

Collective Agreement

between

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

and

**The Salvation Army
Broadview Village**

DURATION: May 27, 2022 – May 26, 2025



Giving
Hope
Today

Sector 2B
5-550-5451-20250526-2B

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PREAMBLE

The parties seek to establish a caring and supportive atmosphere in The Salvation Army Broadview Village and agree to support a living and working environment based on mutual respect.

ARTICLE 1 – GENERAL PURPOSE

- 1.01 The general purpose of this Collective Agreement is to establish and maintain harmonious relations between the Employer and its employees, represented by the Union, set out the rates of pay and working conditions, establish procedures for the settlement of disputes and grievances which may arise between the parties for all employees who are subject to the provisions of this Agreement, all as set forth in this Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Public Service Employees Union as the sole bargaining agent for all employees of The Salvation Army Broadview Village in the City of Toronto, save and except Day Program Coordinator, Coordinator of Administration and Property Services, Residential Managers and persons above the rank of Residential Manager as per the certification issued by the Ontario Labour Relations Board on October 24, 1995.
- 2.02 The Employer shall continue to utilize persons outside the bargaining unit to perform work currently being done by bargaining unit members but only in areas where this practice has been established.
- 2.03 The word "employee (s)" when used in the Agreement shall mean persons included in the above-described bargaining unit.
- 2.04 Spouse as referred to in this Collective Agreement is as defined in the *Family Law Act*.
- 2.05 Any expression of gender shall include all genders.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the management of The Salvation Army Broadview Village and the direction of the work force are fixed exclusively in the Employer, except where altered by the funding ministries, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency; to establish, alter and enforce reasonable rules and regulations, policies and practices governing the conduct of the employees.

- b) select, transfer, hire and control the working force and employees; layoff, classify, direct, promote, demote, train, discharge, suspend, or otherwise discipline employees for just cause; provided that a claim of discriminatory discipline, suspension, demotion or transfer, or a claim by an employee who has served his/her probationary period that s/he has been discharged without just cause, may be the subject of a grievance and dealt with as hereinafter provided; to operate and manage the facility in its entirety.
- c) determine, in the interest of the efficient operation and high standard of service, the job content, rating and classifications, work assignments, methods of doing the work, and the working establishment for the service.
- d) determine the kind, location and number of the Employer's establishments, the extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; the standards of performance; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; the qualifications of employees; the number of employees needed by the organization at any time; the number of hours to be worked; starting and quitting times, methods to be used to ensure security of the property, and generally the right to manage the operation and its business without interference are solely and exclusively the right of Broadview Village.

ARTICLE 4 – HUMAN RIGHTS

- 4.01** The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there should be no discrimination, restraint, intimidation, harassment or coercion practiced or permitted by the Employer or the Union or any of the representatives against any employee because of sex, sexual orientation, age, marital status, family status, handicap/disability, record of offences, race, colour, creed, ethnic or place of origin, ancestry or citizenship.

Should the Employer develop any further policies about harassment and discrimination in the workplace the Employer will provide an opportunity for review with the Union.

There shall be no discrimination or harassment by reason of an employee's membership or activity in the Union.

- 4.02** All employees have the right as provided for under the *Human Rights Code* to file a complaint with the Human Rights Commission as it relates to discrimination on one of the prohibited grounds.

In the event an employee is of the belief s/he is subject to harassment or discrimination that employee may also wish to consider accessing the Employer's formal process as outlined in the Personnel Policy on "respect in the workplace" and/or filing a grievance under Article 13 of the Collective Agreement at Step 2.

Regardless of which mechanism the employee chooses to bring a Human Rights complaint to the Employer's attention a thorough investigation will be conducted of all complaints.

ARTICLE 5 – EMPLOYMENT CATEGORIES

5.01 Regular Full-Time - employees who regularly work thirty (30) hours or more on a continuous basis.

Regular Part-Time - employees who regularly work less than thirty (30) hours on a continuous basis.

Temporary Full-Time - Staff employed for a specified period of time, replacing an employee on leave. Staff employed for a specific period of time to perform a special project not exceeding twelve (12) months. These employees work a minimum of thirty (30) hours per week.

Temporary Part-Time - Staff employed for a specified period of time, replacing an employee on leave. Staff employed for a specific period of time to perform a special project not exceeding twelve (12) months. These employees regularly work less than thirty (30) hours per week.

Relief - Defined as one who is employed on an as needed basis to meet short-term or emergency staffing needs.

ARTICLE 6 – RELIEF EMPLOYEES

6.01 Relief employees will be maintained on a relief list at one or multiple locations according to the site's needs and the individual's availability when hired.

6.02 Should a relief employee not have worked a shift for a period of six (6) months the Employer shall:

- a) remove the employee from the appropriate site's relief list where s/he has not worked a shift during the six (6) month period; or,
- b) remove the employee from all relief list(s) and have his/her employment terminated if s/he has not worked a shift within the six (6) months at any of the locations.

6.03 Relief employees accumulate seniority in accordance with Article 15.04.

6.04 All relief positions shall be posted in accordance with Article 17. All employees shall have the opportunity to be included on the relief for their site.

6.05 Employees who have resigned their position at Broadview Village, who are not currently on a relief list, may apply to have their name included on the relief list where there is availability in accordance with Article 6.01.

ARTICLE 7 – STRIKE OR LOCKOUT

- 7.01 The Union undertakes and agrees that while this Agreement is in operation they shall not take part in or call or encourage any strike against the Employer and the Employer agrees that there shall be no lockouts during the life of this Agreement.

The words "strike" and "lockout" shall be deemed to have the meaning given to those records in the *Ontario Labour Relations Act*.

ARTICLE 8 – UNION DUES CHECK-OFF

- 8.01 The parties agree that all employees in the bargaining unit become members of the Union from day one (1) of employment.
- 8.02 All bargaining unit employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues. With regard to new bargaining unit employees, deductions are effective from the first day of employment.
- 8.03 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.
- 8.04 Union dues submission as indicated above could be done electronically to an account identified by the Union.
- 8.05 Where possible the Union will give the Employer thirty (30) days' notice of any dues increase, prior to the change becoming effective. Any change to be coincident with the start of a pay period.
- 8.06 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.
- 8.07 **Printing of the Collective Agreement**

The parties will equally share in the cost of printing the Collective Agreement and in distributing sufficient copies to employees.

ARTICLE 9 – BULLETIN BOARDS

- 9.01 The Employer agrees to permit the Union space on bulletin boards in each location with bargaining unit employees for the purpose of posting notices of meetings and other Union business and affairs. It is agreed, however, that such notices shall first be approved by the Steward.

ARTICLE 10 – UNION REPRESENTATION

- 10.01 The Union will keep the Employer informed in writing of its Executive body, committees, and local representatives.
- 10.02 a) For the purposes of this Agreement, the name and position of each representative in whatever capacity, from time to time as selected, shall be

given to the Employer in writing without delay along with a list of the areas each represents and the effective date of their respective appointments.

- b) Attendance of an OPSEU representative on premises requires the prior approval of the Executive Director or designate. Access shall not be unreasonably denied.

10.03 Negotiating Committee

The Employer will recognize a Negotiating Committee of up to three (3) representatives for contract negotiations. During the days that the Employer and employees meet for negotiations, wages and entitled benefits for the three (3) representatives will be paid by the Employer up to and excluding conciliation.

ARTICLE 11 – LABOUR/MANAGEMENT COMMITTEE (LMC)

11.01 The Labour/Management Committee (LMC) shall be a permanent joint committee in which the Employer and the Union shall be represented with up to three (3) representatives. Each party shall keep the other informed of its nominees to the Committee. The parties shall meet to discuss and conference with respect to matters which concern the Employer/employee relationship and working relationship between management of Broadview Village and the Union representatives. The Employer will endeavour to share information and/or reports that impact employees. This will not be the forum for issues being handled as per Article 13 of the Collective Agreement.

11.02 The Committee shall meet every second month if agenda items are submitted at least one (1) week prior to the scheduled meeting date, or at the request of either party.

11.03 Members of the Labour/Management Committee (LMC) will not have their regular wages reduced while in attendance at Labour/Management meetings conducted during the employee's regular hours of work.

ARTICLE 12 – HEALTH & SAFETY

Joint Occupational Health and Safety Committee

12.01 a) It is a mutual interest of the parties to promote a healthy and safe workplace and minimize the risk of workplace injuries, disabilities or illness. The Employer shall provide orientation and training in health and safety to new and current employees.

- b) The Employer shall maintain a Joint Occupational Health and Safety Committee under the auspices of the *Occupational Health and Safety Act*. Time spent at meetings and for carrying out duties and responsibilities shall be credited at the employee's regular hourly rate or premium rate as applicable (Team Leader).

- c) The Joint Occupational Health and Safety Committee shall be comprised of representation from the Employer and the Union. The Committee shall be minimally comprised of four (4) bargaining unit members and four (4) management personnel.
 - d) The Committee shall meet quarterly unless the parties mutually agree upon an alternative date or more often as deemed necessary.
 - e) Such committee shall identify potential dangers and hazards, review current safety policies and procedures and make recommendations to improve the health and safety program.
 - f) At least two (2) members (one (1) management and one (1) Union member) will be certified workers as defined under the *Occupational Health and Safety Act*. Such training will be provided by an organization recognized by the Ministry of Labour. Such member will be deemed to be at work while the member is fulfilling the requirements for becoming certified.
 - g) The Employer agrees to provide safety equipment as follows: fully-stocked first aid box in each location and protective gloves.
- 12.02** Where the Employer requires an employee to wear safety shoes, the Employer and employee will co-share the costs of such safety shoes on a 50/50 basis to an Employer maximum of one hundred dollars (\$100.00) once every two (2) years.

12.03 Violence in the Workplace

The Employer shall take necessary measures to protect employees from violence at work in accordance with The Salvation Army's policies and procedures.

Training will be provided to employees on the causes of aggression, the factors that precipitate aggression, recognition of warning signs, prevention of escalation, and the control and diffusion of aggressive situations.

- 12.04** In consultation with the Joint Occupational Health and Safety Committee, the Employer will undertake to review current safety policies and procedures and to revise and develop safety policies and procedures that are clear, concise and consistent to address the issue of violence in the workplace.

In situations where the Employer has determined the actions of a client are aggressive, the Employer will ensure that adequate Health and Safety policies and procedures are in place.

When an incident of violence occurs in the workplace:

- an Incident Report will be completed by the employee and their Manager as per Incident/Accident Report Form;
- the Incident Report will be sent to the Executive Director or designate and the Joint Occupational Health and Safety Committee;
- The Joint Occupational Health and Safety Committee will review the Incident Report and make recommendations to the Executive Director or designate.

12.05 Workplace bullying and psychological harassment is defined as unwanted conduct, comments, actions or gestures that affect an employee's dignity, psychological or physical health and well-being. Bullying and psychological harassment may result from actions of one (1) individual towards another, or from the behaviour of a group. Bullying and psychological harassment are often characterized through insulting, hurtful, hostile, vindictive, cruel or malicious behaviours which undermine, disrupt or negatively impact another's ability to do his or her job and results in a harmful work environment for the employee(s). Bullying and psychological harassment can take many forms and may occur when the behaviour or conduct:

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

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 For the purposes of this Article working days shall exclude Saturday, Sunday and statutory holidays.

13.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

Grievances shall state the nature of the grievance, facts being relied upon, relevant sections of the Collective Agreement that have allegedly been violated and the redress sought.

13.03 The time limits and other procedural requirements set out in Articles 13 & 14 are mandatory and not merely directory, therefore failure to put a grievance in writing in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance by the grievor.

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

13.04 All grievances shall proceed according to the following steps:

Complaint

If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of this Agreement, the employee shall take the matter up orally with her/his immediate Supervisor. Such a complaint shall be brought to the attention of the immediate Supervisor within ten (10) working days of the incident becoming known to the grievor. The Supervisor will give their answer to the complaint within ten (10) working days after becoming aware of the incident. (It is understood that an employee has no grievance until they had first given their Supervisor an opportunity of addressing their complaint).

If such complaint or question is not settled to the satisfaction of the employee then the following steps of the grievance procedure may be invoked in order.

Step 1

Should the employee be dissatisfied with the immediate Supervisor's disposition of the complaint, s/he may with the assistance of his/her Shop Steward refer the matter on a written grievance form to his/her Supervisor. The grievance must be signed and dated by the Shop Steward and the employee claiming to be aggrieved. This shall constitute a formal grievance at Step 1 and shall be filed within ten (10) working days of receipt of the reply. The grievance shall contain a statement of the facts relied upon; indicate the relief sought; the section of the Collective Agreement alleged to be violated; and, to be signed and dated by the employee. The Supervisor will meet with the grievor and the Shop Steward not later than the tenth (10th) working day on which the grievance was submitted in an attempt to resolve the grievance. The Supervisor will respond in writing to the employee and copy the Shop Steward within ten (10) working days of the grievance meeting.

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

Step 2

Should the grievor be dissatisfied with the response at Step 1, s/he shall submit the grievance in writing to the Executive Director or his/her designate within ten (10) working days after the decision under Step 1. The parties shall meet to discuss the grievance within five (5) working days after the grievance has been filed at Step 2. The Executive Director shall notify the grievor and the Union Representative of his/her decision in writing within five (5) working days following the said meeting.

Any employee who is suspended shall be entitled to file a grievance within ten (10) working days at the second stage of the grievance procedure. Any employee who is dismissed shall be entitled to file a grievance within fifteen (15) working days at the second stage of the grievance procedure.

13.05 Failing a satisfactory settlement being reached at Step 2 of the Grievance Procedure the grievance may be referred to arbitration, as outlined under Article 14, within fifteen (15) working days after the dated response by the Executive Director at Step 2.

13.06 Employees may be accompanied by a Union Representative throughout the grievance process if they so desire.

13.07 Group Grievance

Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance may be filed by having all employees sign a written grievance at Step 1. Such a grievance shall be then processed within the framework of the grievance procedure.

13.08 Policy Grievance

Either party may institute a grievance consisting of an allegation of a general misinterpretation or a violation of this Agreement in writing at Step 2 of the grievance procedure, provided that it is presented within ten (10) working days after circumstances giving rise to the grievance have originated or occurred, or ought to have reasonably come to the attention of the grieving party. It is understood that such a grievance shall not deal with matters which are properly the subject of an individual grievance.

13.09 Human Rights Issues

All parties shall treat grievances related to Human Rights complaints in a sensitive and confidential fashion.

Grievances related to Human Rights complaints shall be directed to the Executive Director.

ARTICLE 14 – ARBITRATION

14.01 In the event a grievance is not settled at Step 2 of the grievance procedure, the party having carriage of the grievance shall request arbitration of the grievance by giving notice to the other party within ten (10) working days, excluding Saturday, Sunday and statutory holidays, from the date of the decision at Step 2, but not thereafter.

14.02 If a request for arbitration is not so given within such ten (10) day period the grievance shall be deemed to have been abandoned.

14.03 The parties agree that unsettled grievances will be submitted to a sole arbitrator satisfactory to both parties.

14.04 Notwithstanding Article 14.03, the parties may mutually agree in writing to appoint a Board of Arbitration. In such instances the Board of Arbitration shall have the same jurisdiction and power of authority as a sole arbitrator. Upon agreement to a Board of Arbitration, the party referring the matter to arbitration shall indicate in its written request the name of their nominee to the Arbitration Board. The recipient of the notice must, within ten (10) working days, advise the other party of the name of its appointee. The two appointees shall then appoint a third person who shall be the Chairperson. If the appointees fail to agree on a third person within five (5) working days, the Minister of Labour shall be requested to appoint a Chairperson.

14.05 The arbitrator or the Board of Arbitration, as the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to add to, alter, modify or amend any part of this Agreement, or to adjudicate any matter not specifically assigned to it by the notice to arbitrate.

14.06 It is also understood and agreed that any arbitrator appointed pursuant to Section 48 of the *Ontario Labour Relations Act* will be bound by the requirements of the grievance and arbitration procedures set out herein.

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

ARTICLE 15 – WAGES AND SENIORITY

- 15.01** Wages are compensated in accordance with Appendix “A” of this Collective Agreement unless otherwise specified.
- 15.02** An employee shall progress to the next level on the grid provided they have completed two (2) years of Full-Time, Part-Time or Relief employment at Broadview Village.
- Such a progression shall be recognized based on their anniversary date of their current employment category.
- 15.03** Seniority shall be defined as the length of continuous active service with the Employer in a position covered by this Agreement computed from the date of original hire.
- a) No seniority shall accrue to an employee during his/her probationary period or extension thereof. Immediately following the successful completion of the probationary period an employee's seniority rights shall begin to accrue and be deemed to have accrued to the employee from the date of hire.
- 15.04** Regular, temporary and relief employees shall accumulate seniority within their respective regular or temporary employment groupings and classifications, and it shall be calculated from date of original hire, based on actual hours worked. Seniority may be expressed in terms of years and months. For the purposes of this section two thousand and eighty (2080) hours shall equate to one (1) year and one hundred and seventy-six (176) hours shall represent one (1) month.
- 15.05** Seniority lists shall be maintained and posted on the bulletin boards no later than January 30th and July 30th of every year. Regular full-time employees seniority will be maintained on a separate seniority list from temporary, part-time and relief employees.
- 15.06** Employees wishing to challenge the accumulation of hours on the seniority list must do so within twenty-one (21) calendar days of the posting. Thereafter the seniority list will be deemed accurate in all respects and therefore final and will not be subject to challenge by any employee or the Union.
- 15.07** When an employee moves from regular to temporary or vice-versa the employee shall maintain his/her accumulated seniority within the bargaining unit.
- 15.08** A four (4) week period where the services of a temporary employee are not required shall be considered a break in service.

15.09 Bargaining Unit employees shall accumulate seniority under any of the following conditions unless otherwise indicated:

- a) while the employee is at work for the Employer or on authorized leave with pay;
- b) during any period when an employee is prevented from doing her work for the Employer by reason of being in receipt of paid sick leave, pregnancy, parental and adoption leave;
- c) Full-Time employees during the first three (3) months on authorized leave of absence without pay; and
- d) Full-Time employees during the first three (3) on layoff.

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

- a) Employee quits;
- b) Employee is discharged and is not reinstated in accordance with the provisions of this Agreement;
- c) Employee is recalled to work following layoff and fails to return to work or furnish a reason satisfactory to the Employer for not doing so within five (5) calendar days.

Note: Recall notice must either have been sent by registered mail or been hand delivered to the last address that the Employer has in its files for the employee;

- d) Employee has not performed work for the Employer for a period of six (6) months, unless on an authorized leave of absence;
- e) If the employee overstays a permitted leave of absence without securing permission for the extension of such leave of absence from work, unless the employee provides a reason satisfactory to the Employer for such overstay;
- f) If an employee, without the permission of the Employer, utilizes a leave for purposes other than for which it was granted;
- g) If the employee is absent from his/her duties without permission for three (3) consecutive shifts without notifying the Employer and without a reason satisfactory to the Employer;
- h) Employee is laid off for a period in excess of twelve (12) months.

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

15.12 A temporary employee who is offered and accepts a regular position while they are still on a temporary contract and moves to the regular position directly from the temporary position, shall be credited with seniority from the date of their original hire.

15.13 Should a full-time or part-time employee resign their position and works as a relief employee and then reapplies, for a posted position is re-hired as a full-time or part-time employee, the following shall apply:

a) Eligible employee shall be given the opportunity to apply for the "Taking Care" Insurance package (healthcare, life insurance, long-term disability) and RRSP (commence as a new employee-entry level) without the standard waiting period, provided the employee is rehired within twelve (12) months from date of resignation of a full-time or part-time position.

b) **RRSP**

Prior years of experience are not considered unless the employee returns to a full-time or part-time position within thirty-one (31) days from the time they resigned their original position. Otherwise, RRSP will commence as a new employee (entry level) without the standard waiting period.

c) **Sick Leave**

If an employee returns to a full-time or part-time position they will earn sick leave as a new employee.

d) **Vacation Credits**

Outstanding vacation credits will be paid out when a full-time employee becomes either part-time or relief. Thereafter, four percent (4%) shall be paid at the end of the year. If the employee returns to a full-time position within six (6) months, the employee shall be returned to the level of vacation pay they were receiving prior to the break in service.

ARTICLE 16 – ABSENTEEISM

16.01 A position vacant for twenty-four (24) months as a result of illness, sickness or injury may be filled on a permanent basis. While the absent employee no longer has any right to the position this action shall not preclude the absent employee from accessing any employment disability benefits for which s/he may be eligible.

Where thirty (30) days have elapsed, but a prognosis for return to work is not known, the Employer shall post a temporary backfill position. When the absent employee informs the Employer of their return-to-work date, the Employer shall notify the employee in the temporary backfill position and they shall return to their original position upon the return of the absent employee.

16.02 An employee will, during any period of absenteeism not exceeding twenty-four (24) months, provide Management with medical evidence on the prognosis of returning to full and normal duties at least every three (3) months. At least one (1) week prior to his/her expected return to work, an employee will provide to Management, a medical report dealing with his/her ability to return to full and normal duties, specifying whether the employee can return with or without restriction.

16.03 Within the week prior to the return of the employee and consistent with the provisions of prevailing legislation, the Employer may request a medical examination of any employee, done by a mutually agreed upon physician. Such medical examination will be made at the Employer's expense. If an employee fails to comply with the request for medical examination, the Employer will consider itself to have satisfied its obligation to accommodate any special needs and work.

16.04 Accommodations

All injured and disabled workers shall be treated in compliance with *The Ontario Human Rights Code*, *The Occupational Health and Safety Act*, the Collective Agreement and other relevant legislation. The parties will endeavour to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

Where an employee is returning to work after an injury or illness and an accommodation is required, the Employer and the Union shall meet and discuss a return to work or accommodation protocol.

This duty includes participation of the Union in the accommodation process inclusive of the monitoring of accommodation plans of employees returning to work who require workplace accommodation.

ARTICLE 17 – JOB POSTING

17.01 A vacancy or newly created position which falls within the bargaining unit shall be posted for a period of ten (10) calendar days. The posting shall indicate the number of vacancies, if more than one (1), position title, current work location, requirements inclusive of qualifications, hourly rate for the position and expiry date of the posting and that the position is represented by OPSEU. Only employees who apply in writing prior to the expiry date will be considered for the vacant position.

The posting shall be made available to employees electronically.

17.02 Upon request any interviewed applicant who is not successful in obtaining the position for which he/s/he applied, shall be advised in writing.

17.03 The Employer will notify the Union of a decision taken to abolish or not to fill a position, which falls within the bargaining unit.

17.04 A vacant position shall not be reduced in hours or category when reposted unless discussed with the Union prior to posting.

17.05 A vacant position shall not remain vacant for a period exceeding ninety (90) days unless agreed to by the parties.

17.06 The Director of Employee Relations will be informed when a position becomes vacant or it is known that a position will become vacant.

17.07 The position shall be posted internally within three (3) business days of notification of the impending vacancy, if appropriate. External postings will be at the discretion

of management. Qualified internal bargaining unit members who apply in writing shall be considered first for the position before hiring from outside.

17.08 In the event it is not possible to post within three (3) business days, the Union shall be notified.

17.09 Selection for positions shall be based on the following factors:

- a) Individual applicant's skills, competence, efficiency, qualifications (inclusive of academic achievement and practical experience/training), and a review of the applicant's personnel file;
- b) Where applicants are deemed relatively equal seniority shall be the determining factor. For the exception of relief, if the actual hours are equal the hiring date shall be the deciding factor.

17.10 The Employer is free to fill vacancies on a temporary basis until the selection and placement process is complete. This period shall not exceed three (3) months unless a written extension has been agreed to by the parties. It is understood that extensions shall not be unreasonably withheld by the Union.

Where the temporary position will not exceed three (3) months, the Employer shall appoint the most senior qualified interested employee from that worksite. Thereafter, the Employer reserves the right to appoint an interested employee from an alternate site.

17.11 If an employee accepts a new position s/he will not be eligible for a posted position involving a lateral move within the bargaining unit for a period of six (6) months following placement.

17.12 Only employees who have completed their probationary period will be considered for posted positions except in cases where there is no other qualified candidate.

17.13 Employees making application for posted positions must be available for an interview and work within a reasonable period of time if their application is successful.

17.14 If an employee is absent from work due to vacation, illness or legitimate leave of absence, she may be considered for any vacancy covered by this Collective Agreement which occurs during such leave, provided she has indicated her desire in writing prior to taking such leave.

17.15 Regular employees who are successful in a temporary posting shall be returned to their former position if it still exists or unless otherwise mutually agreed to by the parties. In the situation where the position no longer exists the employee will be subject to the provisions of Article 20 – Layoff and Recall.

17.16 When hired each employee in the bargaining unit will receive a copy of his/her job description.

17.17 A copy of the employee's job description will be supplied to any employee whenever the job description is changed.

17.18 When a classification is created or the job content of an existing classification is changed, the Union shall be provided with a copy of the job description and the proposed rate of pay. Should the Employer and the Union not reach an acceptable rate, the Union may, within one (1) month, file a grievance at Step 2 and have the rate determined by arbitration.

Notwithstanding the above, the Employer agrees to review all job descriptions annually to ensure they continue to conform to the duties of the position.

ARTICLE 18 – RESTRUCTURING

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

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

ARTICLE 19 – PROBATIONARY PERIOD

19.01 a) Regular and temporary full-time employees shall be on probation and shall not be subject to the seniority provisions of this Agreement until such time as s/he has completed four hundred and eighty (480) hours or three (3) months, whichever takes longer, of continuous active service. Upon successful completion of his/her probationary period the employee shall have his/her seniority backdated to the original date of hire, consistent with Article 15.

- b) All other employees not included in Article 19.01 a), will be on probation and shall not be subject to the seniority provisions of this Agreement until such time as s/he has completed six (6) months or three hundred (300) hours, whichever takes longer, of continuous active service. Upon successful completion of his/her probationary period the employee shall have his/her seniority backdated to the original date of hire, consistent with Article 15.

19.02 Probationary status may be extended for up to an additional four hundred and eighty (480) hours for regular employees upon written notification of same.

19.03 There shall be no obligation on the Employer to retain the services of a probationary employee or to re-employ him/her if s/he is discharged during the probationary period.

19.04 A probationary employee shall have no right to lodge a grievance with respect to his/her discharge. The discharge of a probationary employee may be for cause or for no cause and entirely within the discretion of the Employer but must not be done in bad faith.

- 19.05** Current employees who are hired to a new location shall receive a minimum of eight (8) hours and a maximum of twenty-four (24) hours paid orientation during their initial assignment to their work location.

New employees who are hired externally shall receive a minimum of twenty-four (24) hours paid orientation during their initial assignment to their work location.

This orientation shall include a review of the workplace, residents/participants, staff, programs, emergency procedures and any specialized information necessary for the performance of the job.

The employees shall be assisted by regular employees and they will be scheduled in addition to the current staff compliment.

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

- 19.06** In addition to the orientation in Article 19.05 above the Shop Steward shall have up to thirty (30) minutes with new employees during their first month of employment to explain the Collective Agreement.

19.07 Staff Training

Where the Employer requires bargaining unit members to take courses to upgrade or develop new or greater skills, the Employer shall reimburse the employee for the full cost associated with it upon submission of receipts (for example tuition fees, material and travel expenses).

To ensure employees shall suffer no loss in wages and benefits as a result of taking the training, employees shall be given the option to work the additional hours if required to make up a full day's work.

19.08 Trial Period

Successful candidates shall be placed on a trial period up to three (3) months.

The employees shall be provided with assistance, orientation and feedback as necessary; in order for the employee to become familiar with the new position.

Trial promotions or transfers shall become permanent after the three (3) month period unless:

- a) the employee decides he/she is not suitable for the position and wishes to return to their former position and salary or;
- b) if the Employer decides that the employee is not suitable for the position he/she may be returned to their former position and salary.

Any other employees, who were promoted, hired or transferred as a result of the arrangement of positions, shall return to their former position and salary.

New hires will be given an opportunity to accept a relief position.

ARTICLE 20 – LAYOFF & RECALL

20.01 The Employer agrees to notify the Union at least forty-five (45) days in advance of the expected date of implementation of a layoff of bargaining unit members. The Employer further agrees to meet with the Union to review the rationale for the layoff, solicit input into possible alternatives and ways in which the Employer and the Union can assist employees in finding alternate employment. For the purpose of layoffs and recall to employment, seniority shall be defined as continuous active service since the date of last hire by the Employer based on hours worked as set out on the respective Regular and Temporary seniority lists.

20.02 In the event of a layoff the following process will be utilized:

- a) Probationary employees occupying classifications designated where layoffs will occur will be released;
- b) Regular full-time employees who are subject to layoff within the program where the layoff has occurred shall have the right to either:
 - i) accept the layoff;
 - ii) displace the Regular Full-Time or Part-Time employee in the same or lower-paying classification with the least seniority within the program where the layoff has occurred.
- c) Regular Part-Time employees who are subject to layoffs within the program where the layoff has occurred shall have the right to either:
 - i) accept the layoff
 - ii) displace the Regular Part-Time employee in the same or lower-paying classification with the least seniority within the program where the layoff has occurred.

NOTE: All Regular Full-Time and Part-Time employees who were on Broadview Village payroll as of January 1, 2005 shall be grandfathered and will maintain their current bumping rights (as outlined in the May 27, 2004 – May 26, 2007 Collective Agreement).

20.03 Displacement of the least senior employees as outlined under Article 20.02 may only occur provided the remaining employees have the ability to perform the work without training, other than orientation. Ability to perform the work shall be defined as the employee being able to demonstrate the skills, experience, qualifications, competence, and reliability required.

20.04 The Employer will comply with the layoff provisions of the *Employment Standards Act* where applicable.

20.05 In the event of a permanent vacancy, employees laid off for a period of less than twelve (12) months shall be recalled in reverse order of layoff provided that the employees have the necessary qualifications and ability to perform the work as outlined under Article 20.03.

- 20.06** It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within five (5) calendar days after being notified to do so by registered mail. The notification to the employee 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.
- 20.07** A regular employee recalled and reinstated to his/her former position shall receive the appropriate rate of pay for the position. An employee recalled and reinstated to any other position shall receive the appropriate pay for that position.
- 20.08** Employees recalled to work shall be credited with the seniority accrued prior to layoff.
- 20.09** An employee who has displaced an employee in a lower paying position shall be entitled to return to the position s/he held prior to the displacement, should it become vacant within nine (9) months of the displacement, provided the employee remains qualified and able to perform the duties of his/her former position.
- 20.10** A full-time layoff employee will receive termination pay in an amount equal to two (2) weeks per year of active service to a maximum of twenty-four (24) weeks.
- 20.11** A part-time termination pay entitlement would be pro-rated based on all hours worked.
- 20.12** Payment is made following the exhaustion of recall rights or waiver of the same.
- 20.13 Severance**
Any employee regardless of years of service who is declared surplus and elects to resign instead of exercising bumping and recall rights pursuant to this Agreement shall receive severance pay in the amount of one (1) week's pay per year of employment up to a maximum of thirty-six (36) weeks of severance pay.

ARTICLE 21 – CONTRACTING OUT

- 21.01** The Employer shall not contract out any work or services currently performed by bargaining Union members unless otherwise agreed by both parties.

ARTICLE 22 – WORKPLACE SAFETY AND INSURANCE BOARD

- 22.01** All employees shall be covered under the terms and conditions of the *Workplace Safety and Insurance Act*.
- 22.02** Where a regular employee has submitted a claim for Workplace Safety and Insurance Board benefits the Employer agrees, if the employee has sufficient credits in their sick leave bank to cover the absence, to delay a reduction in the employee's regular earnings until the second pay period following the accident. The employee acknowledges and agrees these payments shall be deducted from the employee's regular earnings during the third pay period.
- 22.03** If the Employer is unable to effect a recovery from the employee through the process noted under Article 22.01, the employee will be responsible for forwarding

any moneys received through Workplace Safety and Insurance Board to the Employer to cover the amount owing plus a cheque to cover any difference.

- 22.04** Accidents occurring at work must be reported immediately to the Supervisor or designate along with a full explanation of the occurrence. If the employee is injured sufficiently that this cannot occur at the time, it must be done as quickly as possible following the accident.
- 22.05** Employees leaving work as a result of an injury must advise the Supervisor or designate directly, at the earliest possible time, as to their status.
- 22.06** When a regular employee is absent and receiving Workplace Safety and Insurance Board benefits, employee benefits will be maintained in accordance with legislative requirements recognizing that if they are to be maintained the employee is responsible for paying the percentage of the premium outlined in the Collective Agreement.
- 22.07** All employee injuries, critical injuries and occupational illnesses will be reported to the Joint Health and Safety Committee/Representative and the Union as per the notice requirements described in *The Occupational Health and Safety Act*, Sections 51 and 52.
- 22.08** Where a work-related accident or injury occurs, the Employer may offer modified work to the employee. Such offer shall be made in writing with a copy to the Union. The employee will have the right to Union representation.

ARTICLE 23 – BENEFITS

- 23.01** The Employer agrees to provide the core benefits as stipulated in the "Taking Care" benefit booklet.
- a) Employees who have completed three (3) months of employment with the Employer and who are working twenty-five (25) or more hours per week must be enrolled in all core elements of the benefit plan. Employees working thirty (30) or more hours per week must be enrolled in the Long-Term Disability plan.
- i) The Employer shall pay:
- One hundred percent (100%) of single core coverage;
 - Fifty percent (50%) of the additional cost of the couple/family health and dental (the difference in core premium).
- ii) The employee shall pay:
- One hundred percent (100%) cost of Long-Term Disability Plan;
 - One hundred percent (100%) cost of any optional coverage;
 - Fifty percent (50%) of the additional cost (the difference in core premium) of the couple/family health and dental)

- b) Effective May 27, 2015, all current full-time employees shall receive eighty dollars (\$80.00) (subject to applicable taxes) every twenty-four (24) months towards the cost of vision care.
- c) Effective May 27, 2015, all current part-time employees shall receive eighty dollars (\$80.00) every twenty-four (24) months towards the cost of vision care.
- d) The Employer may at any time substitute another carrier or carriers to underwrite the insured benefits provided that none of the benefits in such plans are reduced from the current coverage. The Employer shall notify the Union within ninety (90) days prior to the change coming into effect.
- e) All part-time employees not covered by the Taking Care Benefit booklet will receive four percent (4%) in lieu of benefits.

23.02 The Employer will continue to contribute to a Group R.R.S.P. on behalf of eligible employees in accordance with the Group R.R.S.P. as noted below.

Upon Completion of Years of Service	Army Contribution
2-5	3.00% of earnings
6-10	3.25% of earnings
11-15	3.50% of earnings
16-20	4.00% of earnings
21-26	5.00% of earnings
More than 26 years of service	6.00% of earnings

ARTICLE 24 – STATUTORY HOLIDAYS

24.01 Article 24 does not apply to an employee who:

- a) fails, without reasonable cause, to work his/her scheduled regular day of work preceding or his/her scheduled regular day of work following a public holiday;
- b) has agreed to work on a public holiday and who, without reasonable cause, fails to report for and perform the work; or
- c) is employed under an arrangement whereby the employee may elect to work or not when requested to do so.

24.02 The parties recognize the following statutory holidays.

New Year's Day	Simcoe Day/Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day

Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	National Day for Truth and Reconciliation

24.03 National Day for Truth and Reconciliation

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

24.04 a) Where an employee is required to work and works on a public holiday, the Employer shall pay the employee for each hour worked on a public holiday an amount not less than one and one-half (1½) the employee's regular rate and give to the employee a holiday on his/her first working day immediately following his/her next annual vacation or on a working day agreed upon and pay the employee his/her public holiday pay.

b) Re: Sleep over, Overnight Awake, Breakfast Shift, and Weekend Support employees, who are required and work on a public holiday shall be paid one and one-half (1½) times the employee's regular rate and receive an alternate day off if it can be arranged. If an alternate day off cannot be arranged the employee will be paid for this time.

24.05 Where a public holiday falls on a non-working day for an employee or in the employee's vacation, the Employer shall:

- a)** pay the employee his/her public holiday pay; or,
- b)** designate a working day that is not later than the next annual vacation of the employee and the day so designated shall be deemed to be the public holiday and the employee shall be paid public holiday pay for that day.

24.06 Relief who work on a public holiday shall be paid at the rate of one and one-half (1½) times the employee's regular rate.

24.07 Only scheduled shifts commencing on a public holiday shall be deemed to be worked on a public holiday.

24.08 Each employee, who has successfully completed probation, shall receive two (2) floater days in each calendar year, which must be taken during the calendar year. Such floater shall be taken at a time which is mutually agreeable to the employee and the Employer. Employees shall be paid based on the number of hours they were scheduled to work.

Each employee who works a forty (40) hour weekend will receive a float day of sixteen (16) hours.

ARTICLE 25 – VACATIONS

25.01 An employee will be granted and shall take his/her vacation at such time or times as the Employer determines, consideration in each case being given to the

employee's wishes and the efficient operation of Broadview Village. Vacation requests will not be unreasonably denied. Where two (2) identical vacation requests are submitted and if both cannot be accommodated due to operational requirements, seniority shall govern.

25.02 Regular Full-Time

Regular full-time employees accrue vacation time and pay based on active service as outlined below. However, Regular full-time employees working less than forty (40) hours per week will accrue vacation on a prorated basis.

Service	Vacation Accrual Rate	18 Month Maximum
Up to 1 year	.83 days per month to a maximum of 10 days	15 days
1 - 4 years	1.25 days per month to a maximum of 15 days	22.5 days
5 - 11 years	1.67 days per month to a maximum of 20 days	30 days
12- 18 years	2.08 days per month to a maximum of 25 days	37.5 days
19 years plus	2.50 days per month	

25.03 Upon completion of six (6) months continuous active employment or successful completion of the probationary period, whichever is greater, a Regular full-time employee may receive up to five (5) days' vacation from the entitlement earned under Article 25.02.

25.04 Vacation credits cannot be accrued beyond the equivalent of eighteen (18) months (see maximums under Article 25.02).

25.05 Regular full-time employees who have not made arrangements to utilize vacation carry-over prior to reaching the eighteen (18) month maximum will be scheduled off accordingly.

25.06 a) Vacations for overnight awake and full-time weekend staff shall be computed on the basis on an eight (8) hour day and total entitlement of days shall be as per Article 26.02.

b) Full-time employees classified as Sleepover will accrue vacation time and pay based on active service outlined in Article 25.02. However, they will accrue vacation on a prorated basis. For the purpose of vacation accrual, one Sleepover equals four (4) hours.

25.07 Other Than Regular Full-Time Employees, other than Regular Full-Time, will receive vacation pay equal to four percent (4%) of the employee's annual earnings. After five (5) years that shall be increased to six percent (6%) as per *Employment Standards*.

25.08 Part-time and Relief employees shall be paid their percentage in lieu in every pay cheque.

ARTICLE 26 – SICK LEAVE

- 26.01** Regular full-time employees accumulate sick leave on the basis of one (1) day per month, eight (8) hours per day, of active service, based on a forty (40) hour week, to a maximum of seventy-five (75) days equalling six hundred hours (600).
- 26.02** Regular full-time and Regular Part-Time employees working less than forty (40) hours per week accumulate sick leave on a prorated basis to a maximum of seventy-five (75) days equalling six hundred hours (600).
- 26.03** Sick leave credits are for use during periods of absence related to illness, sickness, and non-work-related injuries, which prevent the employee from attending work. Sick leave credits have no monetary value except in that instance.
- 26.04** Sick leave credits will accumulate from date of employment for all Regular Full-Time employees but cannot be used until the successful completion of the probationary period or three (3) months of continuous service, whichever is greater. Part-time employees who have had their probationary period extended pursuant to Article 19.02 may use any accumulated sick leave as of the date of completion of the original probationary period.
- 26.05** During a period of sick leave regular employees receive their regular pay for regularly scheduled work hours lost as long as there are sufficient sick leave credits to cover the absence.
- 26.06** An employee may be required by the Employer to produce proof of illness in the form of a doctor's certificate signed by a legally qualified medical practitioner for any period of absence related to sickness/injury/illness, etc. A doctor's certificate is required where the employee has been absent for five (5) or more days or has had at least two (2) non-consecutive absences (for five (5) or more days) due to sickness or non-workplace related injury in the prior twelve (12) month period. Medical documentation must contain the following: date treatment sought; return to work date; any limitations and applicable time frames; name and signature of treating physician.
- The Employer shall pay the cost for medical certificates, up to twenty-five dollars (\$25.00) with the submission of receipts.
- 26.07** Where the Employer requests additional medical documentation, over and above what is outlined and provided under Article 26.06, the Employer shall pay the cost, subject to fee limits prescribed by the OMA, upon submission of a valid receipt for same.
- 26.08** Sick leave credits accumulation statements will be made available upon request.
- 26.09** An employee absenting his/herself from work on account of illness must notify the Employer on the first day of illness and each succeeding day of illness as early as possible prior to the shift start time. The employee shall make every effort to provide at least three (3) hours' notice of intended absence in order that the Employer may find replacement staff.

- 26.10** Each employee shall be entitled to use from their earned sick credits up to three (3) mental health days with pay per calendar year.

ARTICLE 27 – BEREAVEMENT LEAVE

- 27.01** When a death occurs in the immediate family of a regular or temporary employee, she shall be granted five (5) consecutive workdays off with pay within seven (7) calendar days. The Employer, in its discretion, may allow additional leave without pay to accommodate travelling requirements and other bona fide considerations. The employee shall submit a request prior to taking Bereavement Leave outlining the length of time being requested and the purpose of the additional time. In the event the funeral proceedings are not conducted within the five (5) consecutive days of leave of absence with pay, as specified in Article 27.01 above, the employee shall be allowed to use the fifth (5th) day of leave of absence with pay on a later date that is not consecutive to the fourth (4th) day to address outstanding matters concerning the funeral proceedings, including interment. In such event, the fifth (5th) day must be used within six (6) calendar months of the date of death.
- 27.02** Immediate family is defined as: parent, sibling, child, stepchild, spouse, parent in-law, grandparent or grandchild or a person who has an impact that is comparable to that of the immediate family.
- 27.03** A regular or temporary employee who is bereaved of an uncle or aunt shall receive a leave of absence up to one (1) day with pay for the purpose of attending or making arrangements for the funeral.
- 27.04** Employees will not be eligible to receive payment under the terms of this Article for any period in which they are receiving payments in the form of paid holidays, vacation pay, sick leave or Workplace Safety & Insurance Benefits.
- 27.05** Bereavement pay shall apply only to days on which the employee was scheduled to work.

ARTICLE 28 – HOURS OF WORK & OVERTIME

- 28.01** The standard workweek for all employees shall normally not exceed forty (40) hours. This is not to be interpreted as a guarantee of, or a limitation upon, the hours of work to be done per day/per shift or per week or otherwise, nor as a guarantee of working schedules but shall serve to assist the parties in the computation of regular and overtime pay.
- 28.02** Time and one-half (1½) the employee's basic hourly rate will be paid for all authorized hours worked in excess of forty-four (44) hours per week or may be accumulated as time in lieu at the rate of one and one-half (1½) the employee's base rate of pay. Hours worked over forty (40) and less than forty-four (44) may be paid at the regular hourly rate or may be taken as time in lieu. Employees working over their regularly scheduled hours of work (e.g. regular hours = thirty-two (32),

employee works thirty-six (36) shall receive additional hours paid or time in lieu based on hour for hour worked). This shall be the employee's option.

28.03 A shift may be changed without any penalty or premium if agreed upon between the employee and the Employer.

28.04 Article 28, other than Article 28.04 and all sub-sections, does not apply in the case of resident/participant vacations/participant respite. Where Regular employees agree to accompany residents/participants on vacation they shall:

- a) Be compensated for eight (8) hours and shall accumulate lieu time for hours worked in excess of the eight (8) paid hours. The combination of paid and lieu time hours shall not exceed sixteen (16) in a twenty-four (24) hour period.
- b) At a mutually agreeable time, take lieu time hours accumulated during resident/participant vacations.
- c) In addition to the compensation provisions outlined in clause a), in cases where resident/participant vacations/participant respite require the Residential Counsellor(s)/Day Program Instructor(s) to sleep over, one of the Residential Counsellors/Day Program Instructor(s) shall be paid the sleep over rate in accordance with Article 28.09.

28.05 All other employees not referred to in the above clause will be compensated in salary at their regular rate, for hours worked, to a maximum of sixteen (16) hours per day.

28.06 Site coverage may be adjusted to accommodate the absence of clients. When there is a decrease in the need for employee coverage, employees affected may be offered available alternate shifts or hours at the same or an alternate location.

28.07 Overtime payment for hours worked will not apply as a result of the following:

- a) requests for shift exchange for personal reasons must be in writing and addressed to the Residential Manager/Day Program Coordinator/Coordinator of Administration and Property Services or designate for her approval. It is understood that any such shift exchanges will not result in the Employer being held in non-compliance with any provision of this Collective Agreement, nor will the Employer incur any financial liability.
- b) where an employee has requested to work overtime for his/her own convenience and the Employer accommodates the employee.
- c) a change from standard to daylight savings time and vice versa.

28.08 Overnight Awake - In situations where employees are assigned as overnight awake they will be paid at an hourly rate in accordance with Appendix "A" exclusive of the breakfast shift which is paid at the employee's regular rate of pay if worked.

28.09 Sleep over - In situations where employees are assigned as sleep over staff they will be paid the sleep over rate in accordance with Appendix "A". In situations where, as a result of client needs or emergency situations, staff are awake half the

shift then they will be compensated at the overnight awake rate as set out in Appendix "A" for all hours worked related to the sleep over, exclusive of the breakfast shift.

28.10 Weekend Support - employees assigned to work a full weekend shift, currently noted as being Friday 11:00 p.m. through to Sunday at 11:00 p.m., or as otherwise assigned, will be paid forty (40) hours at their regular hourly rate.

28.11 Employees may bank up to eighty (80) hours of lieu time. Earned overtime over and above this shall be paid out on the employees' next pay.

Any employee currently over the eighty (80) hour threshold shall be grandparented until their bank is reduced below the threshold. Accrual will be paid out until accrual is below the threshold.

28.12 There shall be consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the Employer.

28.13 Employees are entitled to two (2) fifteen (15) minute rest periods during a full shift.

28.14 Regular full-time employees scheduled for less than forty (40) hours per week may be placed on the relief list of any site in which they have been oriented. Once on the relief list the employee shall be called for relief work, up to a combined maximum of forty-four (44) hours of work per week, as their name comes up during the regular rotation of relief staff. The following conditions apply:

- a) No premium or penalty payments result.
- b) When called for relief hours the employee is responsible for advising the caller of the status of their hours (worked to date and/or booked).
- c) Employees working relief will be paid at the applicable rate of pay for Relief Workers save and except for Prime Workers who are doing relief in the house where they are Prime Worker.
- d) Work shall not be offered to external agencies until internal lists have been exhausted.

28.15 The employee may not accept a relief shift that will affect their contracted hours.

28.16 It is agreed there will be no duplication of, or pyramiding of overtime.

28.17 Scheduling

- a) When an employee is called in or reports for work as scheduled, but there is no work available; the employee shall receive four (4) hours' pay at her regular rate.
- b) An employee who attends a meeting, outside of their regular scheduled hours, that is mandated by management shall be compensated at a minimum of two (2) hours at their regular rate of pay.

ARTICLE 29 – LEAVE FOR UNION ACTIVITIES

29.01 The Employer shall grant a leave of absence without loss of pay or seniority to five (5) employees at any one time to attend Union conventions or educational sessions. Such leave must be applied for in writing no later than fifteen (15) calendar days in advance or sooner if the employee has notice. Such leave shall not be for more than the aggregate of thirty (30) calendar days per year. In calculating the thirty (30) calendar days, the leave of absence for Union activity of all employees shall be counted. The Union shall reimburse the Employer for salaries paid to members granted leave under this Article.

The Union may request additional days. These days shall not be unreasonably denied.

29.02 An employee elected as an Executive Board member and/or Executive Officer of the Union for the purpose of conducting the internal business affairs of the Union, upon request of the Union, confirmed in writing, and provided that reasonable notice is given, a leave of absence without pay, benefits or any other form of compensation for a maximum of twenty-four (24) months may be granted pursuant to Article 29.01 of this Agreement.

ARTICLE 30 – JURY DUTY

30.01 If an employee is required to serve as a juror in a court of law s/he will be allowed time off with pay for regularly scheduled/contracted hours, to the extent necessary to perform his/her duties.

30.02 The employee will furnish the Employer with a certificate of service signed by the Clerk of the Court showing the amount of any jury fee received. Such fee must be turned over to the Employer.

30.03 Where an employee is excused from jury duty s/he must advise his/her immediate Supervisor, or designate, immediately. When there is work available the employee will be expected to report for work as directed.

ARTICLE 31 – COURT SUBPOENA

31.01 When an employee is subpoenaed by the court s/he will be allowed time off with pay for regularly scheduled/contracted hours, to the extent necessary to perform his/her duties.

31.02 The employee will furnish the Employer with a certificate of service signed by the Clerk of the Court showing the amount of any jury fee received. Such fee must be turned over to the Employer.

ARTICLE 32 – PREGNANCY/PARENTAL LEAVE

- 32.01** Pregnancy and Parental Leave shall be granted in accordance with the requirements relating thereto and as defined in the *Ontario Employment Standards Act*, as amended from time to time.
- 32.02** Employees are required to provide at least two (2) weeks' notice to their Employer prior to commencing both Pregnancy and Parental Leave.
- 32.03** The following flows from the current legislation and is for information purposes only:
- a) Pregnancy Leave is a leave of absence without pay by reason of the employee's pregnancy for a period of seventeen (17) weeks.
 - b) Parental Leave is a leave of absence without pay for a period of up to sixty-three (63) weeks (up to 61 weeks for birth mothers who have taken pregnancy leave) for:
 - i) a birth parent
 - ii) a person with whom a child is placed for adoption
 - iii) a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.
 - c) To qualify for Pregnancy Leave under this Article, the employee must have been hired at least thirteen (13) weeks before her due date. To qualify for Parental Leave under this Article, the employee must have been hired at least thirteen (13) weeks before the leave begins.
 - d) An employee on pregnancy or parental leave shall not terminate his/her employment before the leave expires or when it expires without giving the Employer at least four (4) weeks written notice of his/her termination of employment.
 - e) Seniority continues to accrue during Pregnancy or Parental Leave as per *Employment Standards*.
 - f) During an employee's Pregnancy or Parental Leave, the Employer shall continue to make the Employer's contributions for benefits related to his/her employment (employee Life Insurance, AD&D, Health Care Benefits, Dental Plan), unless the employee gives the Employer notice that the employee does not intend to pay the employee's contributions.
 - g) Upon returning from Pregnancy or Parental Leave, the employee will be reinstated to the position most recently held, if it still exists, or to a comparable position, if it no longer exists, and one is available.

ARTICLE 33 – OTHER LEAVES OF ABSENCE WITHOUT PAY

33.01 Emergency Leave

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

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

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

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

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

33.02 Family Medical Leave

- a) The Employer shall grant Family Medical Leave to full-time, part-time, or contract employees who will be providing care of support to a family member who has a serious medical condition and is in significant risk of dying.
 - i) Family Medical Leave is unpaid leave for a period of twenty-eight (28) weeks in a fifty-two (52) week period.
 - ii) Family Medical Leave can last up to twenty-eight (28) weeks and must be taken in full week periods, not days.
 - iii) Reinstatement the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
- b) Under the *Employment Insurance Act*, twenty-six (26) weeks of employment insurance benefits called "compassionate care benefits" shall be paid to Employment Insurance (EI) eligible employees who have to be away from work temporarily to provide care to a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks and who requires care and support from one (1) or more family members.

- c) Family Member includes: employee's spouse; a parent, step-parent or foster parent of the employee; a child, step-child or foster child of the employee or the employee's spouse.
- d) An employee who intends to take a Family Medical Leave shall:
 - i) provide written notice to the Employer. An employee, who must begin the leave before providing written notice, is required to provide the written notice as soon as possible after commencing the leave.
 - ii) provide a certificate from a qualified health practitioner confirming that a family member has a serious medical condition and is in significant risk of dying within a period of twenty-six (26) weeks.
- e) The Employer shall:
 - i) continue to pay the Employer's share of the premiums to certain benefits (i.e., RRSP plans, life and extended health insurance plans, accidental death plans and dental plans) that were provided to the employee before the leave;
 - ii) include the period of the leave in calculating the length of the employee's employment for seniority and other purposes such as access to all Collective Agreement entitlements.
 - iii) reinstate the employee to the same position after the leave or to a comparable position if the employee's position no longer exists.
 - iv) an employee returning from family medical leave shall be paid at the same step in the salary scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.
- f) There is no limit on the number of family medical leaves an employee may take and there is no specified period of time that an employee must work between successive leaves.
- g) Employees are entitled to take more than one (1) leave in respect of the same family member if a health practitioner issues another certificate (whether the employee would be eligible for any further EI benefits would be a matter to be determined by the federal Employment Insurance Commission).
- h) An employee may be entitled to both Emergency Leave and Family Medical Leave. They are separate leaves and the right to each leave is independent of any right an employee may have to the other leave. An employee who qualifies for both leaves would have full entitlement to each leave.

ARTICLE 34 – EXPENSES

- 34.01** Where an employee is requested by the Employer to utilize his/her own vehicle for Employer business s/he shall be reimbursed at the rate of forty cents (\$0.40) per kilometre travelled.
- 34.02** In the event an employee must take public transportation, such as the TTC, in the course of fulfilling his/her job requirements, s/he will receive sufficient tickets or tokens or dollars, at the Employer's discretion, to cover the cost of the travel.

ARTICLE 35 – PERSONNEL FILES

- 35.01** Employees may request access to view their personnel file by submitting a request to the Director of Employee Relations or designate. Upon receipt of same, the Director of Employee Relations or designate will schedule a mutually agreeable date and time for such review in the presence of the Employer.
- 35.02** Disclosure of information contained in an employee's file to anyone external to the Employer shall be limited to confirmation of an employee's start date unless written authorization is received through the requesting party with the employee's signature or written authorization is received from the employee.

ARTICLE 36 – DISCIPLINE & DISCHARGE

- 36.01** The Employer and Union recognize the value of progressive discipline with the purpose of being corrective in application. Therefore, disciplinary action shall comply with the following steps:
- Verbal warning(s);
 - Written warning(s);
 - Suspension(s) without pay;
 - Dismissal for just cause.
- 36.02** The parties agree and acknowledge that certain serious offences may require a disciplinary penalty without regard to the above steps.
- 36.03** An employee shall have the right to Union representation during the disciplinary process.
- 36.04** All discipline issued to employees shall be in writing with one (1) copy filed and one (1) supplied to the individual concerned.
- 36.05** If any discipline proposed by the Employer or his/her designee is grieved, the grievance shall start at Step 2 of the grievance procedure.
- 36.06** At the request of the employee any disciplinary notation(s) on file will be removed from an employee's personnel file fifteen (15) months after the date of such disciplinary notation(s) provided that no related disciplinary notation(s) have been

made against the employee during this same period. Any past record of such disciplinary notation(s) dated prior to the commencement of the fifteen (15) months period shall not be used in assessing future discipline against the employee.

36.07 Discharge

An employee who claims s/he has been unjustly discharged from his/her employment may file a grievance in writing with the Executive Director or his/her designate at any time within fifteen (15) calendar days after the employee is notified of his/her discharge. The grievance will then be dealt with at Step 2 of the grievance procedure.

- 36.08** Disclosure of information contained in an employee's file to anyone external to the Employer shall be limited to confirmation of an employee's start date unless written authorization is received through the requesting party with the employee's signature or written authorization is received from the employee.

ARTICLE 37 – AUDIO/VIDEO RECORDING

- 37.01** The Employer shall post a notice of the use of recording devices, both video and audio, on facility entrance doors and Employer-owned vehicles. The use of recording devices shall be clearly defined by the Employer in the Employee Handbook. Recording devices shall not be actively monitored by management, and when recorded evidence is used it shall only be for the purposes of responding to a specific accident, incident or complaint.

ARTICLE 38 – TERM OF AGREEMENT

38.01 This Agreement shall become effective on May 27, 2022 and shall continue in effect until May 26, 2025, and thereafter, from year to year, unless either party gives notice in writing to the other party not earlier than ninety (90) days prior to the date of expiration to terminate or renew this Agreement or to negotiate a revision thereof.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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Kawaski Tharmaseelan
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Chris Pacheco
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Darlene Mitronica
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Tracy More
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FOR THE EMPLOYER:

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Josie D. Delprino
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DocuSigned by:
Karen Dolan
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Arthur Mathews
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APPENDIX “A” – WAGES

Position / Level	% Year 1	Year 0	Year 0	Year 1	Year 2	Year 3	NOTE
		5/27/2021	5/27/2021	5/27/2022	5/27/2023	5/27/2024	
Full-time with prime and Day Program Ins. With caseload.							
Level 1	1.0%	\$21.44	\$3.00	\$25.66	\$26.43	\$27.09	Elimination of Probationary rate adds 1% to Year 1
Level 2	2.0%	\$22.04	\$3.00	\$26.29	\$27.08	\$27.76	
Level 3	2.0%	\$22.45	\$3.00	\$26.72	\$27.52	\$28.21	
Level 4	4.0%	\$23.28	\$3.00	\$27.59	\$28.42	\$29.13	
Full-time without prime and Day Program Ins., Part-time and Relief							
Level 1	1.0%	\$18.35	\$3.00	\$22.42	\$23.09	\$23.67	Elimination of Probationary rate adds 1% to Year 1
Level 2	2.0%	\$19.18	\$3.00	\$23.29	\$23.99	\$24.59	
Level 3	2.0%	\$20.43	\$3.00	\$24.60	\$25.34	\$25.97	
Level 4	4.0%	\$22.15	\$3.00	\$26.41	\$27.20	\$27.88	
Team Leader and Quality Improvement Coordinator							
Level 1	1.0%	\$22.50	\$3.00	\$26.78	\$27.58	\$28.27	Elimination of Probationary rate adds 1% to Year 1
Level 2	2.0%	\$23.12	\$3.00	\$27.43	\$28.25	\$28.95	
Level 3	2.0%	\$23.52	\$3.00	\$27.85	\$28.68	\$29.40	
Level 4	4.0%	\$24.38	\$3.00	\$28.75	\$29.61	\$30.35	
Maintenance	3.0%	\$20.88	\$0.00	\$21.92	\$22.58	\$23.15	
ONS Sleep Over	2.0%	\$78.85	\$12.00	\$95.39	\$98.25	\$100.71	4 hours for payroll purposes
ONA	2.3%	\$21.36	\$3.00	\$25.58	\$26.35	\$27.00	
ONA + Breakfast	2.3%	\$21.49	\$3.00	\$25.71	\$26.49	\$27.15	
ONS + Breakfast	2.0%	\$20.65	\$3.00	\$24.83	\$25.58	\$26.22	Based upon 6 hours (4 hours ONS and 2 breakfast)
Breakfast	2.0%	\$21.73	\$3.00	\$25.97	\$26.75	\$27.41	

NOTE:

Student Wage Rate:

In accordance with funding monies, students will be paid the Level 1, Regular Part-Time rate or at a rate negotiated with the Union.

Wage increases for subsequent years: year 2 = 1.75%; year 3 = 1.75% and year 4 = 2%

JOB/RESPONSIBILITY DESCRIPTION/WAGE RATE – STUDENT

Statement of Purpose

To assist staff in providing teaching, support to and advocacy with residents/participants and day program participants in meeting their goals and needs.

Accountable to:

Day Program Coordinator, residential Manager or Designate.

Qualifications:

1. Experience with and/or interest in working with people who have developmental challenges an asset.
2. Valid Standard First Aid certificate (including CPR).
3. Computer skills are an asset.
4. Able to take initiative.

Responsibilities:

1. Assist Day Program Instructors/Residential Counselors as required.
2. Act as a role model for residents/participants as reflected by appearance, behaviour and attitude.
3. Follow and promote the agency's and site's philosophy.
4. Maintain effective communication.
5. Adhere to the agency's policies and procedures including those for health and safety.
6. Assist in the general cleanliness and maintenance of the work environment.

1. A student is defined as an individual who is currently enrolled in a Human Services program of study and is returning to that program after this period of student employment.
2. No student will be hired to replace a regular employee.
3. Students will be hired only where HRDC or other government agency funding is available.
4. Students will be members of the OPSEU bargaining unit.
5. Student Wage Rate:

In accordance with funding monies, students will be paid the Level 1, Regular Part-Time probationary rate, or at a rate negotiated with the Union.

LETTER OF UNDERSTANDING #1 – JOB SHARING

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The Employer agrees that should a request be received from two (2) regular full-time bargaining unit members for job sharing the Union shall be advised immediately. The two (2) parties will then meet within one (1) month of the request to discuss same.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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Kavashii Tharmaseelan
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Chris Pacheco
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Darlene Mitronica
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FOR THE EMPLOYER:

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Josie A. Delprone
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Karen Dolan
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LETTER OF UNDERSTANDING #2 – SICK LEAVE & VACATION

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree that all regular full-time employees employed prior to May 26, 1997 shall maintain the following:

Sick leave shall continue to be banked to a maximum of eighty-five (85) days.

There shall be no pro-ration of sick or vacation credits as per Articles 25.02 and 26.02 of the Collective Agreement. 25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

DocuSigned by:
Kawashi Tharmaseelan
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Chris Pacheco
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Darlene Mitronica
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FOR THE EMPLOYER:

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Josie A. Delprone
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Karen Dolan
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Arthur Mathews

LETTER OF UNDERSTANDING #3 – OPTRUST SELECT PENSION PLAN

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The Employer agrees to meet with the Union to explore participation in the OPTRUST SELECT Pension Plan within sixty (60) days of ratification.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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LETTER OF UNDERSTANDING #4 – WAGE RE-OPENER

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

It is agreed that in the event any funding is made available to The Salvation Army during May 27, 2018 to May 26, 2022 of this Collective Agreement due to:

Increased funding from the Ministry designated to salary increases

The Union Negotiating Team and a representative from the Employer will meet within seven (7) business days in good faith to:

Review and discuss the additional funding and negotiate the distribution of the funds for the purpose of pay increases for all unionized employees.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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FOR THE EMPLOYER:

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LETTER OF UNDERSTANDING #5 – PAY EQUITY MAINTENANCE

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

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

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

25 June 2024 | 3:49 PM EDT

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LETTER OF UNDERSTANDING #6 – STUDENT PROGRAM

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The Union recognizes the value of the Developmental Disabilities Certificate Student Program and their role in participating at The Salvation Army Broadview Village.

The parties agree to work in cooperation to ensure the operation of the Student Program provided that:

The student(s) will be mentored/supervised by a staff person from the facility.

The students shall not be used to replace bargaining unit employees at any time, nor shall bargaining unit employees suffer any reduction in hours or layoff as a result of the use of students.

The students will be paid the minimum hourly wage as per the Ontario *Employment Standards Act*.

The students are bargaining unit employees and subject to Union dues deduction.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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Kavash Tharmaseelan
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Chris Pacheco
Signature ID: 707C437...
Darlene Mitronica
Person ID: 7499...
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FOR THE EMPLOYER:

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Josie A. Delprone
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Karen Dolan
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**LETTER OF UNDERSTANDING #7 – RESIDENT / PARTICIPANT PERSONAL /
FAMILY VACATION**

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

It is agreed and understood that the Parties approved a process to be followed by all employees with regard to Resident/Participant Personal/Family Vacations.

It is further understood that this process is without prejudice and precedence.

Resident/Participant Personal/Family Vacations which are planned and/or paid by the family, are outside of the Employer's planned events. Should a Broadview Village employee voluntarily agree with the family to accompany a resident/participant as the caregiver it is understood that this shall be done on the employee's personal time. It is not the Employer's expectation that an employee accompany the resident/participant on a personal/family vacation; however, an employee can request time off from Broadview Village (ie. leave of absence) for the period required.

When an employee participates in this capacity it is at the employee's own initiative and sole risk and it is understood and agreed that the employee is not acting as an employee, volunteer, agent, or representative the Salvation Army during this time.

In addition, an employee will not be eligible for any payments or coverage including but not limited to WSIB during this time. It is also strongly recommended that an employee who is voluntarily on a Resident/Participant Personal/Family Vacations that the employee obtains appropriate medical, travel and any other insurance in place.

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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Chris Pacheco
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LETTER OF UNDERSTANDING #8 – BENEFIT PRESENTATION

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree to meet no later than September 17, 2010 from date of ratification with the purpose to provide the Employer with a comprehensive presentation in regards to the OPSEU Joint Trustee Benefit Plan.

The Employer shall provide the Plan with the information required in order to obtain a quote prior the presentation taken place.

Furthermore, if the Employer does not agree to participate in the OJTBP the Employer shall continue with the current benefit plan.

25 June 2024 | 3:49 PM EDT

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LETTER OF UNDERSTANDING #9 – DELIVERY OF SERVICES

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The Union and the Employer agree to establish a process to encourage input from employees on how the delivery of the services they provide can be improved and delivered in a more effective and efficient manner. This process will be the work of the Labour/Management Committee (LMC), this letter will not prevent management from exercising its rights under Article 3 of the Collective Agreement.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

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LETTER OF UNDERSTANDING #10 – PART-TIME CONVERSION

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

Local representatives from both the Employer and the Union shall meet to review the use of part-time positions within the agency within ninety (90) days of ratification of the Collective Agreement and on a quarterly basis thereafter. The parties shall discuss the issues surrounding the conversion of part-time to full-time positions. The Employer shall make available all relevant information in order for the parties to make an informed decision.

Operational considerations, specifically ensuring the provision of services and supports to individuals, shall be one of the factors for consideration. For the purpose of establishing a conversion formula, part-time employees are any employees who are not full-time as set out in the Collective Agreement.

When converting part-time into full-time positions, conversions shall occur as per the job posting language in the Collective Agreement.

25 June 2024 | 3:49 PM EDT

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LETTER OF UNDERSTANDING #11 – CENTRAL BARGAINING

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The Employer agrees to attend a meeting with the Union and Oasis regarding a Central Bargaining process.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

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LETTER OF UNDERSTANDING #12 – TIME-OFF LOCAL PRESIDENT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The Employer agrees to allow for twelve (12) hours per month of paid time off for the Local President to perform her duties where the Local President is working full-time at Broadview Village. This time may be pro-rated if the employee works less than full-time.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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**LETTER OF UNDERSTANDING #13 – CHANGES TO NATIONAL POLICY ON
PUBLIC HEALTH RELATED SICK LEAVE**

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree that if the Salvation Army changes their national policy to include any additional sick leave related to public health emergencies, the employees covered by this Collective Agreement will benefit from that change with immediate effect.

25 June 2024 | 3:49 PM EDT

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

FOR THE UNION:

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LETTER OF UNDERSTANDING #14 – CONTRACTING OUT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree that, within ninety (90) days of ratification, they will create a taskforce to review the causes of the need for contracting out and to suggest strategies to ameliorate the need.

25 June 2024 | 3:49 PM EDT

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**LETTER OF UNDERSTANDING #15 – REPRESENTATION DURING
INVESTIGATIONS**

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

Allegations of serious issues such as abuse, workplace harassment etc. trigger an investigation that occasionally includes the employee being placed on a paid, non-disciplinary administrative leave during the process. This does not imply any assumption of wrongdoing or need for discipline, but these actions are required to complete a fair and objective investigation process. This LOU is intended to enhance transparency and clarify the process for such leaves as well as to describe a general approach to the investigative process.

The parties agree that, where reasonable, and with due consideration of health and safety and the particular circumstances of any situation, the Employer will notify the Union (with the employee's agreement) of the time of any meeting commencing a non-disciplinary administrative leave for investigation purposes.

In the meeting, the general nature of the concern will be shared with the employee and the Union, along with an outline as to who will be performing the investigation and the next steps in the process of investigation. Issues such as Police involvement and potential implications from such involvement will also be disclosed at this time.

The Employer will endeavour to have regular update meetings with the employee and the Union as is appropriate given the nature of the situation, the parties involved, etc.

The Union, with the employee's agreement, will be involved in the closing meeting, where the findings of the investigation will be disclosed, as well as any response required by the Employer.

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LETTER OF UNDERSTANDING #16 – SELF-SCHEDULING PILOT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree on the following:

As a way to recognize and encourage the importance of work-life balance and the growing needs within the Sector, the Employer proposes that two (2) residential locations (max) trial "self-scheduling" as a one (1) year pilot project.

Self-scheduling is defined as a staffing model that allows staff teams to define work schedules that meet the overall hourly needs of the location through a scheduling process that allows individual employees to change their standard schedule "line" to reflect the needs of their personal schedules. This may include changes such as determining new start and end times; flexible workday lengths with their contracted hours.

The Employer shall evaluate the effectiveness of the pilot relative to both quality of care and quality of work-life elements. If deemed effective, the learnings from this model will inform an optional way that staff teams across Broadview Village may develop their schedules.

The Employer reserves the right to oversee the pilot and assert control of scheduling when program needs are not being met. The Employer shall have the right to cancel the pilot at any time, with two (2) weeks's notice to the Union.

The pilot shall be run as a test with a new home first. Applicants are aware that by working in this home, they are agreeing to participate in program. In an existing home, the pilot will be conducted only where one hundred percent (100%) of staff agree to participate.

DATED AT TORONTO THIS _____ DAY OF _____ 2024.

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LETTER OF UNDERSTANDING #17 – FFS PROGRAMMING PILOT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree on the following:

In recognition of the changing landscape within developmental services and the MCCSS stated intention to move an an “individualized funding model” that moves away from standard daytime programs, the Employer shall hire three (3) employees on flextime as a one (1) year pilot project.

Flextime shall allow the employee to determine their start and end times and choose the length of their workday within their contracted hours, in accordance with the Collective Bargaining Agreement.

The Employer reserves the right to oversee the pilot and assert control of scheduling when program needs are not being met. The Employer shall have the right to cancel the pilot at any time, with two (2) weeks’ notice to the Union.

Participation in the pilot is fully voluntary. Candidates hired for this pilot shall be full-time employees.

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LETTER OF UNDERSTANDING #18 – CRISIS SUPPORT TEAM PILOT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 550**

AND

THE SALVATION ARMY BROADVIEW VILLAGE

The parties agree on the following:

In order to support individuals with complex needs, the Employer shall create a new classification – Crisis Support Worker (CSW).

The pilot project shall continue for two (2) years. The CSW would be responsible for working in the sites where residents with high needs reside.

In addition to the mandatory qualifications required by a Residential Counsellor, a CSW must be a certified NCI trainer. This allows the CSW to teach and develop other employees within the environment, on an ongoing basis.

The CSW will require flexibility in hours to support the needs of the individual and site, day and night, and moving through various sites to support escalated matters as they arise.

The Employer reserves the right to oversee the pilot and assess whether program needs are being met. The Employer shall have the right to cancel the pilot at any time, with two (2) weeks' notice to the Union.

25 June 2024 | 3:49 PM EDT

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