Employer may choose to repost or recruit externally.

**13.07** The Employer will endeavour to post permanent vacancies within thirty (30) calendar days of the vacancy. Where this cannot occur, the Employer will advise the Union

**13.08 New Classification**

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification.

The process below (i) will be followed until such time as the parties agree to the Joint Job Evaluation (JJE) terms of reference. Once the Joint Job Evaluation (JJE) process is in place the new classification will be evaluated as per the JJR and the pay rate shall be determined.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer, and both parties agree to meet as soon as possible. At such meeting, the parties will review the rate, the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

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

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within thirty (30) days of the meeting.

Any decision by a Board of Arbitration, or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

**Article 14 - Lay Offs and Recall**

**14.01 Notice of Lay Off**

In the event of a proposed lay-off of a permanent or long-term nature of thirteen (13) weeks or more affecting full time or part time (regular) employees, the Employer, where operationally feasible, will provide the Union with at least thirty (30) days' notice prior to the lay-off.

In the event of a lay-off of a permanent or long-term nature affecting full time or regular part time employees, the Employer will provide affected employees with notice in accordance with the Employment Standards Act.

- 14.02** Employees with the least seniority within the classification in which the lay-off takes place shall be laid off first, provided that the employees who remain on the job have the skills and qualifications to perform the work.
- 14.03** In the event of a layoff of a permanent or long-term nature, affecting full time or regular part-time employees, the Employer agrees to meet with the Union, if requested, to discuss the reasons causing the layoff and expected duration any realignment of service or staff.
- 14.04** A full time or regular part-time employee who is subject to layoff shall have the right to either:

- a) Accept the layoff;
- b) Displace the least senior person in the bargaining unit in their current, lower or identical paying classification with equal hours of work per week for which they are qualified and can perform the duties of the lower or identical paying classification without training other than orientation.

Should no position with equal hours be available then the employee may displace the least senior person in the bargaining unit in their current, lower or identical paying classification with fewer hours of work per week for which they are qualified and can perform the duties of the lower or identical paying classification without training other than orientation.

- c) Accept a vacancy in an identical or lower paying classification with equal or fewer hours of work for which they are qualified.

*Clarity Note: an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one per cent (1%) of the laid off employee's straight time hourly wage rate.*

- 14.05** Employees on layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who is recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off.

**14.06 Recall**

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for eighteen (18) months.

- 14.07** All job vacancies will be subject to Article 13 – Promotions and Staff Changes and subsequently an employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the skills and qualifications to perform the work.

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 three (3) business days after being notified to do so by registered mail, addressed to the last address on record with the Employer and return to work within ten (10) business days of 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 for work. The employee is solely responsible for their proper address being on record with the Employer.

- 14.08** An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the classification in which they worked prior to the lay-off should work in that classification become vacant within six (6) months of being recalled.
- 14.09** 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, in accordance with the loss of seniority provision, or they do not meet the minimum requirements for the job or are unable to perform the work available.
- 14.10** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

## **Article 15 - Hours of Work**

### **15.01 Hours of Work**

The agency is generally open for operations Monday to Friday and the hours of operation may be adjusted to meet client needs, service requirements and the exigencies of the agency. Individual start and finish times will be specified by the Employer. Where operationally feasible, an employee will be provided a minimum two weeks' notice of a change to their individual start and finish times. Program start and finish times will be specified by the Employer. If program start and finish times are to change, the Employer will provide, where operationally feasible, a minimum of four (4) weeks' notice of the change.

The following is intended to define the normal hours of work but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

The normal workday is up to seven (7) hours of work, exclusive of a one-hour unpaid meal/rest break. The normal work week for full-time employees is thirty (30) to thirty-five (35.0) hours per week.

In accordance with Article 16.01 and at the Employer's discretion, hours worked in excess of the regular schedule may be paid as overtime or banked as lieu time, subject to the Overtime provisions and operational requirements. Such lieu time shall be scheduled at a time of mutual agreement between the Employer and Employee.

### **15.02 Reporting Pay**

If an employee reports for work at the regularly scheduled time for their shift and no work is available, the employer will redeploy the employee as follows:

- Perform administrative work or work in other programs
- Or the employee may elect to use lieu time

Failing the above, the employee will be entitled to a minimum of three (3) hours paid at the regular rate of pay. An employee may elect to use lieu time to cover any unpaid hours.

Where the Employer closes their premises due to inclement weather the above shall apply, but should currently available funding for such payments cease the parties agree that the three (3) hour payment will not apply, and all reasonable efforts will be made to arrange for alternate work, including education plans.

- 15.03** Where a classification has staggered start and end times the employees in that classification shall be afforded the opportunity to indicate a preferred shift and best efforts will be made to schedule accordingly. Where multiple employees have indicated the same preference seniority will be the governing factor.

Where the Employer is required to assign staff, it shall be in reverse order of seniority.

All the foregoing is subject to operational requirements including recognizing the need for a balance of experience in work assignments.

**15.04 Assessment**

Time will be provided during working hours for the purpose of completing assessment of students.

No member of the bargaining unit will be asked to assess the performance of another member of the bargaining unit.

**15.05 Programming Time**

All RECE employees will be entitled to one (1) hour of programming time per week to be scheduled during their regularly scheduled working hours.

Such program time shall be free from other employment responsibilities.

**Article 16 - Overtime**

**16.01 Overtime Defined**

All overtime hours must be authorized by the Supervisor in advance. Any hours worked over 35 for the work week are considered overtime hours. Overtime hours worked up to 44 hours are granted as lieu time at straight time. Overtime hours worked beyond 44 are compensated at the rate of one-and-one-half times the employee's regular pay rate.

The Employer will endeavour to keep overtime to a minimum.

For full-time employees, lieu time shall be taken at a time mutually agreed to between the employee and the Supervisor.

Part-time employees who work beyond their scheduled workday will, at the discretion of the employer, receive payment at straight time or lieu time at straight time rates. Lieu time will be taken at a time mutually agreed to between the employee and Supervisor.



## **16.02 First Aid and CPR Training**

All employees who attend the First Aid and CPR training organized by the Employer will be paid at their regular rate or may choose to receive lieu time at straight time for time spent in class, exclusive of lunch breaks.

**16.03** (a) Employees may bank up to a maximum of 21 hours at any given time in their lieu bank to be taken at a time mutually agreed by the employer.

(b) Employees will endeavour to use lieu time within a three-month period; otherwise, the lieu time may be paid out by mutual agreement. An Employees' request will not be unreasonable denied.

(c) By mutual agreement, the lieu time or portion thereof may be carried over the three-month time period. Such requests will not be unreasonably denied.

(d) Lieu time may be used by an Employee for an approved leave(s) where no other form of leave with pay is available.

## **Article 17 - Holidays**

**17.01** The following Holiday Pay provisions apply to all employees: List of Holidays

The Employer recognizes the following as paid holidays:

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

## **17.02 Holiday Qualifications**

In order to be entitled to receive payment for these holidays, the employee must have worked their full scheduled working day immediately preceding the holiday and full scheduled working day immediately following the holiday unless the employee is:

- a) absent on vacation
- b) absent on either of those days and such absence is authorized by the Employer
- c) absent due to illness and a medical certificate issued by a qualified physician is presented to the Employer.

## **17.03 Payment for Holidays**

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday in accordance with the *Employment Standards*

*Act* or the employee may be granted an alternate day off (substitute day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday. Payment for such substitute day will be based upon the entitlement in accordance with the *Employment Standards Act*.

#### **17.04 Holidays for Days Off**

When any of the above noted holidays fall on an employee's scheduled day off, in accordance with the *Employment Standards Act*, the employee shall receive another day off with pay. Upon request and with the Employer's approval the employee may receive a day's pay in substitute.

### **Article 18 - Vacations**

#### **18.01 Length of Vacation**

(a) An Employee shall be granted, except as otherwise expressly provided here, an annual vacation with pay according to their aggregate credited service as follows:

Employees on staff as of April 30, 2013 shall receive vacation on the following basis:

Greater than ten (10) years of service	5 weeks' vacation at 10% of gross earnings
Greater than fifteen (15) years of service	6 weeks' vacation at 12% of gross earnings

Employees on staff hired after April 30, 2013 shall receive vacation on the following basis:

Less than one (1) year of service	Per Employment Standards Act
Greater than one (1) year of service	2 weeks' vacation at 4% of gross earnings
Greater than five (5) years of service	3 weeks' vacation at 6% of gross earnings
Greater than eight (8) years of service	4 weeks' vacation at 8% of gross earnings
Greater than twelve (12) years of service	4 weeks' vacation at 8% of gross earnings plus 2 additional vacation days
Greater than fourteen (14) years of service	5 weeks' vacation at 10% of gross earnings
Greater than twenty (20) years of service	5 weeks' vacation at 10% of gross earnings plus 2 additional vacation days
Greater than twenty-three (23) years of service	6 weeks' vacation at 12% of gross earnings

(b) Subject to the provisions of this Article 18, vacation is to be taken in the year it is earned and up to March 31<sup>st</sup> of the year after it is earned. For clarity, vacation with pay as shown in Column II is taken during the calendar year (and up to March 15<sup>th</sup> in the following year) in which the Employee completes the years of Service in Column I.

(c) Employees shall, when practicable, be granted the vacation period preferred by the Employee, Preference in choice of vacation dates shall be given to senior Employees provided that the efficiency of operations of the Employer is not unduly interrupted thereby.

(d) Vacation requests for the next calendar year shall be submitted by October 15<sup>th</sup> of the preceding calendar year. Employees may submit vacation requests at a later date, but it is understood that they cannot displace the vacation schedule of a junior Employee and the request will be subject to the operational requirements at the time of submission.

(e) The Employer shall post the next calendar year's vacation allotment no later than November 15<sup>th</sup>. Vacation time that becomes available after November 15<sup>th</sup> shall be offered to Employees in order of seniority.

**18.02** Subject to the provisions of the Employment Standards Act, an employee may carry over one week of vacation after March 31<sup>st</sup> in the year after it is earned, with the approval of their supervisor. Such approval will not be unreasonably denied. This (carry over) time must be used prior to March of the following year.

**18.03** When an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave provided the employee provides satisfactory medical documentation of the illness.

**18.04** In the event that an Employee fails to book their vacation by September 15 they shall meet with the supervisor to identify vacation opportunities

## **Article 19 - Sick Leave Provisions**

### **19.01 Sick Leave**

Following probationary period, Regular Full-time employees accrue 1 sick day credit per month to a maximum of 24 days. Regular Part-time employees are prorated.

*Note: current staff with sick days in excess of 24 days will not accrue days until their balance falls below 24 days*

**19.02** Sick days are not paid or cashed out upon termination of employment.

## **Article 20 - Leave of Absence**

### **20.01 General Leave**

Written requests for a personal leave of absence without pay will be considered on an individual basis and provided that such leave will not unduly affect the proper operation of

the Employer. Such requests are to be submitted as far in advance as possible, but in any event, at least four (4) weeks prior to the commencement of the leave, unless not reasonably possible to give such notice. The application must clearly state the reason for the leave of absence and the duration of such absence. The employer may require the employee to schedule unused vacation time for the leave. Such leave shall not be unreasonably denied.

Employees on approved leave will not engage in gainful employment elsewhere without the agreement of the Employer, failing which the employee will be dismissed from employment. Employees who overstay their leave shall be considered to have terminated their employment unless they have obtained prior permission from the Employer or have provided an explanation satisfactory to the Employer.

## **20.02 Union Leave**

Subject to the operating needs of the Employer, the Employer shall grant leaves of absence, without pay and without loss of seniority, to Union Representatives for Union business, which will not be unreasonably denied.

- a) The cumulative total of leave days for the bargaining unit under this Article shall not exceed twenty-five (25) days in a calendar year.
- b) Leave of absence requests for Union business shall be provided in writing to the Employer at least two (2) weeks in advance of the leave. Requests provided with less notice shall not be unreasonably denied.
- c) The Employer will grant leave of absence without loss of seniority to an Employee holding a fulltime position with the Local, Provincial or National Union. The parties agree that forty-five (45) days' notice will be required for the Employee to return to their position.

Should the Union request additional days, the employer will consider such request and may grant additional Union Leave Days, subject to operational needs.

## **20.03 Bereavement Leave**

When a death occurs in the immediate family of any employee, employees shall be granted leave up to the stated maximum without the loss of pay. Pay at the regular hourly rate of pay for such absence is limited to actual scheduled working days to the stated maximum within seven (7) calendar days from the day of death.

- a) Employees shall be granted leave up to a maximum of five (5) days in the event of death of a step/parent, spouse, step/child, parent-in-law, grandparent, grandchild, sibling, brother/sister/son/daughter-in-law
- b) Employees shall be granted leave up to a maximum of two (2) days in the event of death of an aunt, uncle, nephew, or niece.
- c) Employees shall be granted leave up to a maximum of one (1) day in the event of death of a cousin.
- d) An employee will not be eligible to receive Bereavement leave payment for any period, in

which they are already on an approved leave of absence, or are receiving any other payment such as holiday, or sick pay.

- e) Where it is necessary because of distance, the employee may be granted an unpaid leave of absence.
- f) In the event that an employee is notified of the death of a spouse, child or parent during working hours, that employee will be immediately relieved from their shift and paid regular straight time for the remainder of their scheduled hours of work for that day.

## **20.04 Personal Leave**

Regular Full and Part-Time employees are eligible to request up to a maximum of four (4) Personal Leave days pro-rated and allocated at the beginning of the fiscal year, i.e. April 1<sup>st</sup>, according to the regular number of hours worked per week. A Personal Day, or a portion thereof, is a benefit intended to be used for an unplanned or unexpected personal or family situation or crisis, i.e. caring for a family member who is ill; dealing with a personal maintenance emergency at home or break-down of a personal vehicle. Such leave will be without loss of pay.

- a) A planned Personal Leave day, or a portion thereof, may also be used as a moving day, to attend a personal appointment regarding legal matters, religious observation, as a snow day if weather conditions prevent safe travel to and from the work place and the agency is not closed, as time to write an exam, to attend the funeral of a friend or as time required for attending an essential appointment or event with a family member that cannot be scheduled outside regular working hours. A Personal Leave day is to be used on an as-needed basis only and must be approved by the designated Supervisor in advance according to the needs and requirements of the particular program. If an additional planned day is desired and will result in a fifth (5<sup>th</sup>) Personal Leave day it must be approved by the Executive Director in advance. No more than one employee from an area will be permitted a planned PL day at the same time.
- b) A Request for Leave form must be completed for each Personal Day, or a portion thereof, requested, including the reason for requesting the Personal Leave day; be approved by the direct Supervisor or, in the absence of the Supervisor, the designate.

A Personal Leave day cannot be used as a Vacation or Sick Leave day and shall not abut Vacation, Sick Leave or Holidays. Personal Leave days cannot be accumulated from one year to the next.

An employee shall use their compensation or lieu time banks prior to accessing a personal leave day or portion thereof.

The parties agree that pre-planned leave under 20.04 and Personal Emergency Leave under the Act are separate and distinct

## **20.05 Pregnancy/Parental Leave**

The following, in part, reflects the provisions of The *Employment Standards Act* on these matters. In all cases of dispute and where The *Act* as amended from time to time is superior,

the provisions of The *Act* will prevail.

- a) An employee who is pregnant or who adopts a child is entitled to a leave of absence of up to seventeen (17) weeks. The employee must have been in the employ of the Employer for at least thirteen (13) weeks to qualify for the leave and for the payment of above Employment Insurance benefits.
- b) The employee shall normally give the Employer written notice of at least four (4) weeks in advance of the intended date of commencement and completion of the leave. In the case of pregnancy, the employee will provide the Employer with a medical doctor's statement of the estimated date of delivery.
- c) Where an employee intends to return to work sooner or later than the original date, they shall give the Employer at least four (4) weeks written notice in advance of their return. Maternity or adoption leave may be extended beyond the seventeen (17) week period when recommended and certified by a medical doctor.
- d) Employees are entitled to a parental leave that must begin no later than seventy-eight (78) weeks after the day the child is born or comes into custody, care and control of the parent for the first time. For employees on maternity leave, parental leave will begin immediately after the maternity leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took maternity leave, and sixty-three (63) weeks otherwise, and at least four (4) weeks written notice of the intended date of commencement and completion of the leave. If the employee intends to return sooner than the original date the early return to work shall be subject to four (4) weeks written notice to the Employer.

## **20.06 Jury or Court Witness Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

- 20.07** Personal Emergency Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, Domestic or Sexual Violence Leave and any other leaves as may be prescribed by legislation, shall be granted as per the *Employment Standards Act*.

## **Article 21 - Employee Benefits**

- 21.01** Group benefits as outlined in the group benefits booklets (Green Shield - Health Benefits/Dental; CSBT – LTD/Life/AD&D) will be available to eligible full-time employees who have completed their probationary period. The Employer will pay 100% of the premiums for all eligible employees.

## **21.02 Change of Carrier**

The Employer may substitute another carrier for any of the plans provided that the level of benefits remains the same or better. The Employer will advise the Union in writing of any change in carrier or underwriter at least thirty (30) days prior to implementing the change and will, upon request, meet with the Union to discuss the change.

**21.03** If a full-time employee fails to perform work for the Employer for a period in excess of two (2) months by reason of layoff or approved leave of absence (with the exception of leaves provided under 20.05 and 20.06 of this agreement), the Employer will pay its share for the cost of benefits as required under Article 21.01 during such two (2) month period, but thereafter, to a maximum of twelve (12) months, the cost of continuing the employee benefits will be borne solely by the employee at their option, unless otherwise required by law. In the event the employee advises the Employer of their desire to continue paying their benefits, the employer shall provide to the employee, all information regarding continued payment to the employee.

If a full-time employee has their hours reduced to part-time the Employer will pay its share for the cost of benefits as required under Article 21.01 for two (2) months, but thereafter, to a maximum of six (6) months, the cost of continuing the employee benefits will be borne solely by the employee at their option, unless otherwise required by law. In the event the employee advises the Employer of their desire to continue paying their benefits, the employer shall provide to the employee, all information regarding continued payment to the employee.

## **Article 22 - Occupational Health & Safety**

- 22.01** Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as joint members of its Occupational Health and Safety Committee, three (3) representatives selected or appointed by the Union from the bargaining unit.
- 22.02** It is agreed that the Employer, the Union and the employees shall co-operate to the fullest extent possible in the prevention of accidents, in the promotion and maintenance of safety and health of all employees and in observing all safety rules and practices.
- 22.03** The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 22.04** Meetings shall be held every three (3) months or more frequently upon agreement of the co-chairs.
- 22.05** The committee shall maintain minutes of all meetings and make the same available for review.
- 22.06** Committee members shall serve for a term of at least one (1) calendar year from date of appointment.
- 22.07** Time off for committee members to attend meetings of the Joint Health and Safety Committee shall be granted and their attendance at meetings shall be without loss of regular wages or premium rate as may be applicable.

If a committee member attends on their own time, they will be paid in accordance with the *Occupational Health and Safety Act*.

**22.08** Time off work for committee members to perform legislated functions shall be granted and shall be without loss of pay.

**22.09** The Union is committed to obtaining the full co-operation of its membership in observing all safety rules and procedures.

**22.10** The Employer agrees to provide coverage under the Workplace Safety & Insurance Board for all employees. An employee who is receiving WSIB benefits shall retain their full employment status and seniority for up to twenty-four (24) months.

**22.11 Pandemic PPE Supply**

- (i) In addition to Personal Protective Equipment (PPE) supplies required for regular use, the Employer agrees to maintain a three (3) month secured supply of all Pandemic PPE supplies on the Employer's property. Such supplies shall include, but not be limited to: hand sanitizer, cleaning products, appropriate gowns, gloves and N-95 masks.
- (ii) The Employer shall work with the Joint Health and Safety Committee to determine:
  - all Pandemic PPE supplies required
  - the amount of Pandemic PPE supplies necessary for the three (3) month supply
  - replacement of Pandemic PPE supplies when any supply expires
  - any required training for Pandemic PPE supply use and fit testing for N-95 masks
- (iii) The three (3) month supply must account for all employees, clients and visitors that may be required to utilize the supplies during a Pandemic.

**Article 23 - General Conditions**

**23.01 Bulletin Board**

The Employer shall provide a bulletin board in the 414 Barton Street East location, and additional sites as is mutually agreed to, where the Union can post notices of regular meetings, special meetings, seminars or Union activities. All material is subject to the approval of the Employer in advance.

**23.02 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

**23.03 Plural Terms May Apply**



Whenever a plural pronoun is used in this Agreement, it shall include the singular pronoun when the context so requires and vice-versa.

#### **23.04 Business Days**

A business day shall mean a day other than Saturday, Sunday or a recognized holiday.

**23.05** The term "Employee" or "Employees" as used in this Agreement shall mean only such persons as are included in the bargaining unit.

**23.06** The Employer will provide information to the Union that will assist it to fulfil any legislative disclosure requirements.

#### **Article 24 - Payment for Professional Fees**

24.01 The Employer shall compensate full time employees who are registered and/or licensed with the College of Early Childhood Educators for one hundred percent (100%) cost of the annual registration and/or license renewal. This compensation will be available to employees who have completed their probationary period. Employees shall provide proof of payment and registration to the Supervisor.

24.02 For clarity, the Employer will not be responsible for the costs of initial registration or licensing fees. Further, the Employer will not be responsible for registration and/or license renewals for Employees who are not in good standing with their association.

24.03 Reimbursements for annual registration/license renewal will be made to Employees who remain employed ninety (90) days following renewal.

#### **Article 25 - Vulnerable Sector Check**

25.01 The Employer shall incur all costs related to renewal of police checks an employee may be required to obtain in accordance with the Employer's policies or legislation.

25.02 For clarity, the Employer shall not be responsible for any costs associated with initial police checks an employee may be required to obtain in accordance with the Employer's policies or legislation.

#### **Article 26 - Commitment to Code of Ethics**

The Employer and its employees recognize the value and important of the designation of "Registered Early Childhood Educator" and respect the Code of Ethics, Standards and/or Guidelines for conduct established by the College of Early Childhood Educators. In that regard, the Employer will not require any RECE to act in contravention of the College's Code of Ethics and Standards of Practice and the employees shall not act in contravention of the College's Code of Ethics and Standards of Practice.

## **Article 27 - Multi Sector Pension Plan**

### **27.01 Definitions**

- (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - i. the straight time component of hours worked on a holiday; and
  - ii. holiday pay, for the hours not worked; and
  - iii. vacation pay; and
  - iv. sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - v. All other payments, premiums, allowances and similar payments are excluded.
- (c) "Eligible Employee" means all employees in the bargaining unit who have completed 420 hours of employment with the employer.

**27.02** Commencing April 1, 2022, each Eligible Employee shall contribute for each pay period an amount equal to 2 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to the Plan.

Commencing April 1, 2023, each Eligible Employee shall contribute for each pay period an amount equal to 3 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 3 % of Applicable Wages to the Plan.

Commencing April 1, 2025, each Eligible Employee shall contribute for each pay period an amount equal to 4 % of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 4 % of Applicable Wages to the Plan.

**27.03** The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

**27.04** The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and Income Tax Act (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article .04 of the agreement include:

**(a) To be Provided at Plan Commencement**

- date of hire;
- date of birth;

- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date
- gender.

**(b) To be Provided with each Remittance**

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- employer portion of arrears owing due to error, or late enrolment by the Employer.

**(c) To be Provided Initially and as Status Changes**

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;
- date of death (if applicable).

**(d) To be Provided Annually but no later than December 31**

- current complete address listing for all Eligible Employees;
- period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence.
- hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

**27.05** The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to as Appendix A.

## **Article 28 - Term of Agreement**

### **28.01 Duration**

The Collective Agreement expires March 31, 2026 and shall continue upon expiration unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*R. Wetselaar*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha Gerrish

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani Doherty

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A. Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason Luc

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew Matthews

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie McEathron

Darcie McEathron (Aug 31, 2022 20:56 EDT)

## Schedule A: Wages

Proposed Increases      1.00 %      2.00 %      1.00 %      1.00 %

CHILDCARE									
Classification		April 1, 2022		April 1 2023		April 1, 2024,		01-Apr-25	
Registered ECE	Step	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate
	Start	15.99	21.83	16.31	22.15	16.47	22.31	16.64	22.48
	1	16.30	22.14	16.63	22.47	16.79	22.63	16.96	22.80
	2	16.64	22.48	16.98	22.82	17.15	22.99	17.32	23.16
	3	16.98	22.82	17.32	23.16	17.49	23.33	17.67	23.51
	4	17.32	23.16	17.67	23.51	17.84	23.68	18.02	23.86
	5	17.49	23.33	17.84	23.68	18.02	23.86	18.20	24.04
ECA (NEW)	Step	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate
	Start	15.49	21.33	15.80	21.64	15.96	21.80	16.12	21.96
	1	15.81	21.65	16.13	21.97	16.29	22.13	16.45	22.29
	2	16.04	21.88	16.36	22.20	16.52	22.36	16.69	22.53
	3	16.47	22.31	16.80	22.64	16.97	22.81	17.14	22.98
	4	16.80	22.64	17.14	22.98	17.31	23.15	17.48	23.32
	5	16.97	22.81	17.31	23.15	17.48	23.32	17.66	23.50
Float (NEW)	Step	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate
	Start	15.25	21.09	15.56	21.40	15.71	21.55	15.87	21.71
	1	15.33	21.17	15.64	21.48	15.79	21.63	15.95	21.79
	2	15.55	21.39	15.86	21.70	16.02	21.86	16.18	22.02
	3	15.97	21.81	16.29	22.13	16.45	22.29	16.62	22.46
	4	16.29	22.13	16.62	22.46	16.78	22.62	16.95	22.79
	5	16.46	22.30	16.79	22.63	16.96	22.80	17.13	22.97
Supply (NEW)	Step	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate
	Start	15.10	20.94	15.40	21.24	15.56	21.40	15.71	21.55
	1	15.17	21.01	15.47	21.31	15.63	21.47	15.78	21.62
	2	15.39	21.23	15.70	21.54	15.85	21.69	16.01	21.85
	3	15.81	21.65	16.13	21.97	16.29	22.13	16.45	22.29
	4	16.12	21.96	16.44	22.28	16.61	22.45	16.77	22.61
	5	16.29	22.13	16.62	22.46	16.78	22.62	16.95	22.79
Cook	Step	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate	Base Rate	Pay Rate
	Start	16.76	17.26	17.09	17.59	17.26	17.76	17.43	17.93
	1	17.09	17.59	17.43	17.93	17.61	18.11	17.78	18.28

	<b>2</b>	17.46	17.96	17.81	18.31	17.99	18.49	18.17	18.67
	<b>3</b>	17.81	18.31	18.16	18.66	18.34	18.84	18.53	19.03
	<b>4</b>	18.17	18.67	18.53	19.03	18.72	19.22	18.91	19.41
	<b>5</b>	18.35	18.85	18.72	19.22	18.91	19.41	19.09	19.59
<b>SENIOR SUPPORT</b>									
<b>Hopes Navigator (former Home to Stay)</b>	<b>Step</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>
	<b>Start</b>	21.46	21.96	21.89	22.39	22.11	22.61	22.33	22.83
	<b>1</b>	21.91	22.41	22.35	22.85	22.57	23.07	22.79	23.29
	<b>2</b>	22.36	22.86	22.81	23.31	23.04	23.54	23.27	23.77
	<b>3</b>	22.81	23.31	23.26	23.76	23.49	23.99	23.73	24.23
	<b>4</b>	23.27	23.77	23.74	24.24	23.97	24.47	24.21	24.71
	<b>5</b>	23.75	24.25	24.22	24.72	24.46	24.96	24.71	25.21
<b>Senior Support Navigator (former Crisis)</b>	<b>Step</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>
	<b>Start</b>	20.34	20.84	20.75	21.25	20.96	21.46	21.17	21.67
	<b>1</b>	20.78	21.28	21.19	21.69	21.40	21.90	21.62	22.12
	<b>2</b>	21.19	21.69	21.61	22.11	21.83	22.33	22.05	22.55
	<b>3</b>	21.61	22.11	22.05	22.55	22.27	22.77	22.49	22.99
	<b>4</b>	22.06	22.56	22.50	23.00	22.72	23.22	22.95	23.45
	<b>5</b>	22.51	23.01	22.96	23.46	23.19	23.69	23.42	23.92
<b>Seniors First Response Team (former driver)</b>	<b>Step</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>
	<b>Start</b>	18.90	19.40	19.28	19.78	19.47	19.97	19.66	20.16
	<b>1</b>	19.29	19.79	19.68	20.18	19.87	20.37	20.07	20.57
	<b>2</b>	19.70	20.20	20.09	20.59	20.29	20.79	20.49	20.99
	<b>3</b>	20.08	20.58	20.48	20.98	20.69	21.19	20.89	21.39
	<b>4</b>	20.48	20.98	20.89	21.39	21.10	21.60	21.31	21.81
	<b>5</b>	20.92	21.42	21.34	21.84	21.55	22.05	21.76	22.26
<b>Seniors First Response Team Support Worker (NEW)</b>	<b>Step</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>
	<b>Start</b>	21.69	22.19	22.12	22.62	22.35	22.85	22.57	23.07
	<b>1</b>	21.88	22.38	22.32	22.82	22.54	23.04	22.77	23.27
	<b>2</b>	22.08	22.58	22.52	23.02	22.75	23.25	22.97	23.47
	<b>3</b>	22.28	22.78	22.73	23.23	22.95	23.45	23.18	23.68
	<b>4</b>	22.48	22.98	22.93	23.43	23.16	23.66	23.39	23.89
	<b>5</b>	22.68	23.18	23.13	23.63	23.36	23.86	23.60	24.10
<b>Housing Street Outreach</b>	<b>Step</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>
	<b>Start</b>	23.52	24.02	23.99	24.49	24.23	24.73	24.47	24.97
	<b>1</b>	24.14	24.64	24.62	25.12	24.87	25.37	25.12	25.62

<b>Team Worker (NEW)</b>	<b>2</b>	24.76	25.26	25.26	25.76	25.51	26.01	25.76	26.26
	<b>3</b>	25.37	25.87	25.88	26.38	26.14	26.64	26.40	26.90
	<b>4</b>	26.05	26.55	26.57	27.07	26.84	27.34	27.11	27.61
	<b>5</b>	26.66	27.16	27.19	27.69	27.47	27.97	27.74	28.24
<b>Food Security Coordinator (NEW)</b>	<b>Step</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>	<b>Base Rate</b>	<b>Pay Rate</b>
	<b>Start</b>	23.04	23.54	23.50	24.00	23.74	24.24	23.97	24.47
	<b>1</b>	23.25	23.75	23.72	24.22	23.95	24.45	24.19	24.69
	<b>2</b>	23.46	23.96	23.93	24.43	24.17	24.67	24.41	24.91
	<b>3</b>	23.67	24.17	24.14	24.64	24.38	24.88	24.63	25.13
	<b>4</b>	23.88	24.38	24.36	24.86	24.60	25.10	24.85	25.35
	<b>5</b>	24.09	24.59	24.57	25.07	24.82	25.32	25.07	25.57

\*Pay Rate includes the following as indicated above:

1. All: Pay Equity • \$0.50/hour
2. Daycare: City Wage Subsidy • \$1.93/hour
3. Daycare: Best Start Wage Improvement • \$0.55/hour
4. Daycare: Direct Operating Grant • \$2.86/hour
5. Daycare: Provincial Enhancement Fund - not reflected in above rates

\*Note: Advancement on wage grid is based on 1820 hours worked.

## **Appendix 'A' - PARTICIPATION AGREEMENT**

The Agreement made this 3 day of June 2022

-between-

St. Matthew's House

(the "Employer")

-and-

MULTI-SECTOR PENSION PLAN BY ITS TRUSTEES

(the "Trustees")

In consideration of the Employer becoming a participating employer, commencing April 1, 2022, in the Multi-Sector Pension Plan ("MSPP" or the "Plan"), by making contributions to the Plan in accordance with the collective agreement ("Collective Agreement") between the Employer and CUPE Local 5167 (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement, failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to enforce this Participation Agreement. If the Employer is delinquent in its contribution payments, the Employer shall pay the Trustees for any related losses or costs, including interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Employer agrees to be bound by the Declaration of Trust. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an



Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

(a) **To be Provided at Plan Commencement**

date of hire;  
date of birth;  
Social Insurance Number;  
date of first contribution;  
seniority list to include hours from date of hire to Employers' Fund entry date  
gender.

(b) **To be Provided with each Remittance**

name;  
Social Insurance Number;  
monthly remittance;  
pensionable earnings;  
year to date contributions;  
employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) **To be Provided Initially and as Status Changes**

full address;  
termination date where applicable (MM/DD/YY);  
marital status;  
date of death (if applicable)

(d) **To be Provided Annually but no later than December 31**

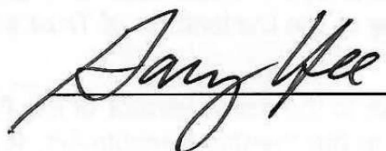
current complete address list for all Eligible Employees;  
period(s) of absence due to illness or disability, including WSIB;  
period(s) of layoff, while subject to recall;  
period(s) of absence for pregnancy or parental leave;  
period(s) of strike or lockout;  
other leaves of absence;  
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

7. All personal information about employees provided to the Administrator of the Plan pursuant to section 6 of this Agreement and/or the provisions of the Collective Agreement will be treated as Confidential Information. Except as required by law, Confidential Information will only be disclosed to the Trustees, employees of the Administrator, a service provider retained by the Trustees, the individual to whom the Confidential information pertains or a representative of that individual who has been authorized in writing. The Confidential Information is also subject to the provisions of the MSPP's Privacy Statement. The Trustees will provide to the Employer, at its request, a copy of the MSPP's Privacy Statement.

EMPLOYER:

MULTI-SECTOR PENSION PLAN, BY ITS TRUSTEES:

*Rensse Wetzelaar*



## **Letters of Understanding**

### **Letter of Understanding # 1**

-between-

St. Matthew's House  
(hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 5167  
(hereinafter referred to as the "Union")

### **Re: Provincial Wage Enhancement**

The Employer agrees that it will apply for Provincial Wage Enhancement Funding each time such funding is made available during the term of this collective agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*R. Wetselaar*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A. Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason Luc

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie

Darcie McEathron (Aug 31, 2022 20:56 EDT)

**Letter of Understanding #2**

-between-

St. Matthew's House  
(hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 5167  
(hereinafter referred to as the "Union")

**Re: Hepatitis A/B Vaccine**

The Employer agrees to provide part time employees, on a one-time basis up to \$75.00, for a Hepatitis A/B vaccine, if required by their medical physician. The employee must provide written proof of requirement.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*R. Wetzel*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A. Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie

Darcie McEathron (Aug 31, 2022 20:56 EDT)

### **Letter of Understanding #3**

-between-

St. Matthew's House  
(hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 5167  
(hereinafter referred to as the "Union")

### **Re: Pay Equity**

The parties agree to meet within six (6) months of ratification with a mind to develop and agree to Job Evaluation Terms of Reference.

Further the parties agree that all job classifications within St. Matthew's House will be evaluated prior to the expiry of this Collective Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*RWetselaar*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie

Darcie McEathron (Aug 31, 2022 20:56 EDT)

## **Letter of Understanding #4**

-between-

St. Matthew's House  
(hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 5167  
(hereinafter referred to as the "Union")

### **Re: Status of Provincial Wage Enhancement Funding**

If the Provincial government cancels the Provincial Wage Enhancement funding the parties agree to meet as soon as possible to discuss and explore options to mitigate the impact on employees.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*R. Wetselaar*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A. Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason Luc

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie

Darcie McEathron (Aug 31, 2022 20:56 EDT)

## Letter of Understanding #5

-between-

St. Matthew's House  
(hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 5167  
(hereinafter referred to as the "Union")

### **Re: Wage Re-Opener**

The parties agree that the wages in this Collective Agreement are a reflection of financial realities of the organization and not necessarily reflective of the value of the work performed. In recognition of this the Employer agrees to continue to seek out grants and other funding opportunities and where successful in receiving additional operating funding agrees to meet with the Union to discuss wage increases outside of the bargaining process.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*R. Wetselaar*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A. Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie

Darcie McEathron (Aug 31, 2022 20:56 EDT)

## **Letter of Understanding #6**

-between-

St. Matthew's House  
(hereinafter referred to as the "Employer")

-and-

Canadian Union of Public Employees, and its Local 5167  
(hereinafter referred to as the "Union")

### **Re: Hours of Work**

The parties agree to the following language on a trial basis for a one (1) year time period. The parties by mutual agreement may extend the letter of agreement for such time period that is agreed.

Where operationally feasible, the Employer will endeavor to offer employees the option of taking their meal/rest break outlined in Article 15.01 as one half hour meal break and a fifteen (15) minute rest period in the first half of the workday and in the second half of the workday.

It is understood by the parties that participation in this altered meal/rest break arrangement is voluntary.

Employees will notify the Employer on a monthly basis of their intent to opt into the alternate meal/break arrangement.

The Employer will notify any affected employee at the start of their shift in the event that the alternate meal/break arrangement cannot be met on that particular day due to operational requirements.

IN WITNESS WHEREOF each of the parties hereto has caused this Letter of Understanding to be signed by its duly authorized representatives.

Signed August 31, 2022 in Hamilton, Ontario

For the Employer

*RWetselaar*

W. Harrison

W. Harrison (Sep 7, 2022 15:39 EDT)

Tanisha

Tanisha Gerrish (Sep 1, 2022 10:50 EDT)

Shani

Shani Doherty (Sep 1, 2022 09:06 EDT)

For the Union

James A Hunter

James A Hunter (Sep 13, 2022 17:21 EDT)

Jason Luc

Jason Luc (Sep 15, 2022 16:27 EDT)

Andrew

Andrew Matthews (Aug 31, 2022 16:21 EDT)

Darcie

Darcie McEathron (Aug 31, 2022 20:56 EDT)