

# COLLECTIVE AGREEMENT

Between

**SHEPHERDS OF GOOD HOPE**



-and-

**UNIFOR AND ITS LOCAL 8300**



Effective from January 1, 2018 to December 31, 2022

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## **ARTICLE 1: PURPOSE**

- 1.01 In order to best realize the goals of the Shepherds of Good Hope in assisting all persons in the Ottawa area in need of food and shelter, with the resources available, the parties to this agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable resolution of disputes which may arise between them.

## **ARTICLE 2: RECOGNITION**

- 2.01 The Employer recognizes **Unifor** and its Local 8300 as the sole bargaining agent for all employees of Shepherds of Good Hope, save and except managers, persons above the rank of manager, office staff and students employed during the vacation period. Officers of the Local shall be recognized by the Employer in discussing any and all matters regarding the collective agreement affecting the relationship between the Employer and the employees who are members of the Union and who are affected by this agreement.

## **ARTICLE 3: STEWARDS**

- 3.01 It is agreed that the Steward(s) have a responsibility to perform their duties for the Employer prior to engaging in Steward activity. Therefore, if a Steward must leave work to investigate a complaint or to attend a meeting with management, they shall obtain the permission of their immediate supervisor before leaving work. Such permission will not be unreasonably withheld. When resuming normal duties, the Steward shall report back to their immediate supervisor. In accordance with this understanding, the Steward shall be granted leave with pay for scheduled hours of work to perform these functions.

## **ARTICLE 4: MANagements RIGHTS**

- 4.01 The Union recognizes and acknowledges that the management of the Shepherds of Good Hope (the Employer) and the direction of the employees are the exclusive rights of management. Without restricting in any manner the foregoing, the Union further acknowledges that Management has the exclusive right to:
- (a) Maintain order, discipline and efficiency.

- (b) Hire, promote, demote, transfer, layoff, recall, and suspend or discharge employees, provided that an employee, who claims that they have been reprimanded, suspended or discharged without just cause, shall have recourse to the grievance procedure. Probationary employees may be discharged without just cause provided that the discharge is not arbitrary, discriminatory or in bad faith.
- (c) To make, enforce and alter from time to time, policies, procedures and reasonable rules regarding the operation of the Employer and/or the conduct of the employees.
- (d) To determine the nature and kind of business to be conducted by the Employer and to assign work and establish the methods of operation, hours of work, schedules of work and all other normal prerogatives of management.
- (e) Establish and administer tests for the purposes of assisting the Employer in determining an employee's qualifications and abilities for a job posting or as a consequence of program funding requirements.
- (f) It is agreed that these functions will be exercised in a manner that is fair, reasonable and consistent with this agreement.

**ARTICLE 5: UNION SECURITY, UNION MEMBERSHIP AND DEDUCTION OF DUES**

- 5.01 **All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee, supplied by the Union to the Employer. For clarity, membership in the Union shall in no case be considered a condition of employment at the Employer.**
- The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.**
- 5.02 The Employer and the Union also agree that there will be no intimidation, discrimination, interference, restraint, coercion, or influence exerted or practiced by either party or by way of their representatives or members because of any employee's membership or non-union membership in the Union, or because of the employee's activity or lack of activity in the Union.
- 5.03 (a) The Employer will deduct from the paycheque of each employee, Union dues as specified by the Local, and will remit same to the National Secretary Treasurer of the Union or whoever the Local indicates, in writing, should receive the money, by the 15th of the month following such deduction, accompanied by a list of the names

and addresses of the employees from whose wages the deductions were made, subject to Privacy legislation.

- (b) The Union will advise the Employer in writing of any change in their dues structures, with enough notice so that the Employer can amend the employees' payroll deductions to accommodate the wishes of the Union in this regard.
- (c) In consideration of the deducting and forwarding of any union dues in accordance with the above, the Union agrees to indemnify and save the Employer harmless from any claim or liability arising out of, or resulting from the operation of this clause.

- 5.04 The Employer shall furnish to the Union every month, a list of new bargaining unit employees (including probationary bargaining unit employees) taken into employment by the Employer.
- 5.05 **Union Security:** Employer shall forward, on a quarterly basis, to the Local and National Union, the names and addresses of all employees covered by this Collective Agreement, subject to Privacy legislation.

#### **ARTICLE 6: NO STRIKES/NO LOCKOUTS**

- 6.01 The parties agree that there shall be no strike or lockout during the term of this collective agreement.

#### **ARTICLE 7: UNION REPRESENTATIVES AND UNION ACTIVITY**

- 7.01 A National Representative of the Union, upon providing advanced notice and with permission of the Employer, shall be allowed to enter the Employer's premises to deal in the administration of the collective agreement. Such permission shall not be unreasonably withheld.

The Union agrees that its officers, representatives and members, shall not engage in union activity during working hours or on the Employer's property, except as authorized by this agreement or with the permission of the Employer.

## ARTICLE 8: DISCIPLINARY MEETING AND LETTERS

- 8.01 (a) **At any meeting called by the Employer to issue a warning, disciplinary suspension or discharge to an employee a Union steward will be present. However, no Union steward need be present when management issues a coaching note.**
- (b) **In urgent situations, when the Employer has reasonably satisfied itself that no Union steward is readily available, the Employer may proceed with discipline and the Union steward's absence will not invalidate any disciplinary sanction imposed.**
- (c) **If in the course of a normal interview or meeting, it is determined that there may be grounds for disciplinary action, the interview or meeting will be adjourned and the employee will be allowed to have a Union steward present at any related disciplinary meeting.**
- (d) **All disciplinary letters and coaching notes shall be copied to the Local Representative at the time of discipline, or a reasonable time thereafter.**
- 8.02 (a) In the case of a disciplinary suspension or discharge, the Employer shall give a written explanation of the justification of their actions within ten (10) working days after completion of the investigation. A copy of this letter shall be provided to the Union.
- (b) When an employee has been issued a suspension/letter of warning, such letter shall not be referred to for purposes of further discipline provided that the employee has been discipline-free for twenty-four (24) months of service since the issuance of the last discipline.
- 8.03 (a) **Access to Personnel File:** An employee shall be allowed to inspect all information in **their** formal personnel file, excluding any material relating to an ongoing investigation.
- (b) **Personnel File:** The Employer agrees that there shall be only one (1) personnel file for each employee.

## ARTICLE 9: HARASSMENT AND DISCRIMINATION

- 9.01 The parties recognize the right of all individuals to work in an environment free from harassment and discrimination in accordance with the Ontario Human Rights Code.

Complaints of harassment and discrimination may be subject to the grievance procedure, in which case a grievance may be filed at Step Three (3).

Notwithstanding the above, in any complaint involving a claim of harassment under this policy, raised by or against a member of the Union, the affected employee(s) shall be advised of their right to have a Union steward to meet with them at all steps of the investigation procedure.

- 9.02 A copy of the Ontario Human Rights Code and the process to report harassment complaints will be posted in each building operated by the Employer.

#### ARTICLE 10: GRIEVANCE PROCEDURE

10.01 It is the intention of the parties that this procedure shall provide a just and peaceful method of resolving grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

10.02 Any complaint, disagreement or difference of opinion between the Employer and the Committee or the employees covered by this agreement which concerns the application or interpretation of the terms and provisions of this Agreement shall be considered a grievance.

10.03(a) A grievance shall be defined as a violation of the collective agreement.

(b) All time limits are mandatory but may be waived/amended on written agreement of the parties.

(c) Complaint Stage: An employee(s) who feels they have a grievance is encouraged to discuss the matter with their supervisor prior to formally filing a written grievance.

In the event the matter is not resolved, or, if the employee(s) choose to bypass the Complaint stage, the matter can be processed to Step 1.

(d) **Any employee, the Committee or the Employer may present a grievance. Any grievance which is not presented within ten (10) calendar days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties.**

**Step 1: If the matter is not resolved, the employee(s) will submit this grievance to their steward. If the employee's steward is absent, they may submit their grievance to another steward.**

If the steward feels the grievance is justified, they will first seek to settle the dispute with the immediate supervisor by submitting a written grievance stating the particulars of the complaint and the remedy sought. The manager will respond within seven (7) calendar days.

**Step 2:** Failing satisfactory settlement at Step 1, within seven (7) calendar days of the manager's reply, the unit chair may submit the grievance to the Senior Manager. If further information is required, a meeting will be held with the Senior Manager or designate within seven (7) days of the grievance being submitted to them. The Senior Manager then will issue their decision within seven (7) calendar days thereafter.

**Step 3:** Failing satisfactory settlement at Step 2, within twenty-one (21) calendar days of the Senior Manager's reply, the unit chair and local president or their designates may submit the grievance to the Chief Executive Officer or such other management designate or designates as may be appointed by the Chief Executive Officer. If further information is required, a meeting will be held with the Chief Executive Officer or designate(s) within seven (7) days of the grievance being submitted to them, who will then respond within seven (7) calendar days of the meeting.

- 10.04 In the case of a policy grievance, an Employer grievance or a discharge grievance, the matter shall bypass the normal procedure and go directly to third step.
- 10.05 The Employer acknowledges the right of the Union to appoint or otherwise select stewards from amongst employees to assist them in the presentation of their grievance. The name of such shop stewards from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been notified in writing by the Union of such appointment.

#### **ARTICLE 11: ARBITRATION**

- 11.01 Failing settlement of a grievance under the forgoing procedure, a grievance may be submitted to arbitration as hereinafter provided.
- 11.02 The party making the request for arbitration shall provide their selections for Chairperson. The other party shall reply promptly with the name of their selections for Chairperson. If either party fails to suggest a Chairperson(s) or if the parties are unable to agree upon a chairperson, the Ministry of Labour shall be asked to appoint a chairperson. The costs of the chairperson shall be equally divided between the parties.



- 11.03 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching its decisions, the Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this agreement. The findings and decisions of the arbitrator shall be binding and enforceable on the parties.

#### **ARTICLE 12: PROBATIONARY PERIOD**

- 12.01 Each new employee shall be on probation for a period of eight hundred (800) hours of actual work since day of last hire.
- 12.02 Probationary employees shall be entitled to all the benefits of the collective agreement except as specifically noted herein. Probationary employees are not entitled to accumulate seniority until they have successfully completed their probationary period.
- 12.03 The probationary period may be extended by written notice from the Executive Director or designate with the consent of the Union.

#### **ARTICLE 13: SENIORITY**

- 13.01 Seniority for employees shall be calculated based on the number of hours for which an employee has received pay from the Employer since the last date of hire.
- 13.02(a) An Employee on Pregnancy and Parental Leave, on compensable leave, or in receipt of workplace safety insurance benefits for a period of up to twenty-four (24) months or on leave without pay for Union business pursuant to Article 20.5, shall continue to accrue Seniority during the period of such leave.
- (b) An Employee on approved leave, without pay, for a period of less than thirty (30) days, shall continue to accrue Seniority during the period of such leave.
- 13.03 Employees shall lose their seniority and be deemed terminated from the Employer if:
- (a) They resign from the Employer.
- (b) They are discharged from the Employer and that discharge is not overturned by a Board of Arbitration.
- (c) They are laid off and not recalled for a period of twenty-four (24) months or their length of seniority, whichever is less.

- (d) They fail to report for work within seven (7) working days after a layoff, after being notified of recall by registered mail at their last known address.
  - (e) They are absent for three (3) or more shifts without approval from the Employer except where approval is not obtained for a valid reason.
  - (f) They fail to return to work when scheduled upon the completion of any authorized Leave of Absence, unless absence is due to a reason that is acceptable to the Employer.
  - (g) They are absent due to non-industrial sickness or non-industrial accident for a period which amounts to frustration of the employment relationship.
- 13.04 An employee on probation will have no seniority rights during that period. After **they have** completed **their** probation period, **their** seniority shall be adjusted to reflect the number of hours for which **they** received pay from the Employer since the date of hire.
- 13.05 Within the Shepherds of Good Hope, the Employer will post and maintain a seniority list. Such up to date listings will be **emailed to employees and** posted **in all programs and** in the staff lounge with a copy to the unit chair as of January 31 and July 31 of each year. Copies of current lists will be provided to the Shop Steward.
- 13.06 The Employer will notify the Union when an employee resigns without notice.**

#### ARTICLE 14: HOURS OF WORK

- 14.01 Nothing in this agreement shall be construed as guaranteeing minimum or maximum hours of work. The scheduled hours of work are subject to change by the Employer.
- 14.02 (a) Full-time employees shall be regularly scheduled forty (40) hours per week. An employee may be granted a 32 hour work week in the sole, unfettered discretion of the employer. Vacation and sick leave accruals will be reduced accordingly. The employer and the employee will have the right to cancel this Agreement on 60 days written notice.
- (b) Full-time employees, 55 years of age or older, with a minimum of 10 years of service, may be granted a 24 hour work week in the sole, unfettered discretion of the Employer. Vacation and sick leave accruals will be reduced accordingly. The employer and the employee will have the right to cancel this Agreement on 60 days written notice.

- (c) Regular Part-Time employees are those who are regularly guaranteed a minimum of thirty-two (32) hours per week, who occupy a Regular Part-Time position posted and filled in accordance with Article 16 of the Collective Agreement.
  - (d) Casual employees shall be scheduled based on their hours worked and on the availability of work.
- 14.03 The regular work day is normally eight (8) hours per day, including a half hour (½) hour paid meal break. Employees shall be allowed two (2), fifteen (15) minute paid breaks for each working day.
- 14.04(a) The schedule for Employees shall be posted seven (7) days in advance. This posting shall not be changed without at least seventy-two (72) hours' notice being sent in writing to the Local Chairperson, unless such changes are as a consequence of unexpected illness or absenteeism.
- (b) Should alternative scheduling arrangements be requested by an employee, these arrangements can be agreed upon in the sole discretion of the Employer, in writing, by the employee(s), the Local, and the Employer.
- 14.05 Any employee who is unable to report to work as scheduled for any reason is to advise **their** immediate supervisor immediately and at least one hour prior to the commencement of **their** shift.
- 14.06 (a) If an employee reports for work on **their** regular shift and was not notified not to report, **they** shall be paid for the entire shift unless alternative work is available.
- (b) An employee who reports to work and has insufficient work to complete **their** full shift, shall be provided additional work to complete the shift.
- 14.07 **Call Back:** If an employee works overtime hours that are not continuous with the termination of **their** scheduled assigned hours, **they** shall be paid a minimum call-back guarantee of three and 1/2 hours at time and one half for a work call in job only.
- 14.08 All overtime must be approved in advance by the employee's immediate supervisor. If no supervisor is available, overtime may be approved after the fact in cases of emergency.
- 14.09 **No Pyramiding of Benefits:** It is agreed that there shall be no pyramiding of overtime.
- 14.10 Overtime and opportunities to work for premium pay on a statutory holiday, shall be offered to the senior employee(s) in the relevant classification(s). In the case of unexpected overtime or short notice, it shall be offered to those senior employees who are readily available to do the work.

If the senior employee(s) do not wish to do the overtime, junior employees who are readily available shall be offered the work. If no one wants to work overtime, junior staff shall be ordered in.

If no one inside the classification is readily available, the work may also be offered to employees outside the classification(s) who are readily available and have the ability and qualifications to perform the available work.

#### ARTICLE 15: LAYOFF

15.01 A layoff may occur as a consequence of reorganization, closing down of a program, financial constraints or a slowdown in the operation.

No new employees shall be hired while there are permanent bargaining unit employees on layoff, unless the laid off employees have been offered the work/are unable to perform the work available.

In any event, such work performed by permanent bargaining unit laid off employees should not be performed by non-unionized employees not covered by the Collective Agreement unless the layoffs are as a consequence of financial constraints.

15.02 In the event of a layoff, the Employer agrees to provide as much advance notice as possible.

15.03 At the same time the employees are given notice of layoff the Employer shall provide to the Chairperson of the Union Committee with a list of employees to be laid off or recalled, as well as any cancellation of such notice.

15.04 The parties agree to meet, if requested, in order to examine alternative staffing options in order to avoid or minimize the impact of a layoff.

15.05 Employee(s) affected will be allowed to displace the junior employee who is employed in the same or in a lesser paid occupation, provided that they are qualified and able to perform the available work at the time of the displacement.

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

- i) Accept the layoff which shall be confirmed by the employee, or;
- ii) Elect to exercise bumping rights on the following basis and shall communicate such decision to bump to the Employer within two (2) working days of receipt of notice of layoff.

(a) bump an employee with less seniority as per Article 15.5 above.

## ARTICLE 16: JOB POSTING

- 16.01 Successful applicants shall be awarded or paid the rate of the posted job within seven (7) calendar days after the end of the application period unless the employee is unavailable for work, a replacement has not been secured or a training period is required.
- 16.02 The parties recognize that in order to provide the best possible service, selection will be made of the most qualified applicant, based on the applicant's skill, ability, relevant qualifications, education, work performance and experience for the position.
- 16.03 Where these factors are relatively equal amongst the applicants considered for the position, bargaining unit seniority shall govern, provided that the successful candidate, if any is able to perform the available work.
- 16.04 **Trial Period:**
- (a) The successful applicant will receive a full explanation and will be shown the duties of the position to enable **them** to demonstrate **their** ability to sufficiently perform the work within a reasonable period of up to thirty (30) working days, which may be extended by mutual agreement in writing. Failing to demonstrate **their** ability to sufficiently perform the work, the employee shall return to **their** former position without loss of seniority. During this trial period, management may fill the successful applicant's former position at its discretion. After the trial period, the applicant's former position shall be posted, if the position must be filled.
  - (b) **The Union and the Employer agree to a trial period of three (3) months for the positions of Case Manager, Shelter Diversion Worker, and Client Services Facilitator. This extended trial period will allow the Employer to assess the employee skills, abilities and performance in the position and provide an opportunity to determine fit, given the complexity of these roles. As per article 16.04 a) of the Collective Agreement, this trial period may be extended by mutual agreement in writing. Employees who fail to demonstrate the ability to sufficiently perform the work shall return to their former positions without loss of seniority. During the trial period, the Employer may fill the successful applicant's former position at its discretion. After the trial period, the applicant's former position shall be posted, if the position must be filled.**
- 16.05 Temporary vacancies of up to two (2) years, which are expected to exceed thirty (30) days will be posted and filled as a temporary vacancy as per Article 16.

- 16.06 A Regular Part-Time position is defined as a consistent block of shifts based on four (4) guaranteed shifts on a weekly basis, for a total of thirty-two (32) hours per week. Regular Part-Time positions shall be posted and filled in accordance with Article 16 of the Collective Agreement.
- 16.07 Whenever forty (40) hours shall be regularly available to a single casual employee in excess of relief work performed to replace full-time employees who are absent due to bereavement, sickness, accident, vacation, or statutory or other leaves, then another full-time position shall be posted in the bargaining unit.

#### **ARTICLE 17: CHANGE IN CLASSIFICATION**

- 17.01 When Management creates a new bargaining unit position, or a bargaining unit job is substantially changed such that it becomes a new classification, management will establish a rate of pay and advise the Union of that rate of pay and the reason(s) it was established.

If the Union disagrees with the rate of pay established by management, they will explain their concerns to management and propose an alternate rate of pay and explain.

The Union may grieve the Employer's decision.

- 17.02 Voluntary Transfer

An employee requesting a voluntary transfer from a higher rated position who is subsequently transferred to the lower rated position shall be paid the rate applicable to the lower rated position at the increment step appropriate to the employee's continuous service with the Employer based on the employee's anniversary date.

#### **ARTICLE 18: TEMPORARY ASSIGNMENT**

- 18.01 When Management assigns an employee to a higher rated job, the employee shall receive the higher rate of pay for all hours worked in the new bargaining unit position.
- 18.02 Employees temporarily assigned to a lower rated job, shall receive the rate of pay of their regular classification. For clarification, an employee who volunteers/applies for/bumps into a lower rated position receives the rate of pay for the position **they are filling**.

## ARTICLE 19: SICK LEAVE

- 19.01 **Subject to any limitations under employment standards legislation, sick leave extending three (3) or more consecutive days for any employee requires a doctor's certificate. Employees are to attach the medical certificate to their next time slip, or give it to a Senior Manager.**
- 19.02 An employee may also be required to produce adequate medical documentation from a physician(s) of the employee's choice when there is a concern about the high use of sick leave or the validity of the sick leave claim or there is a concern about their being able to perform the duties of their position due to illness or accident. In these circumstances, the Employer will pay up to \$50.00 for the cost of any medical documentation required.
- 19.03 Accumulation of Sick Leave for full-time and Regular Part-Time employees and casual employees will be as follows:
- (a) From the date of hire full-time employees will be entitled to receive one (1) day of sick leave deposited in their sick leave bank each month, based on a forty (40) hour work week. To qualify for this sick leave, employees must have worked at least fifteen (15) days in the month. These employees will be eligible for incidental sick leave after the completion of the probationary period.
  - (b) Employees with unused accumulated sick leave as at the date of ratification will be entitled to be paid 50 percent of the accumulated balance upon termination. If an employee's sick bank is at 10 days or less as at December 31 in any year of this Agreement, the sick leave bank will not be cashed out unless requested by the employee.
  - (c) Prior to December 31 of each year, employees with unused accumulated sick leave in that year will be paid 50 percent of the accumulated sick leave at the salary they are earning at that time. At no time will an employee be permitted to have more than ten (10) days in their sick leave bank. Any employee wishing to bank such leave in any year must advise the Employer prior to December 1 of that year. Sick leave may not be banked for any employee with ten (10) or more days in their sick leave bank.
  - (d) Casual employees holding this position on the date of ratification of this collective agreement shall have their casual sick leave entitlement grandfathered. Casual employees hired after ratification shall not have any entitlements to sick leave under Article 19.03(a) through (c).

- 19.04 Following the conclusion of the probationary period, full-time and Regular Part-Time employees will receive 4.62% of their hours worked as sick leave hours. These employees will be eligible for incidental sick leave after the completion of the probationary period.
- 19.05 Three (3) of the above sick days per year may be used for family medical reasons.

## ARTICLE 20: LEAVES OF ABSENCE

### 20.01(a) **Pregnancy and Parental Leave:**

Pregnancy and Parental leave will be granted in accordance with the *Employment Standards Act*.

The Employer's contributions for any benefit plans will be administered in accordance with the *Employment Standards Act*. The employee may elect to continue coverage of all benefits other than sick leave/LTD and pension. The Employer will continue to pay their share of the premiums.

### (b) **Birth and Adoption Leave:**

We will provide for a one (1) day paid leave at the time of the birth or adoption of a child.

### 20.02 **Court Appearances:**

- (a) An employee may claim for time spent in work-related court appearances.
- (b) An employee may claim for time spent in any Form 2 proceedings as directed by the Program Manager.
- (c) An employee may claim for the parking for the time period spent in work related court appearances or Form 2 proceedings. The Employer is not responsible for any parking tickets received by employees while in attendance at work related court appearances or Form 2 proceedings.

### 20.03 **Jury Duty:**

An employee required for Jury Duty will receive full pay for an absence of one (1) week in addition to any fees received. An employee required for longer than one (1) week will receive regular full salary, less any fees collected.



- 20.04 **Bereavement Leave:**
- (a) The Employer agrees to grant a leave of absence in the event of the death of a member of the employee's immediate family.
  - (b) "Immediate Family" shall include the employee's spouse including common-law spouse, child including step-child, mother, father, sister, brother, father-in-law, mother-in-law, grandparents, aunt and uncle, son/daughter-in-law, grandchild including step-grandchild, ward or guardian.
  - (c) The employee who takes such leave shall suffer no loss of regular earnings for up to three (3) days when such leave is taken between the date of the death and the date of the funeral.
  - (d) For clarity, the above provisions shall not apply to an employee on vacation, sick leave or other leave of absence.
- 20.05 **Union Leave:** If an employee is elected to a full-time position to the union that requires an extended Leave of Absence, the leave will be granted up to the expiry of the Collective Agreement without pay or benefits.
- 20.06 Position outside the Bargaining Unit – An employee taking a position outside the bargaining unit shall not accumulate seniority while in that position and in the event that the employee does not return to the bargaining unit within twelve (12) months, they shall lose all bargaining unit seniority.
- 20.07 **Personal Leave of Absence:** Employees may request a personal Leave of Absence from work without pay or benefits. In its sole discretion, Management may grant such leave after the employee has used his accrued vacation as operational requirements permit.
- 20.08 If an employee is required by the Employer to upgrade **their** drivers licence, the Employer shall pay the fees for taking the test when it is successfully passed and shall grant the employee time off, without loss of regular pay, in order to take such test. An employee will be granted a reasonable amount of time off without loss of regular pay to prepare for the test, if required.

## ARTICLE 21: LABOUR MANAGEMENT COMMITTEE

- 21.01 Recognizing the benefits of mutual consultation and the parties' commitment to provide the best service to the Employer's clients, the Employer will meet with members of the Local Executive for regular meetings of a Labour Management

Committee. The committee will meet every three (3) months or as required by the parties.

Such meetings will be used to discuss matters of concern to both parties, other than matters relating to grievances or negotiations.

An agenda will be exchanged by the parties one (1) week in advance. Labour Management meetings will be held during the Employer's core hours of operation and such employees attending shall not lose regular pay while attending such meetings.

- 21.02 **Negotiating Committee:** The union negotiating committee is comprised of the unit chair and two members who are elected or appointed from amongst employees who have completed their probation period.

The Union shall advise the Employer of the names of these members.

If negotiations are conducted during regular working hours, the Employer agrees to maintain the regular pay of these three (3) employees for time spent in direct negotiations with the Employer, up to and including conciliation, to a maximum of sixty-four (64) hours.

## ARTICLE 22: HEALTH AND SAFETY

- 22.01 The Employer agrees to make reasonable provisions for the maintenance of proper standards of health and safety in the workplace. The Employer shall comply with applicable provincial health and safety legislation and regulations.
- 22.02 **Health & Safety Committee:** The Employer and the Union shall establish and maintain a Health & Safety Committee and the Employer recognizes the right of the Union to participate in the formation and operation of this Committee. The Committee shall be composed of members as required by the *Occupational Health and Safety Act* and meetings will be scheduled in accordance with the *Occupational Health and Safety Act* or more frequently as required by the parties. Meetings of this Committee shall be held during employees' normal working hours and employees' pay shall be maintained during this time.
- 22.03 **Training and Instructions:**
- No employee shall be required or allowed to work alone on any **program until they have** received proper training and instruction.
- 22.04 **Disclosure of Information:** The Employer agrees to provide the MSDS information for all products used in the workplace, to both the Union and the Committee.

- 22.05 Employment of Disabled Workers: The Employer supports the accommodation of disabled employees and agrees to respect its obligations under existing human rights legislation.
- 22.06 **First Aid Attendants:**
- (a) There shall be first aid attendants present on all shifts who shall be members of the bargaining unit.
  - (b) The Employer shall pay for the fees, textbooks and lost time of all first aid attendants who successfully complete a first aid course.
- 22.07 **Injured Workers:**
- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at **their** regular rate of pay.
  - (b) Such employee shall be provided with transportation to his/her doctor's office or hospital and to **their** home.
- 22.08 The Employer shall provide a bulletin board for the exclusive use of the Health and Safety Committee.
- 22.09 National Day of Mourning: Each year on April 28 at 11:00 a.m., where operational requirements permit, work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.
- 22.10 **Joint Return to Work Committee (JRTWC)**
- The Employer agrees to consult with the Union in circumstances where a return to work meeting is required.
- 22.11 **Safety Equipment**
- The Employer will provide reimbursement up to a maximum of **one hundred and fifty dollars (\$150.00)** for work boots once every year upon receipt of proof of purchase.

#### **ARTICLE 23: UNIFORMS**

- 23.01 The Employer will provide five (5) t-shirts to each of the maintenance and cleaning staff.
- The expectation will be that the maintenance and cleaning staff will adhere to this uniform policy by wearing their staff t-shirts when on duty.

## ARTICLE 24: PAID HOLIDAYS

24.01 Permanent full time employees are entitled to the following ten (10) paid holidays:

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

24.02 Full time employees who qualify as per the Employment Standards requirements for payment of Statutory Holidays shall receive their normal pay for the day.

24.03 Casual and Regular Part-Time employees who qualify as per the *Employment Standards Act* will receive payment as per the Act.

24.04 Employees shall be entitled to one (1) spiritual/renewal day per calendar year.

## ARTICLE 25: VACATION

25.01 Casual and Regular Part-Time employees will be given no less than the four percent (4%) of their gross pay after twelve (12) months of employment. This will establish a vacation date.

- (a) Vacation is to be taken as scheduled time off.
- (b) Once full time status is granted, four percent (4%) of gross earnings from the last vacation date to the date of full time will be held for scheduled time off. Full-time vacation remains the same.

- (c) Vacation will normally be taken in one (1) week blocks. The Employer will assess employee's requests for periods of less than one (1) week on an individual basis.

When their twelve (12) month anniversary occurs, casual and Regular Part-Time employees will be advised as to how much vacation time they have accumulated.

- (d) **Casual and Regular Part-Time employees will be given six percent (6%) of their gross pay after five (5) years of employment.**
- (e) **Regular Part-Time employees will be granted eight percent (8%) after five (5) years of continuous RPT service based on working a full thirty-two (32) hr work week for fifty-two (52) weeks.**

**(f) Regular Part-Time employees will be granted ten percent (10%) after ten (10) years of continuous RPT service based on working a full thirty-two (32) hr work week for fifty-two (52) weeks.**

- 25.02 After working one (1) year as a full-time employee, (i.e. one year after vacation date) a staff is entitled to fifteen (15) vacation days based on working a full forty (40) hour work week the full year.
- 25.03 After five years of continual full-time service a full-time employee is entitled to twenty (20) vacation days per year based on working a forty (40) hour work week for fifty-two (52) weeks.
- 25.04 After ten (10) years of continual full-time service, a full-time employee is entitled to twenty-five (25) vacation days per year based on working a full forty (40) hour work week the full year.
- 25.05 After fifteen years of continual full-time service a full-time employee is entitled to thirty (30) vacation days per year based on working a full forty (40) hour work week the full year.
- 25.06 Requests for vacation for July/August and December/January, shall be made prior to May 15 and October 15 respectively. Requests will be granted by seniority, otherwise requests will be considered on a first come, first served basis, subject to operational requirements.
- 25.07 Full-time employees may take five (5) days of vacation after their first six (6) months upon request and at the discretion of the Employer. All requests for summer vacation leave are to be made by the fifteenth (15<sup>th</sup>) of May, and will be granted by seniority; otherwise requests will be considered on a first come, first served basis.
- 25.08 Vacation time is not cumulative and must be used up before the next vacation date. Exceptions may be made on request. Request for vacation deferral will be granted subject to operational requirements where the request is accompanied by a plan for the vacation usage in the following year.
- 25.09 Vacation will be granted based on the Employer's operational requirements and seniority.
- 25.10 For the sake of health, employees are required to use their vacation during the twelve (12) months after it is earned or it will be scheduled for them. Exceptions may be made on request and the employee credited with the dollar amount of any unused vacation time.
- 25.11 The year of reference to determine the duration of annual vacations is the anniversary date of employment.

- 25.12 In the event of conflict in vacation requests between two (2) or more bargaining unit Employees, seniority shall be the deciding factor.
- 25.13 After the posted vacation schedule has been made as per the clauses above, vacation will be granted to employees based on operational requirements on a first come-first served basis. Employees who do not choose their vacation by May 15, may not use their seniority to bump out junior employees who have already booked their vacation.

**ARTICLE 26: DENTAL, MEDICAL, LIFE, LONG-TERM DISABILITY AND R.R.S.P.**

- 26.01 The benefits provided under the Group Insurance Plans between the Shepherds of Good Hope and the insurance companies contracted to provide the coverage at the time of ratification, shall apply to all eligible permanent full time employees.
- 26.02 The Employer reserves the right to change insurance carriers if it is advantageous to do so. In such case, they will make every effort to ensure that any new carrier provides substantially the same benefit levels.
- 26.03 Regular Part-Time employees shall be entitled to family benefits coverage for Dental and Medical Insurance in accordance with the Group Insurance Plans between the Shepherds of Good Hope and the insurance companies contracted to provide the coverage at the time of ratification.
- 26.04 **The Employer agrees to pay seventy percent (70%) of the cost of the plan, with the exception of long-term disability, as outlined in the employee benefit handbook, and as amended from time to time for all eligible permanent full-time and regular part-time employees.**
- Permanent full-time and regular part-time employees are responsible for one hundred percent (100%) of their long-term disability benefit costs.**
- 26.05 The Employer agrees to contribute to a Group R.S.P. on behalf of all eligible permanent full-time employees. Participation in the plan is mandatory for all new full-time staff. Full-time staff make a contribution of not less than four percent (4%) of their gross earnings per pay. A matching contribution up to a maximum of six percent (6%) of the basic earnings for a forty (40) hour week is made by the Employer. Those staff who remove funds from the Group R.S.P. **with the exception of home buyers plan, lifelong learning plan, or serious illness resulting in leave** will no longer receive contributions from the Employer until such time as the full amount removed from the Group R.S.P. has been repaid to the Group R.S.P.

Regular Part-Time employees shall participate in the Group R.S.P. in accordance with Article **26.05 after 3328 hours of continuous** service in the Regular Part-Time position.

- 26.06 An employee who is medically certified as being injured or sick as to not to be able to attend work and the employee continues to pay their portion of the benefit premiums, then the Employer shall maintain the Employer's portion of the employee's benefits coverage for dental, medical and life insurance for up to one (1) year.
- 26.07 All benefits provided shall include same sex benefits.
- 26.08 The employer agrees to provide employees with retirement counselling on an annual basis.

#### **ARTICLE 27: CORRESPONDENCE**

- 27.01 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Executive Director of the Employer, his delegate, and the President of the Local or his designate.
- 27.02 The Union agrees to keep the Employer informed in writing of the list of officers of the Local Union and any changes in same.
- 27.03 It is the duty of each employee to ensure that the Employer has on file, an accurate copy of the employees address and telephone number. Notices required to be sent to the employee will be deemed to have been received if they are sent to the last address on file.

#### **ARTICLE 28: BULLETIN BOARD**

- 28.01 The Employer shall provide bulletin Boards for the exclusive use of the Union in all buildings.

#### **ARTICLE 29: BARGAINING UNIT WORK**

- 29.01 The Employer agrees that non union employees, managers, volunteers etc. will not perform bargaining unit work if doing so would result in a layoff or prevent the recall of a bargaining unit employee.
- 29.02 The Employer shall not contract out bargaining unit work if doing so would result in a layoff or prevent the recall of a bargaining unit employee.

### **ARTICLE 30: EMPLOYEE LOANS**

- 30.01 The Employer agrees to maintain a loans policy to assist employees in dealing with emergency situations. The granting of an employee loan is in the absolute unfettered discretion of the Employer. The Union recognizes and agrees that the issue of the granting of a loan may not be the subject of a grievance pursuant to Article 10.

### **ARTICLE 31: SALARY DEFERRAL LEAVE**

- 31.01 The Employer agrees to maintain the Deferred Salary Leave Policy to allow up to two (2) employees at any one time to take a self-funded leave of absence. Requests for additional employees will be assessed at the sole unfettered discretion of the Employer.

### **ARTICLE 32: PAY ADVANCES**

- 32.01 Pay advances may be made up to three (3) times a year per employee in cases of extreme emergency. Pay advances are granted at the sole unfettered discretion of the Employer.

### **ARTICLE 33: PAID EDUCATION LEAVE**

- 33.01 The Employer agrees to pay into a special fund an amount of one thousand two hundred and fifty dollars (\$1250.00) annually to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

**Unifor Paid Education Leave Program  
205 Placer Court, Toronto, ON M2H 3H9**

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.



#### **ARTICLE 34: POLICIES AND PROCEDURES**

- 34.01** When the Employer is developing a new written policy or procedure that is to be communicated to employees and which will apply to bargaining unit members covered under this Agreement, the Employer will forward such policy or procedure to the Union in writing prior to the implementation.

#### **ARTICLE 35: VIOLENCE AGAINST WOMEN**

- 35.01** The parties recognize that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when it is shown that it is more likely than not that violence or abuse explain a female employee's attendance or performance problems, this will be given full consideration.

This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and affected employees, and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

#### **ARTICLE 36: WOMEN'S ADVOCATE**

- 36.01** The Union and the Employer agree to have an employee designated for training on workplace issues affecting women. The Employer agrees to release an employee on a one time basis for five (5) days with pay and to compensate the Union one thousand dollars (\$1000.00) for the cost of such training. The Employer will in addition release the employee annually for three (3) days' pay for refresher training. Workplace issues affecting women may be discussed at labour management meetings. The Union shall appoint the women's advocate.

The parties recognize and agree that, in addition to women's issues, other gender issues may be addressed to and by the women's advocate. For clarity, other gender issues may include issues affecting, without limitation, LGBTQ2S+ issues.

#### **ARTICLE 37: CLASSIFICATIONS AND WAGES**

- 37.01** Attached hereto and forming part of the Collective Agreement, marked as Schedule "A", are the classifications and wage scales.

**ARTICLE 38: DURATION**

**38.01** This agreement shall remain in effect until December 31, **2022**.

SIGNED at Ottawa, Ontario, this 11 day of March, 2019.

**UNIFOR AND ITS LOCAL 8300**

S. ABT  
K. Brooks  
Jasmin S. [Signature]  
[Signature]

**SHEPHERDS OF GOOD HOPE**

Dorinda [Signature]  
[Signature]  
[Signature]

## SCHEDULE "A" UNIFOR WAGE SCALE

### Schedule A - Unifor Wage Scale

Classification	Date	Starting %	Top %	Starting Wage	Top Wage
Front Line Worker	01-Jan-18	4.10%	1.30%	\$14.50	\$21.49
	01-Jan-19	3.50%	1.40%	\$15.01	\$21.79
	01-Jan-20	6.70%	1.40%	\$16.01	\$22.10
	01-Jan-21	1.50%	1.75%	\$16.25	\$22.49
	01-Jan-22	1.50%	2.00%	\$16.50	\$22.94
Case Manager	01-Jan-18	0.75%	1.30%	\$20.88	\$24.44
Diversion Worker	01-Jan-19	0.75%	1.40%	\$21.04	\$24.78
	01-Jan-20	0.75%	1.40%	\$21.19	\$25.13
	01-Jan-21	0.75%	1.40%	\$21.35	\$25.48
	01-Jan-22	0.75%	1.40%	\$21.51	\$25.84
Client Service	01-Jan-18	0.75%	1.30%	\$18.07	\$21.94
Facilitator	01-Jan-19	0.75%	1.40%	\$18.21	\$22.25
	01-Jan-20	0.75%	1.40%	\$18.34	\$22.56
	01-Jan-21	0.75%	1.40%	\$18.48	\$22.88
	01-Jan-22	0.75%	1.40%	\$18.62	\$23.20

**Schedule A - Unifor  
Wage Scale con't**

Maintenance	01-Jan-18	0.75%	1.3%	\$17.36	\$20.19
	01-Jan-19	0.75%	3.0%	\$17.49	\$20.80
	01-Jan-20	0.75%	3.0%	\$17.62	\$21.42
	01-Jan-21	0.75%	3.0%	\$17.75	\$22.06
	01-Jan-22	0.75%	3.0%	\$17.89	\$22.72
Cleaners	01-Jan-18	10.02%	1.3%	\$14.50	\$15.74
	01-Jan-19	3.45%	3.5%	\$15.00	\$16.29
	01-Jan-20	3.33%	3.5%	\$15.50	\$16.86
	01-Jan-21	0.75%	3.5%	\$15.62	\$17.45
	01-Jan-22	0.75%	3.5%	\$15.73	\$18.06

**Pay Increments**

All classifications receive .50 every six (6) months based on full-time hours until the top rate is achieved. For all employees working less than forty (40) hours per week, the following formula will apply:

Hours	Amount of Increase
910	0.50
624	0.40
192	0.25

As soon as a casual employee becomes permanent full time, they receive a onetime increase of \$1.00 per hour up to the current maximum.

**\*All employees currently working at SGH at the time of ratification will be grandfathered in regards to pay increments and the previous CBA wording will apply.**

## LETTER OF UNDERSTANDING #1: BENEFITS

### **Renewed**

The Employer will increase the maximum coverage for Chiropractic and Physiotherapist to one thousand dollars (\$1000.00) per year per service, and Kinesitherapist, Massage Therapist and Orthotherapist to a combined maximum of one thousand dollars (\$1000.00) per year.

**The Employer will increase the maximum coverage for Psychologist, MSW and Clinical Counselor from five hundred dollars (\$500) to one thousand dollars (\$1000) per year.**

## LETTER OF UNDERSTANDING #2: WORKPLACE HARASSMENT

### Application

In matters of workplace harassment, the Employer's Mutual Respect Policy, as amended, shall be followed. However, where the complainant or respondent in a harassment complaint is an employee represented by the Union, this Letter of Understanding shall supplement the Mutual Respect Policy and in cases of conflict shall override it. For clarity, in harassment complaints where the complainant and respondent are not represented by the Union this Letter of Understanding shall not apply.

### Reporting

Harassment complaints may be reported initially either to a Union investigator or an Employer investigator, at the complainant's choice.

### Joint Investigation

The Employer agrees to establish a joint harassment investigation committee consisting of three (3) members of management and three (3) employees appointed by the Union. At least one (1) member from each side shall be female.

Each member of the committee will receive investigation training that will be provided by Unifor in Ottawa.

For the first group of six (6) investigators appointed, the reasonable costs of the investigation training will be split equally between the Employer and the Union. Thereafter training costs to replace an investigator who resigns their investigation role shall be borne by the part who has to replace their resigned investigator.

Harassment complaints to which this Letter of Understanding applies shall be jointly investigated.

Joint investigations shall be carried out in a timely fashion, following jointly agreed procedure.

Joint investigations shall be confidential except as may be required to complete the investigation.

The parties agree that their investigators are required to act impartially, free of conflict of interest and that they shall not be responsible for any disciplinary decision making. The parties further agree that neither shall attempt, directly or indirectly, to influence the investigators during an active investigation so as to maintain impartiality.

Each investigation shall be carried out by one (1) Employer and one (1) Union investigator. In a case involving allegations of sexual harassment, at least one member of the investigation team must be a woman.

As both a matter of fairness and efficiency, all investigation work done, including report writing, shall be done during normal paid working hours and shall be done with both investigators present. Both investigators, while ensuring the fairness and impartiality of the investigation, shall strive to complete the investigation efficiently and without unreasonable interference and with their regular duties.

Upon conclusion of an investigation, the assigned investigators will jointly prepare a written statement of their findings which shall be given to the Employer, who shall then determine what, if any, corrective steps need to be taken as a result. The assigned investigators will seek consensus on their findings. However, if they cannot agree on one or more points, they shall clearly indicate in their report on which they do agree, and those on which they disagree.

If there is any disagreement on one or more points in the investigation, this shall not prevent the Employer from making any decisions about: how points of disagreement may be reconciled or resolved; factual conclusions that may be drawn from the divergent findings; or, what, if any, corrective action may appropriately be taken as a result of the investigation.

If the Employer determines in good faith that an investigation assigned is being unreasonably delayed or obstructed, it may cancel the joint investigation mandate and assign investigation to an alternative investigator, whether internal or external.

*SB:ht cope 343*