

COLLECTIVE AGREEMENT

BETWEEN

HARMONY HOUSE SHELTER
(referred to as “the Employer”)

AND

UNIFOR AND ITS LOCAL 567
(referred to as “the Union”)



Effective from: March 16th, 2024 through March 15th, 2027

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Article 1 - Purpose

1.01

- (a) The purpose of this Collective Agreement is to provide for orderly relations between the Employer and its Employees. The parties desire to cooperate in maintaining a satisfactory employment relationship and to provide for quality services and to amicably settle any difference or grievance relating to the general working conditions as they may arise.

The provision of quality of services requires Employees to deliver services consistent with the philosophy, mandate, beliefs and aims, policies, reasonable procedures and practices of the organization, and the requirements of their job description.

Article 2 - No Discrimination, Harassment or Bullying

2.01

There shall be no discrimination, interference, restriction, harassment, or coercion, based on any prohibited ground of discrimination under the Ontario *Human Rights Code*. There shall also be no discrimination based on political or religious affiliations or orientations, academic affiliations or orientations, record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transgender transition status, gender expression, and gender identity, employment history by reason of union membership, or lack of activity in the union, or the exercise of any of the rights under this Agreement.

2.02

Nothing in this Article precludes the Employer from exercising its exemption under Section 25 and 14 of the Ontario *Human Right Code* to limit Employees to women.

2.03

The Employer and the Union encourage all Employees to report harassment, discrimination, or bullying in accordance with the Employer's Workplace Violence and Harassment Prevention Policy.

Article 3 – Recognition

3.01

The Employer recognizes the Union as the sole collective bargaining agent for all Employees of Harmony House Shelter in the city of Ottawa save and except managers and persons above the rank of manager.

3.02 For the purpose of this Agreement a Full-time Employee will be referred to as any Employee who averages at least 37.5 hours per week or more.

Part-time Employees will be referred to as any Employee who averages at least 15 hours per week , but less than 37.5 hours per week.

A Contract Employee is not considered a full-time or part-time Employee for the purposes of this Collective Agreement, and is any person hired by the Employer for a position for which there is a specific end date with a period of two years or less. A Contract Employee will not be eligible for the Employer's benefit group plan or RRSP unless stated otherwise in this Collective Agreement. A Contract Employee will only be eligible for statutory benefits as prescribed under the *Employment Standards Act, 2000* unless at the time of starting work in a contract position the Employee already receives other benefits (e.g. sick leave, vacation and float days). Contract Employees will not receive preference to permanent Employees nor will they be retained or granted any work or rights in preference to permanent Employees. Should a Contract Employee be hired for permanent full time or part time work, the hours that they have accrued in their contract position shall be counted for seniority purposes. Contract employment may be terminated before the end of the contract by either the Employer or the Employee provided that the termination occurs in accordance with the requirements of the *Employment Standards Act, 2000*.

Article 4- Union Security

- 4.01 All Employees covered by the terms of this Collective Agreement shall, become a member of the Union on their date of hire and shall remain members in good standing in accordance with the Constitution, and Bylaws of the Union.
- 4.02 Union dues are payable from the first full pay received by the Employee following the date of hire.
- 4.03 The Employer agrees to deduct an equivalent amount of regular monthly Union dues on each subsequent pay from all the members in the bargaining unit.
- 4.04 All dues deducted and a list of unionized Employees' names and classification will be remitted to the Local Union Financial Secretary the 15th day of the month following the month when the deductions were made. The list will indicate the amount of dues paid by each member.
- 4.05 Union dues shall be deducted from all regular earnings in accordance with the Unifor Constitution.
- 4.06 The Employer will provide, the Financial Secretary of the Local Union with a list of names, phone numbers and addresses, email addresses of Union members twice a year.

- 4.07 The Financial Secretary of the Local Union will notify the Employer of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirements of the National Union.
- 4.08 A new Employee will have the opportunity to meet with the Union Steward in the employ of the Employer, for a period of fifteen minutes during the Employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the Employee with the Union and the Collective Agreement.
- 4.09 Such meetings may be arranged collectively or individually for Employees by the Employer.

Article 5- Management Rights

- 5.01 The Union agrees that all rights of management are retained by the Employer and remain exclusively the function of the Employer. Without limiting the generality of the foregoing, the Employer's rights include:
- (a) The right to maintain order, discipline and monitor efficiency. The right to make and alter rules, regulations, policies, practices and procedures as long as the changes are reasonable and communicated to the Employee and the Union. Employees will be expected to adhere to such changes when communicated. Management has the right to suspend, discipline and discharge with just cause, subject to challenge through the grievance and arbitration procedure.
 - (b) The right to select, hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline Employees, to determine the qualifications necessary for the work;
 - (c) The right to operate and maintain operations in order to satisfy its commitments and responsibilities; to determine the location of operations and the expansion or curtailment; to direct the work force including Employees; to schedule operations. To establish, change or modify the number of shifts; to establish new or improved methods, facilities and equipment, or decide on the number of Employees needed at any time, the number of hours and shifts to be worked, starting and quitting time, when and where overtime shall be worked; and generally, to manage its activities as the sole and exclusive right of the Employer.
- 5.02 The Employer agrees that it will not exercise the foregoing rights contrary to any express provisions of this Agreement, and will exercise such rights in a reasonable manner.

- 5.03 As a requirement to working for the Employer, a Vulnerable Sector Check (“VSC”) must be satisfactory to the Employer. Employees will need to pass a VSC every three (3) years in order to maintain employment with the Employer. The Employer will pay all fees associated with a VSC.

Article 6 - Strikes and Lockouts

- 6.01 The Union recognizes that it is essential that there should be no interference with the services of the Employer to the public and to its residents and agrees therefore, during the term of this Agreement there shall be no strike by the Union and no lockout by the Employer.
- 6.02 The definitions of the terms “strike” and “lockout” as used in Section 5.01 above shall be in accordance with the *Labour Relations Act 1995*.

Article 7 - Representation

- 7.01 The Union will provide the Employer with the names of Union Representatives the Employer may be required to conduct business with. The Employer will supply the Union with the names of supervisory or other personnel with whom the Union may be required to conduct business with.
- 7.02 The Union will have the right to appoint or otherwise select committee person(s) from amongst Employees within the bargaining unit.
- (a) They shall be on both the grievance and negotiating committee.
 - (b) One of the committee persons shall be the Unit Chairperson.
 - (c) The Union shall elect or appoint two (2) Stewards.
 - (d) Employees shall be represented by a Grievance Committee which shall consist of Employees elected or appointed by the Union. The Unit Chairperson on this Committee shall act as the liaison between the Employees and the Employer. The Committee and/or the Unit Chairperson may at any time call upon the services of a National Representative of the Union to assist them. The Employer shall designate an individual representative to act in liaison between the Unit Chairperson and the Employer.
 - (e) The Employer shall not discriminate against any of the Employees who are Union Committee members who, from time to time, represent other Employees.

(f) Stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during their regular working hours. Stewards shall not leave their regular duties without receiving permission from management, in respect of investigating, presenting or processing a grievance. Such permission shall not be unreasonably withheld. Such time spent in handling grievances during the Union Representatives' regular working hours shall be considered working hours in computing overtime if within the regular schedule.

7.03

- (a) The Employer shall recognize a Negotiating Committee consisting of a National Representative, one Local Union Representative and up to two Stewards.
- (b) The Employer agrees to pay all time spent for the Union Stewards in negotiations.

7.04

Labour Management meetings will be held at the request of the Employer or the Union, but not more than once per month. The Union and the Employer agree to meet with equal representation from both parties with rotation of host of the meeting. Employees shall receive straight hourly pay for such meetings.

7.05

Meetings will be arranged at mutually agreed upon times.

Article 8 - Grievance Procedure

8.01

It is the mutual desire of the parties that complaints and grievances will be resolved as quickly as possible. Before filing a complaint, an Employee should first seek to informally resolve the matter directly with their supervisor. The parties recognize that in some situations it is not practical for an Employee to directly confront their supervisor with an issue.

8.02

Step #1

Complaints shall be referred in writing to the Executive Director or designate within ten business days of the actual occurrence or when the occurrence became known or ought to have been known. The Employee and Executive Director (or the designate, to the extent that the Executive Director is absent) will have a meeting in respect of the complaint within ten business days of the complaint being received.

If the meeting does not resolve the complaint, the Executive Director or designate shall reply to the complaint within ten business days from the date of the meeting.

8.03

Step #2

If the Executive Director's or designates reply is not satisfactory to the Employee or if the time for reply has expired, the complaint may then become a grievance and the Employee will be accompanied by a Steward or a Local Union Representative.

The grievance shall be reduced to writing within ten business days from the date of the reply to the complaint. The Union shall submit the written grievance to the Executive Director or designate. The facts giving rise to the grievance, the remedy sought and the Article(s) of the Agreement, which are alleged to have been violated, shall be set out in the grievance and signed by the Employee. The grievance will not be denied solely on the grounds that an article has not been properly quoted.

Bargaining unit Employees have the right to the assistance of the Local Union Representative and/or designate, at Step 2 of the Grievance procedure.

Within ten days of receiving the grievance, the parties shall convene a grievance meeting. The Employee shall be accompanied by the Steward or a Local Union Representative.

The Executive Director or designate shall state the reply, in writing, within ten business days of the date of the meeting.

8.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or administration and an alleged violation of the Agreement shall be originated at Step two within ten business days or when it becomes known following the circumstances giving rise to the complaint or grievance. It is expressly understood, however that the provisions of this Article may not be used with respect to a grievance directly affecting an Employee where such Employee could institute the grievance, and the regular grievance procedure shall not be by-passed. If the policy grievance is not settled at the conclusion of a meeting between the parties to discuss it, the responding party shall reply in writing within ten business days of the meeting

8.05 Group Grievance

Where two or more Employees have identical grievances and each Employee would be entitled to grieve separately they may present a group grievance in writing identifying each Employee who is grieving. A group grievance will be filed at Step 2 of the grievance procedure within ten business days of the circumstances giving rise to the complaint or grievance or of when the circumstances became known or ought to have been known to the Employees. The Executive Director or designate shall reply, in writing, to a group grievance within twenty business days of receipt of the grievance.

8.06 All time limits specified above may be extended by mutual written agreement. The time limits referred to above are expressed as days excluding Saturday, Sunday and statutory holidays.

8.07 No matter may be submitted to arbitration which has not been properly carried through all the required steps of the grievance procedure.

8.08 Discipline

A claim by an Employee that they have been disciplined or discharged unjustly may be treated as a grievance commencing at Step 2 of the grievance procedure, provided the grievance is submitted within ten business days after the discipline/discharge occurs.

- (a) Any Employee called to a meeting for any disciplinary meeting will have a Steward or Local Union Representative present and shall be allowed to meet with the Union prior to and/or after the discipline meeting.
- (b) The Steward(s) and the Local Union Representative/Designate will be notified immediately of the dismissal of any Employee in the bargaining unit.
- (c) Where an Employee receives written discipline and receives no further discipline for a similar incident for a period of twelve clear months from the date of the discipline, or when the discipline is withdrawn by grievance or arbitration, such discipline shall be removed from the Employee's record and shall not be used in a subsequent disciplinary action or arbitration proceedings.
- (d) The applicable time limit within Article 8.08(c) will not apply to discipline involving theft, or, physical abuse or harassment of a client, unless the discipline is withdrawn by grievance or arbitration.

8.09 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the Employer and the Union and the Employee(s).

8.10 The following shall be the progressive disciplinary practices of the Employer:

- 1) Verbal warning
- 2) Formal written warning
- 3) Written formal reprimand
- 4) Dismissal

Any unrelated incidents that may require disciplinary action will be treated as a separate incident.

The Executive Committee will be informed of any dismissal by the Executive Director.

Article 9 – Arbitration

- 9.01 Within fifteen business days after exhausting the grievance procedure as outlined in Article 8, either party may notify the other party of its desire to submit the grievance to arbitration.
- 9.02 The parties may agree to the appointment of a sole Arbitrator to hear grievances under this Article. Absent an agreement within fifteen business days of referring the matter to arbitration, either party may request the Minister of Labour to appoint a sole Arbitrator under the *Labour Relations Act, 1995*.
- 9.03 Each party shall pay one-half ($1/2$) of the remuneration and expenses of the Arbitrator and each party will bear the expense of its witnesses or advisors if any.
- 9.04 The Arbitrator shall have no power to add to, subtract from, nor to modify in any way, the terms of this Agreement or any letter, appendix, schedule attached to and shall not render a decision inconsistent with this Agreement.
- 9.05 The Arbitrator shall have the power to vary or set aside any penalty or discharge imposed relating to the grievance before the board.
- 9.06 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

Article 10 - Probation Period

- 10.01
- (a) New permanent full and part time Employees will be considered on probation for three months from the recent date of hire (“Probationary Period”). Upon completion of the Probationary Period the Employee shall be credited with seniority back to their date of hire.
 - (b) The release or discharge of an Employee during the Probationary Period shall not be the subject of a grievance or arbitration, outside of a grievance related to the discharge contrary to the *Human Rights Code*, R.S.O. 1990, c.H.19 or the *Ontario Health and Safety Act*, R.S.O. 1990, c.O.1.

Article 11 – Seniority

- 11.01 Full time seniority will be calculated based on the most recent date of hire.

- 11.02 The Employer shall maintain a seniority list for all Employees. A copy of this seniority list will be supplied to the Union once per year on January 2nd. If there are no objections to the accuracy of the list raised within thirty calendar days from the date the list was provided to the Union, it shall be accepted as correct for all purposes.

Article 12 - Job Posting

- 12.01 Where a vacancy or new job exists in the bargaining unit, the Employer will post notice of the vacancy within ten business days of notification, and shall remain posted for a period of a minimum of five business days. The notice will outline the job title; reference to the job responsibilities; qualifications; hours of work; rate of pay; instructions for submitting applications; closing date.
- 12.02 Job postings will be emailed to staff and Employees on layoff on or before the day of posting.
- 12.03 In cases of filling job vacancies, the following factors will be observed: the relevant skill, ability and qualifications. Where these factors are relatively equal, then seniority shall govern.
- 12.04 Copies of job postings within the bargaining unit will be sent to the Union Steward.
- 12.05 The name of the successful candidate will be posted within ten business days.

Article 13 - Hours Of Work

- 13.01 This Article shall not be construed as a guarantee of work. The regular week shall be from Monday to Friday.
- 13.02 Regular Hours:
- (a) The regular weekly hours of work for full-time Employees required to work shall average 37.5 hours.
 - (b) The regular weekly hours of work for part-time Employees required to work shall average at least 15 hours per week minimum, but less than 37.5 hours.
 - (c) The regular weekly hours of work for contract Employees required to work shall be decided by the Employer with notification to the Union.
- 13.03 Employees reporting to work as scheduled or who have been called back after leaving the premises, will be paid for all hours worked with a minimum of four hours pay.

Article 14 - Lieu Time

- 14.01 Wherever possible, any overtime hours worked must be approved in advance by the Executive Director in writing and must not exceed eight hours per week.
- 14.02 A full-time Employee who works in excess of thirty-seven and one half hours per week but not more than forty-four hours per week will be compensated by taking time off in lieu of pay on a one-to-one ratio.
- 14.03 An Employee who works more than forty-four hours in a week will be compensated by accruing time off in lieu of overtime at a rate of one and one half hour for each hour worked in excess of forty-four hours in a week.
- 14.04 A maximum of eight hours of overtime may be accumulated before the lieu time must be taken. Lieu time should be taken within two weeks of accumulation.
- 14.05 Use of banked lieu time will require consultation with the Executive Director, when they are available, and will only be approved where appropriate resources are available. The Executive Director or authorized representative shall decide on lieu time use requests within one week of the request being submitted.
- 14.06 To the extent that any overtime is claimed as a result of an emergency within the organization, the Executive Director should be contacted within five days after the overtime has been claimed and the reasons for the claim.

Article 15 - Rest Periods

- 15.01 Employees shall receive two 15 minute paid rest periods per regular shift that is longer than five hours.
- 15.02 Where an Employee has a shift longer than five hours, the Employee shall be allowed to take a lunch break totaling one hour, half of which will be paid. The break will be closest to the midpoint of the shift.
- 15.03 Employees who work more than 8 hours/day shall be allowed to take an extra 15 min paid rest period after every two hours of work, over eight hours. The rest periods in Article 15.03 are inclusive of any entitlements in Article 15.01. For greater certainty, the entitlements of Article 15.03 would only apply to a shift that is over eight hours.

Article 16 – Vacation

16.01 Every full-time permanent Employee is entitled to fifteen days of vacation leave per year, commencing from the start of their employment with vacation pay equal to 6% of their earned wages.

Every full-time permanent Employee is entitled to twenty days of vacation leave per year after the second year of employment with vacation pay equal to 8% of their earned wages.

Contract Employees and permanent part-time Employees are entitled to ten days of vacation leave per complete year of employment with vacation pay equal to 4% of their earned wages. After five years of employment they will be entitled to fifteen days of vacation leave per year with vacation pay equal to 6% of their earned wages.

Vacation leave shall accrue throughout the year.

A maximum of five days of unused vacation leave may be carried forward for use in a subsequent year.

The cost of any used but unearned paid vacation leave will be recovered from an Employee upon termination of employment.

All paid vacation leave earned but not used will be paid out upon termination of employment.

Requests for leave should be made in writing to the Executive Director as far in advance as possible. Generally, leave is granted on a first-come, first-served basis, providing adequate house coverage can be maintained for the period requested.

Article 17 - Statutory Holidays

17.01 This article applies to all Employees. The following days are public holidays:

New Years Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	August Civic Holiday	Boxing Day
Easter Monday	Labour Day	

And any new holiday proclaimed by the Ontario government.

If a public holiday falls on a day that would regularly be a working day for a permanent Employee, the Employer will give that Employee the day off work and pay them at their regular rate for that day.

When an Employee wishes to observe a religious or cultural day that is other than those listed above, she will be given the opportunity, upon agreement of the Executive Director, to substitute one for the other, subject to the requirements of the *Employment Standards Act, 2000* (as amended from time to time) or, alternatively, to enter into another mutually agreeable scheduling change which would allow them to observe the religious or cultural day without loss of pay. Such an arrangement will be documented and signed by the Employee and the Executive Director.

Article 18 - Wages

Refer to SCHEDULE "A".

Article 19 - Method of Payment of Wages

19.01 All Employees will be paid either by direct deposit or by cheque every two weeks.

Article 20 - Transportation Allowance

20.01 An Employee who is required by the Employer to use their personal vehicle in the performance of their regular duties, other than normal transportation to and from work, shall be reimbursed by the Employer at the rate of fifty-two cents (52¢) per kilometer traveled for the term of this Agreement. The Employer will also reimburse any required parking expenses incurred.

20.02 Any Employee who is required to accrue expenses for meals while performing their regular duties, other than scheduled lunch/break times, shall be reimbursed by the Employer:

- (a) Breakfast \$ 8.75
- (b) Lunch \$12.00
- (c) Dinner \$20.00

Article 21 - Jury and Witness Pay

- 21.01 When an Employee is required by subpoena to attend as a witness in court as a result of their working duties this time will be considered part of their regular work responsibilities, and they will be compensated for this time less any witness fee.
- 21.02 An Employee, when called for jury duty will be compensated for the difference between their normal earnings and the payment received for jury duty. In order to receive this payment, however, the Employee must notify and provide proof to the Employer as soon they have received notice of jury duty or notice of being subpoenaed as a witness. Employees must report for work on any day or part of the day they are not required to attend jury duty.

Article 22 - Layoff and Recall

- 22.01 The parties agree that this Article shall be governed by the *Employment Standards Act*. In the event of a permanent layoff, the Employer shall give each Employee notice of permanent lay-off in accordance with the *Employment Standards Act*.
- 22.02 In all other cases of lay-off, the Employer shall give each Employee who has acquired seniority of at least two years, at least four weeks, notice, provided however, such notice shall not be required if the lay-off occurs because of emergencies (for example, fire, natural disaster, power failure, equipment failure). Other than those who have seniority of at least two years, the Employer will comply with the requirements of the *Employment Standards Act*, in respect of any notice requirements.
- 22.03 Layoffs of Employees covered under the Collective Bargaining Agreement will be reported to the Union in writing.
- 22.04
- (a) For all Employees who are notified of a layoff, they shall have bumping rights based on level of seniority, to same level or lower level positions, which they are qualified to perform. Affected Employees will be given a familiarization/ training period to determine if they have the skill and ability to perform the work of the role they request to bump.
 - (b) In the event a reduction of hours causes a lay off, then the following shall be the order of lay off:
 - 1. Contract worker
 - 2. Probationary Employees;
 - 3. Permanent Employees (includes both full and part-time Employees).

- (c) The Employer agrees to meet with the Union ahead of any lay-offs to make the lay-offs as manageable and seamless as possible.
- 22.05 Employees who are displaced and laid off as a result of any Employee exercising their rights under the provisions of 22.04 will be given notice under 22.01 and 22.02
- 22.06 Recall after Layoff
- (a) Full time and Part Time Employees who are laid off and have retained their seniority will be recalled in order of seniority, for any full-time or temporary position, by the skill, ability, and qualifications to perform the work required.

Full-time and Part time Employees who decline a temporary recalled position will continue to retain their recall rights.
 - (b) If Probationary Employees are recalled within one year of being laid off, they will continue on the actual probationary period, as if no break was incurred.

Article 23 - Leaves of Absence

- 23.01 Union Education/Convention Leave
- (a) The Employer shall grant a leave of absence without pay to the Steward or unionized Employee selected by the Union to attend Union conventions or educational sessions unless the Employee cannot be replaced. Such leave must be applied for at least two weeks in advance and all leaves for any Employee shall not exceed thirty days per year.
 - (b) An Employee elected or appointed to a paid full time position within the Union shall be granted up to one year leave of absence without pay. Such leave shall be requested at least 3 months prior to the leave of absence.
 - (c) The Employer will pay the lost wages to an accumulated maximum of thirty days of any Employee who may be on leave of absence at the written request of the Union and the Union will reimburse the Employer the full amount of lost wages paid the Employee within thirty calendar days of the Employer billing the Union.
- 23.02 The Employer agrees to pay into a special fund an amount of two hundred dollars for Paid Education Leave (PEL). Such payment will be remitted as a one time payment for the life of this collective agreement into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road Toronto ON M2H 0A8

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

23.03 Personal Leave of Absence without Pay

- (a) An Employee will submit a written request for a leave of absence without pay to management of the Employer at least 30 days prior to the start date of the requested leave. Management of the Employer is responsible for approving all requests for leave. When considering a request, the management of the Employer will consider, at a minimum, the following factors:
 - Organizational stability
 - Program coverage
 - Financial implications for the organization
- (b) An Employee may request a leave of absence without pay for professional development and/or personal reasons. Professional development includes, but is not limited to: pursuing further education, pursuing a temporary contract, accepting an offer of secondment, or otherwise furthering ones' skills and expertise. Personal reasons include but are not limited to: family commitments or self-care.
- (c) Vacation credits, sick leave credits and the Employer's contribution to benefit premiums will not be affected during any leave without pay of four weeks or less.

For leaves of absence without pay greater than four weeks not covered by the *Employment Standards Act*, an Employee shall maintain but not accumulate service, sick leave credits, vacation credits, and may choose to assume payment of all premiums and contributions relating to the extended benefit package or terminate benefit coverage for the duration of their leave. The Employer is not required to continue any benefits.

The Executive Director will respond to all requests in writing.

For greater certainty, leaves of absence without pay include but are not limited to, any leave not covered by the *ESA*, including short-term disability, or long-term disability.

Article 24 - Bereavement Leave

- 24.01 In the event of death in the immediate family, Employees shall be granted five (5) days paid bereavement leave of absence from scheduled work for the death of legal spouse (including common law) and same sex partner, child, adopted child, or step child.

- 24.02 Three (3) days bereavement leave of absence from scheduled work for the death of mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-mother, step-father, grandmother, grandfather, grandchild.
- 24.03 One (1) day bereavement leave of absence from scheduled work for the death of sister-in-law and brother-in-law.

Article 25 – Pregnancy/Parental/Adoption Leave

- 25.01 An Employee who is pregnant and who has at least (13) thirteen weeks' service prior to the expected due date, except as otherwise provided by provincial legislation, shall be entitled to pregnancy leave of up to seventeen weeks.
- 25.02 Parental Leave / Adoption Leave
- An Employee who is a new parent and who has at least thirteen weeks' service prior to the leave date, except as otherwise provided by provincial legislation, shall be entitled to parental leave of up to sixty-one weeks as follows:
- a) In the case of a birth mother, the parental leave shall commence immediately after the expiry of the maternity leave, except when the child has not yet come into their care;
 - b) In the case of a new parent other than the birth mother, the parental leave may commence at any time in the fifty-two weeks after the birth or the date the child comes into the care and custody of the parent(s).
 - c) Leaves for adoption in accordance with *EI* Legislation. This leave must be taken after the definite arrival of the child.
 - d) The Employee who legally adopts a child and who does not benefit from the leave mentioned in the preceding paragraph, is entitled to a paid leave of a maximum duration of two working days.
- 25.03 Notice of pregnancy, parental or adoption leave must be supplied to the Employer at least two weeks before the leave is taken.
- 25.04 During the leave as outlined above, the Employee's normal benefit entitlements shall be maintained.
- 25.05 An Employee who is entitled to maternity and/or parental benefits under the *Employment Insurance Act* and whose spouse or partner is not applying for such EI benefits must make application for such EI benefits. An Employee who does not make application for such EI maternity and/or parental benefits must provide proof that their

spouse or partner is accessing such benefits. An Employee may also elect to split the leave, using EI benefits for the maternity portion of the leave only.

- 25.06 A full-time permanent Employee on pregnancy leave or parental leave who is in receipt of Employment Insurance (“EI”) maternity benefits or parental leave benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 80% of their regular weekly earnings and the sum of their weekly EI benefits and this for a maximum period of fifty-two weeks starting following the EI waiting period from when they first commence EI benefits. In order to be eligible for such payment, the full-time permanent Employee must furnish cheque stubs from EI.
- 25.07 The Employee will be reinstated to the same position and location when they resume work. If the position no longer exists, they will be reinstated to a comparable position, if no comparable position exists, they may exercise bumping rights based on their seniority, but only to the extent that they are qualified to perform the position.

Article 26 - Family Medical Leave

- 26.01 An Employee is entitled to an unpaid leave of up to eight weeks to provide care or support for a family member as defined in section 49.1 of the *Employment Standards Act, 2000* (as amended from time to time) if a qualified health practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death occurring within a period of 26 weeks.

Such leave is subject to the terms outlined in the *Employment Standards Act, 2000* (as amended from time to time).

During the leave, the Employee will continue to accrue service and seniority. On return to work, the Employee will be reinstated to their own position, or if their position no longer exists, to a comparable position. However, the Employer may terminate the employment of an Employee during their leave or upon return from leave if the termination is unrelated to the leave.

The Employee who participates in the benefit plans of the Employer prior to the leave has the option of continuing all benefits, including medical, dental and pension. Their share of the cost, if any, must be paid during the leave on a monthly basis by way of post-dated cheque

Article 27 - Sick/Mental Health Leave

27.01 Every full-time permanent Employee is entitled to fifteen days of paid sick leave per year, prorated for a partial year of employment. Sick leave will accrue throughout the year.

Every part time Employee is entitled to fifteen days of paid sick leave per year, their sick leave entitlement will be prorated based on their normal working hours per week.

A maximum of fifteen days of unused sick leave may be carried forward for use in the subsequent year. An Employee will not have more than thirty days of sick leave accrued at any time.

The cost of any used but unearned sick leave will be recovered from the Employee (through a deduction from their wages or otherwise) upon termination of employment. Unused leave will not be paid out upon termination of employment.

Article 28 - Personal Leave

28.01 Every full-time permanent Employee is entitled to three days of paid leave per year for personal reasons, including but not limited to, attending medical or dental appointments or to the needs of a family member.

28.02 Whenever possible medical and dental appointments should be scheduled outside of regular working hours.

28.03 Unused personal leave expires at the end of the calendar year.

Article 29 - Discretionary Leave

29.01 In exceptional circumstances, an Employee may be granted a period of paid leave as determined by the Executive Director.

Article 30 - Unpaid Leave of Absence

30.01 An Employee may be granted an unpaid leave as determined by the Executive Director.

During the leave, the Employee will continue to accrue service and seniority. On return to work, the Employee will be reinstated to their own position, or if their position no longer exists, to a comparable position. However, the Employer may terminate the employment of an Employee for just cause, during their leave or upon return from leave if the termination is unrelated to the leave.

The Employee who participates in the benefit plans of the Employer prior to the leave has the option of continuing all benefits, including medical, dental and pension. Their share of the cost, if any, must be paid during the leave on a monthly basis by way of post-dated cheque.

Article 31 - First Aid and CPR Training

- 31.01 The Employer will provide First Aid and CPR training for full time and part time Employees.
- 31.02 The Employer will pay one hundred percent of the cost of approved First Aid and CPR for all Employees.

Article 32 - Professional Development

- 32.01 Employee's education and training objectives will be reviewed on an annual basis.
- 32.02 Subject to operational requirements, and the prior approval of Management, all Employees will have access to paid education and training opportunities. In the event that these opportunities are not successfully completed, the Employee will reimburse the Employer the full cost of the training.
- 32.03 All full time Employees will be granted lieu time for attendance and successful completion of approved education and training, when they attend on their own time.

Article 33 - Employee Assistance

- 33.01 The Employer recognizes that its Employees may experience problems that bear on their ability to perform their jobs and that it is of mutual benefit to make resources available to them to resolve such problems. In order to ensure that its Employees have assistance to deal with such problems, the Employer, within the limits imposed by the restrictions of its funding and service needs, will endeavour to:

- provide extended health care insurance to provide permanent full-time Employees with some payment for professional services from psychologists, naturopaths, homeopaths, physiotherapists, etc.;
- grant time off from work for Employees to attend sessions with psychiatrists, psychologists, social workers, spiritual counsellors or other therapists of their choice to assist their resolution of issues commonly identified as warranting the assistance of such persons; and
- grant time off work as well to attend individual or family or special health counselling sessions (eg. addressing stress relief, nutrition) or life problem services (eg. lawyers, accountants, debt counsellors) with a counsellor or agent chosen by the Employee.

Because of the limits of its funding, the Employer will be unable to incur extraordinary costs for such services to its Employees or their families; only those items covered by insurance that the Employer purchases will be paid. The Employer will be unable to screen or select the counsellors or other agents who might provide such services, and those choices remain the responsibility of each Employee.

Discussion between the Employee and the Executive Director will determine the appropriateness of the timing and duration in relation to the Employer's support of absence from work.

Article 34 - Group Benefits

34.01 For all full-time and part-time permanent Employees, the Employer will pay 68% of premiums for a group benefits plan, provided by the Employer's insurer. The benefits plan will include the following components:

- a. Life insurance, including dependent life insurance;
- b. Accidental death and dismemberment;
- c. Medical; and
- d. Dental and vision care.

In respect of the long-term disability plan, the Employee will be responsible for 100% payment of the premiums required by the long-term disability plan.

All Employee premium payments are done by way of payroll deduction.

In respect of this Article, the Employer is only responsible for the premiums payable related to the benefit plan as outlined. The Employer will not be liable should a claim for any benefit or claim be denied by the insurer.

Any claim by an eligible Employee as to entitlement for benefits under the insurers benefit plan, is not subject to arbitration under this Collective Agreement.

Article 35 - Pension

- 35.01 The pension contribution of each Employee is 5% of their gross salary, which is deducted from their bi-weekly pay. The Employer will contribute 5% of each Employee's gross salary to their pension plan. Employees may not elect to place these contributions with another investment broker/agent while employed by the Employer. Withdrawal from the Group pension plan is governed by the rules of the plan as described in the materials provided upon enrollment.

Article 36 - Health and Safety

- 36.01 The Employer shall institute and maintain all reasonable precautions to ensure every worker a safe and healthy workplace.
- 36.02 The Employer and Union will co-operate fully to promote safe work practices and agree to abide all provisions of the Ontario *Occupational Health and Safety Act*.
- 36.03 An Employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of their shift at their hourly rate of pay. The Employer shall provide transportation to and from the place of treatment or hospital.
- 36.04 The Employer will pay 100% costs of any medical notes that are requested by the Employer or the benefit carrier.
- 36.05 It is further understood that, seniority shall accrue for the duration of absence if an Employee's absence is due to disability resulting in WSIB or LTD benefits or while an Employee is on sick leave (including the Employment Insurance period).
- 36.06 An Employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of their shift at their hourly rate of pay. The Employer shall provide transportation to and from the place of treatment or hospital.
- 36.07 The Employer will pay 100% costs of any medical notes that are requested by the Employer or the benefit carrier.

36.08 It is further understood that seniority shall accrue for the duration of absence if an Employee's absence is due to disability resulting in WSIB benefits or LTD benefits or while an Employee is on sick leave (including the Employment Insurance period).

Article 37 - Return to Work

37.01

- (a) The Employer and Union agree injured Employees will be accommodated and acknowledge their joint obligation to do so.
- (b) The Union will be involved in any return to work with modified duties and any accommodation plan of an injured worker.

Article 38 - Contracting Out/In

38.01 Work normally performed by bargaining unit members will not be performed by outside contractors.

38.02 Persons excluded from the bargaining unit may only perform bargaining unit work in the following situations;

- (a) For cases of emergency.
- (b) For training purposes, including for educational training purposes.
- (c) For replacement of bargaining unit Employees when no other bargaining unit member can do the work after being asked to do so.

38.03 For the purposes of Article 38, work performed by volunteers will not be subject to any grievance.

Article 39 – Confidentiality

39.01 The Union and the Employer are committed to ensuring that client confidentiality is maintained at all times. The Employer and Union acknowledge the fundamental importance of maintaining confidentiality and that effective service cannot be delivered without it.

- 39.02 The Union and the Employer agree that maintaining client confidentiality is an obligation of the Employer, the Union and the Employee. Violation of confidentiality is a ground for discipline up to and including discharge.
- 39.03 The Union and the Employer agree that the location of the Employer's premise is confidential.

Article 40 - General

- 40.01 The Employer will provide an electronic bulletin board via Sharepoint, or alternate software, for the purpose of posting Union notices to its membership. The software and access will be available to all members of the Union.

Article 41- Technological Change

- 41.01 Technological change means the introduction, by the Employer, of new and different or substantially changed equipment which results in a reduction of the number of Employees previously required to perform the task affected.

The Employer shall give the Union 30 calendar days' notice of any technological change. During the notice period, the Employer will meet with Union executives to explain the technological change and discuss any effect it will have on the Employees, with a view to minimizing such effects.

Article 42 - Workplace Equity

- 42.01 The Employer and the Union wish to eliminate systemic discrimination, and to develop a work environment that promotes equity and diversity. A diverse and representative composition of Employees promotes and ensures the delivery of quality services to abused women and children at Harmony House Shelter.

- 42.02 The Employer is committed to creating a qualified and diverse work force. In recognition of the historic and systemic disempowerment of and discrimination against specific groups in our society, the Employer will work in a proactive manner to ensure responsible representation from groups that have been, and remain, inadequately, or under-represented within the work environment.

The following list serves only as an example of some of the factors which should be considered during any evaluation or review of the staff composition at Harmony House

Shelter: age, gender, race, creed, colour, nationality, ancestry, place of origin, HIV status, marital status, family status, disability, sexual orientation, political or religious affiliation, and gender expression or any other prohibited grounds for discrimination under the *Ontario Human Rights Code*.

- 42.03 Under the *Ontario Human Rights Code*, detailed questions regarding an individual's association and/or identification with the groups listed above are inappropriate to ask in an interview; however, individuals will be encouraged to identify how they may contribute to, promote and/or enhance diversity within the organization.
- 42.04 The Employer is responsible for ensuring employment diversity and employment equity in the organization.

Article 43 - Paid Domestic Violence Leave & Discipline

43.01 Protection

The Employer recognizes that Employees may face violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that, when there is adequate verification from a recognized professional and/or survivor's lived experience (i.e. doctor, lawyer, counsellor, shelter worker), an Employee will not be subjected to discipline if work performance or absence can be linked to the abusive or violent situation.

Absences which are not covered by sick leave or disability insurance will be granted as an absence with pay at the Employer's discretion.

Article 44 - Letters of Understanding

- 44.01 All Letters of Understanding, Schedules and Appendixes are attached to and form part of this Collective Agreement. They are also subject to the grievance and arbitration procedure.

Article 45 - Duration and Termination

45.01 The Agreement shall be binding on both parties from March 16th, 2024 to March 15th, 2027 and thereafter from year to year unless notice is given in writing by either party to the other party, no less than sixty days or more than ninety days before the termination date of this Agreement, of either party's desire to negotiate revisions, amendments or the termination of this Agreement and negotiations will then commence not less than forty-five days before the termination date of the Agreement.

In WITNESS whereof the parties have caused this Agreement to be executed:

Executed on this 28th day of April 2026.

For the Employer

Marilyn Matheson

For the Union

Sandi Laydu

Sandi Laydu (Apr 29, 2026 10:01:23 EDT)

Lee-Anne Lee

Lee-Anne Lee (Apr 28, 2026 16:08:11 EDT)

Micelle Ann

Letter of Understanding #1: Flexible Work Arrangements

All Employees covered by the Collective Agreement are required to perform work at the Employer's premise, unless the Employer permits a hybrid work environment. In the event that a hybrid work environment is permitted, the Employer retains the absolute discretion to discontinue the hybrid work environment and require the Employee attend the Employer's premises on written notice to the Employee.

Executed on this 28th day of April 2026.

For the Employer

Marilyn Matheson

For the Union

Sandi Laydu

Lee-Anne Lee

Micasee An

Letter of Understanding #3: Benefits for Contractors

Notwithstanding what is contained in Article 34.01, a Contract employee who is hired to work at least thirty (30) hours per week, who works exclusively with Harmony House, who is contracted to work at least one (1) year, and who has worked at least three (3) months of service with Harmony House will be eligible for the group benefits under Article 34.01, but will not be eligible for long-term disability benefits..

Executed on this 28th day of April 2026.

For the Employer

Marilyn Matheson

For the Union

Sandi Laydu
Sandi Laydu (Apr 29, 2026 10:01:23 EDT)

Lee-Anne Lee
Lee-Anne Lee (Apr 28, 2026 16:08:11 EDT)

Michele Am

Schedule A – Wages

Title	Current Wages	Wages at Start	Year 1 0.5%	Year 2 2%	Year 3 2%
Case Worker – Women and Families	\$32.53	\$32.53	\$32.69	\$33.34	\$34.00
Case Worker – Housing	\$32.53	\$32.53	\$32.69	\$33.34	\$34.00
Volunteer and Program Coordinator)	\$32.53	\$32.53	\$32.69	\$33.34	\$34.00
Outreach Worker (FT)	\$32.53	\$32.53	\$32.69	\$33.34	\$34.00
Therapist	\$47.08	\$47.08	\$47.32	\$48.26	\$49.22
Facility and Maintenance Coordinator	\$32.53	\$32.53	\$32.69	\$33.34	\$34.00
Child and Youth Program Supervisor	\$32.53	\$32.53	\$32.69	\$33.34	\$34.00
Child and Youth Worker	\$24.45	\$24.45	24.57	\$25.06	\$25.56

In respect of the Facility and Maintenance Coordinator and the Child and Youth Supervisor roles, the Employer agrees to a one-time retroactive payment, which would result in those positions having pay equal to \$32.53 per hour, commencing from April 1st, 2024, for the Facility and Maintenance Coordinator, and commencing September 1st, 2024 for the Child and Youth Supervisor. The retroactive payment will be made within 30 days following entering into the new Collective Agreement between the parties.

All monetary is retroactive to March 15, 2024

Pay equity will continue to be paid out in a lump sum each year over the life of the Agreement

Shift Premium of 30 cents/hour for all hours worked between 11pm and 8am.