

COLLECTIVE AGREEMENT

BETWEEN:



AND:

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1287



January 1, 2023 to December 31, 2025

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being, and security of all the Employees and Management.
- 5) Both parties agree to act in a fair and reasonable manor.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:

- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of persons who receive service by The Hope Centre: Community Resources in Advocacy;
- (b) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees;
- (c) To hire, lay-off, recall, direct, assign duties, promote, demote, transfer, classify, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that they have been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided;
- (d) None of the foregoing rights shall be exercised in a manner that is in conflict with this Agreement.

1.02 No Discrimination

Both parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced, with respect to any employee in the matter of hiring, wage rates, training,

upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, creed, race, colour, national origin, religion, political affiliation or activity, sex, marital status, sexual preference, place of residence, nor by reason of his/her membership or activity in the union including filing a grievance. However, nothing in this article shall contravene the Human Rights Code of the Province of Ontario.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all of employees of the Hope Centre: Community Resources in Advocacy in the Region of Niagara save and except supervisors and persons above the rank of supervisors and administrative staff. Ontario Labour Relations Board Certificate File #1067-11-R.

2.02 Work of the Bargaining Unit

- (a) Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except for the purposes of instruction, and emergencies, or when a regular qualified employee is not available.
- (b) Students and Volunteers may provide assistance to the Employer on a paid or unpaid basis to enrich programs or provide other services provided that they are not used to replace bargaining unit employees.

2.03 No Other Agreements

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

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

2.04 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who regularly works no less than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling and have completed their probationary period.
- (b) A "part-time" employee shall be deemed to be an employee who regularly works not more than twenty-nine (29) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling and have completed their probationary period.
- (c) A "relief" employee is one who is called in from time to time as circumstances demand, and as such is not provided with continuous and/or regular hours and have completed their probationary period.

2.05 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to deal with any matters arising out of this collective agreement. Such access shall be requested in writing and approval will not unreasonably be denied.

2.06 It is understood that there will be no union activity on the employer's property during working hours other than as provided in the Agreement or as authorized in writing by the Employer.

ARTICLE 3 - NO STRIKES/NO LOCKOUTS

3.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement, there will be no strike, picketing, slow-down, either complete or partial, and the Employer agrees that there will be no lockout.

3.02 The words "strike" and "lockout" as used herein are agreed to have the meaning defined by those words in the current Ontario Labour Relations Act.

3.03 No Employee who is a member of CUPE Local 1287 will be disciplined for refusal to cross a legal picket line where to do so would present a real danger of physical harm to the employee or an individual being served by The Hope Centre: Community Resources in Advocacy.

ARTICLE 4 – HARASSMENT

4.01 The Parties agree that there shall be no harassment practiced against any employee, in accordance with the Ontario Human Rights Code, the Ontario Labour Relations Act, the Employer's harassment in the Workplace Policy, the Employer's Workplace Violence Prevention Policy as may be amended from time to time. The Parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free of inappropriate behaviour or other offensive conduct.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the Local Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 30th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

5.03 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and, shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

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

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the CEO (Chief Executive Officer) or their designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union.

ARTICLE 7 – UNION - MANAGEMENT RELATIONS

7.01 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

Union officers and committee members shall be permitted to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer and participation in the arbitration process. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked. It is agreed that the employer shall pay the wages to Union officers and Committee members for time spent participating in the Arbitration process. All such costs incurred by the employer shall be submitted to the Local for reimbursement.

7.02 Bargaining Committee

- (a) A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) unit members of the Union, with the addition of the Unit Vice President as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. Each member of the Union Bargaining Committee will be responsible for informing their supervisor of any scheduled negotiation meeting where their scheduled shift is affected.
- (b) Union Bargaining Committee members shall be permitted to leave their work during working hours in order to carry out their functions under this agreement. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied. All time spent in performing the above shall be considered as time worked. The Union Bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours. It is agreed that the employer shall pay the wages to Union officers and Committee members for time spent participating in the negotiation process. All such costs incurred by the employer shall be submitted to the Local for reimbursement.
- (c) The union shall have the right at any time to have the assistance of the Canadian Union of Public Employees or any other advisor when dealing or negotiating with the employer.

7.03 Labour – Management Committee

A Labour/Management relationship committee shall be established consisting of two (2) employee representatives of the union and two (2) representatives of the employer. The committee shall enjoy the full support of both parties in the interests of improving service to the people that we serve and working environment for the employees.

The committee shall concern itself with the following general matters:

- (a) considering constructive criticism of all activities so that better relations shall exist between the employer and the employees
- (b) improving services and programs
- (c) promoting health and safety practices
- (d) reviewing suggestions from employees to improve working conditions and service but not grievances concerned with service

The committee shall meet at least twice (2) yearly at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee. Time spent on this committee will be considered as time worked.

The committee shall not have jurisdiction over wages or any matter of collective bargaining including administration of the collective agreement. The committee shall not supersede the activities of any other committee of the union or of the employer to any decision or conclusions reached during their discussions. The committee shall make recommendations to the union and the employer with respect to its discussions and conclusions. It is understood that the mandate of the committee shall not include resolving outstanding grievances.

The CEO (Chief Executive Officer) / designate and the unit chairperson shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting before they are circulated.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

- (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and processing his/her grievance in accordance with the grievance procedure.
- (b) The grievance committee shall be comprised of the Unit Vice President or designate, plus the steward directly involved with the grievance. At each step of the grievance procedure the grievor shall have the right to be present. The employer will recognize and deal with the said committee as provided in the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Permission to Leave Work

The employer agrees that stewards shall not be hindered, coerced, restrained, or interfered in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The union recognizes that each steward will not leave their work during working hours except to perform their duties under this agreement. Therefore, no steward shall leave their work during working hours except to perform their duties without the permission of their supervisor, which permission shall not be unreasonably denied. The grievance committee shall not suffer any loss of pay for the total formal time involved in grievance up to but not including the arbitration procedure.

8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where either party has acted unjustly or improperly.

All correspondence between the parties, arising out of the agreement or incidental thereto, shall pass to and from The Hope Centre: Community Resources in Advocacy and the Canadian Union of Public Employees Local 1287.

8.05 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

Any employee who believes they have a justifiable complaint or grievance shall first discuss the complaint or grievance with their supervisor in the presence of their steward. If a satisfactory resolution to the discussion is not reached within five (5) days and a grievance is to be processed, then the following steps shall be taken.

STEP 2

If a resolution is not achieved in Step 1, an employee together with his/her steward shall refer it to a manager/or designate in writing within five (5) working days of the employers' answer at Step 1. The manager/or designate shall reply to the Union President/or designate in writing giving the answer to the grievance within five (5) working days from the submission. A copy shall be sent to the Unit Vice President.

STEP 3 - (EMPLOYER TO RESPOND)

If further action is to be taken, within five (5) working days after the decision is given in Step 2, the employee with the assistance of their steward shall submit the grievance in writing to the CEO (Chief Executive Officer). Within five (5) working days, a meeting will be held between the CEO, the manager and the Union Representatives of the Canadian Union of Public Employees, and the employee. It is understood that at such meeting the CEO may have such counsel and assistance as they may desire. The decision of the CEO shall be given in writing within five (5) working days following the meeting.

8.06 Grievance Mediation

Prior to a grievance being submitted to arbitration either party may request the assistance of a Grievance Mediation Officer. If the parties utilize this process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the mediation meeting. In the event that the grievance is not resolved in mediation, the time limits will commence the day following said meeting. The parties will jointly share the costs of the Grievance Mediation Officer's services.

8.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees of the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

8.08 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

8.10 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The employer shall also supply the necessary facilities for the grievance meetings.

8.11 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

8.12 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

8.13 Employer's Grievance

The employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this agreement (by the union and employees covered in this agreement.), in writing at Step 2 of the grievance procedure, by forwarding a written statement of said grievance to the national representative of the local union, providing it is presented within ten (10) days after the circumstances giving rise to the grievance have occurred; the national representative of the local union shall give their decision in writing five (5) days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the employer.

ARTICLE 9 - ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute other penalties, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the

fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with copies to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. Such expression of dissatisfaction shall not become part of his/her record for use against him/her in regards to discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

10.02 Clearing the File

The record of an employee shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.03 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such employee fails to bring her work up to a required standard, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. The copy shall be presented to the employee in the presence of her steward.

10.04 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.05 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8.06, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other

arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.07 Designation of Supervisor

Every employee shall be notified of their immediate designated supervisor by means of an organizational chart to be posted.

10.08 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review his/her personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.09 Right to have Steward present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

- (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the employer prior to the certification or the recognition of the union.
- (b) Seniority shall operate on a bargaining unit-wide basis. In the event that two or more employees have the same seniority date, the total number of actual hours worked will determine seniority.

11.02 Seniority List

The employer shall prepare one seniority list for regular full-time employees based on actual date of hire and one for regular part-time employees based on the actual hours worked. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

The lists shall be updated May 1st and November 1st of each calendar year and shall be delivered to the union and posted in each job site.

11.03 Probationary Employees

- (a) A newly hired employee shall be on probation for the first five hundred (500) actual hours worked and shall have no rights under this collective agreement and is subject to termination without cause or reason. After successful completion of the probationary period, seniority shall be effective from the original date of employment. Seniority for the purposes of probation will only be calculated for a maximum of forty (40) hours per week.
- (b) If a probationary employee is the only applicant to a job posting, they will be allowed to accept the position if it means a promotion for the employee.
- (c) Management will advise in writing to the chairperson of the union when it is necessary to extend a probationary period for any new employee hired by the Agency. Such extension will not be made without just cause. Notification of such extension will be made to the union at least two (2) weeks before the completion of the probationary period.

11.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident or leave of absence approved by the Employer.

An employee shall only lose his/her seniority in the event:

- (a) voluntary resignation if not withdrawn five (5) working days from the date of submitting such resignation.
- (b) discharge and the discharge is not reversed through the grievance procedure.
- (c) she/he is laid off in excess of twelve (12) months.
- (d) absence for three (3) consecutive days without notifying the employer (unless a reason satisfactory to the employer is given) in which case such employee will be deemed to have quit the employ of the employer without notice.
- (e) the employee has been laid off and fails to return to work within ten (10) calendar days after notification to do so has been sent to him/her by registered mail or personal delivery, to the last address on record with the employer, or by direct personal contact with the employee. It is the obligation of the employee to maintain on record with the employer an address at which registered mail can be received by him/her or on their behalf at all times.
- (f) fails to return to work upon expiration of an approved leave of absence or utilizes leave of absence for any purpose other than that for which it was granted.
- (g) Relief employees who continue to refuse available shifts offered in the last 30 (thirty) days, or, continue to be unavailable to work will be subject to the employer's disciplinary procedure.

It is understood that should there be a loss of seniority as defined under article 11.04 (a) to (g) that termination of employment will occur.

11.05 The union shall be notified of all promotions, demotions, hiring, layoffs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

11.06 Actual hours worked as used in this agreement shall include paid time spent in staff training, paid statutory holiday or days in lieu thereof, paid vacation time and paid sick leave.

11.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a permanent position outside the bargaining unit without their written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he/she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

11.08 If an employee transfers from part-time to full-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing anniversary date: 2080 hours PAID equals one (1) year.

11.09 If an employee transfers from full-time to part-time, the following method shall be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: one (1) year equals 2080 hours PAID.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

(a) When a new position is created or where it is deemed necessary to fill a vacancy including temporary vacancies expected to exceed four (4) months, the employer shall post the notice of vacancy in both sites for a minimum of one (1) calendar week.

Where the vacancy is expected to be four (4) months or less the position may be filled by appointment provided the following conditions are met:

1. Appointments will be made based on seniority from amongst qualified staff at the site where the vacancy exists.
2. If the appointment cannot be filled from amongst staff at the site where the vacancy exists the employer will appoint the most senior person qualified to complete the work.
3. In circumstances where a temporary vacancy expected to be four (4) months will exceed four (4) months the vacancy must be posted and filled in accordance with the collective agreement.
4. The employee appointed to a temporary vacancy that exceeds four (4) months may continue in the position for up to two (2) additional months or until the position is posted and filled whichever occurs first. There shall be no extensions to an appointment beyond six months unless the union provides specific approval in writing.

(b) Job postings shall contain the following information: classification, wage rate, hours of work, job site, duties and qualifications.

- (c) Once a permanent posting has been accepted the successful applicant must stay in that position for a minimum of six (6) months, except in the case of a promotion.
- (d) If an employee accepts a temporary posting position, they will be required to fulfill the length of the temporary position before applying to any other posting, except in the case of promotion.
- (e) Promotion is defined as any position that has a higher guarantee of hours, rate of pay or classification.

12.02 Until the vacancy is filled resulting from the job posting provisions, the employer is free to fill a vacancy on a temporary basis as deemed necessary. The employer will advise the union in writing of any and all appointments including name, site and start date and extensions of any of these appointments.

12.03 If no applications are received by 4:00 p.m. on the closing date, the employer may start proceedings to secure permanent applications for the vacancy from other sources.

12.04 All internal applications received will be considered within seven (7) days of the end of the posting procedure.

12.05 Successful Applicant

The successful applicant shall be notified within two (2) weeks following the end of the posting period. Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant will be announced by email.

The employer shall provide an explanation upon request of an employee of any shortcomings in their qualifications.

12.06 Trial Period

Successful applicants shall be given a trial period of two (2) weeks, during which time they will receive the necessary training for the position. The employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) weeks. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

12.07 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointments shall be made of the applicant with greatest seniority providing the applicants are determined to be relatively equal based on qualifications, job requirements, ability and knowledge. The employer shall not exercise these changes in an unfair or discriminatory manner.

12.08 Postings while on Vacation or Leave

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

ARTICLE 13 – LAY-OFFS AND RECALLS

- 13.01 (a) Both parties recognize that job security shall increase in proportion to the length of seniority. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.
- (b) The employer shall meet with the union executive prior to a lay-off to review the seniority list and to discuss the order of lay-off. In addition, the parties will look to identify and implement all reasonable alternatives to lay-off.

Note: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the union provided in (a) above shall be considered notice to the union of any subsequent lay-off.

- 13.02 Employees shall be recalled in order of their seniority provided that the most senior employee has the minimum qualifications, job requirements, ability and knowledge to perform that job for which they are being recalled.
- 13.03 New employees shall not be hired until those laid off and who still retain seniority rights have been given an opportunity to recall.
- 13.04 An employee who accepts lay-off or exercises their bumping rights or otherwise secures alternate employment within the Agency following a notice of lay-off shall retain the right to be reinstated in their former job if such becomes available within nine (9) months of their original notice of lay-off.
- 13.05 (a) An employee shall have the opportunity of recall from lay-off in order of seniority to the final subsequent vacancy after the job posting provision has been exhausted providing they have the ability to perform within a reasonable time period and is qualified.
- (b) Employees on lay-off shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. Further such employee recalled to temporary vacancy is not entitled to any notice of lay-off at the end of the temporary assignment.
- 13.06 Grievances concerning lay-offs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.

ARTICLE 14 - HOURS OF WORK

14.01 (a) Normal Hours of Work, Weekdays

The normal hours of work shall be eight (8) hours per day, exclusive of an uninterrupted paid thirty (30) minute meal break. It is understood that the paid lunch break must be taken at the worksite.

(b) Relief Hours of Work

The normal hours of work shall be twelve (12) hours per day, exclusive of two (2) uninterrupted paid thirty (30) minute meal breaks.

All employees must be provided two (2) consecutive days off per week. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

- (c) Relief hours shall be offered as equitably as possible in the order of seniority on a rotational basis.

14.02 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.

14.03 Rest Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer.

14.04 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours at straight time, except when work is not available due to conditions beyond the control of the employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

14.05 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

Overtime credit for all employees:

Employees working authorized hours in excess of normally scheduled working hours will receive an amount of time equal to time and one half off in "lieu" at a mutually convenient time. Overtime

must be authorized in advance by the employee's supervisor or in the case of an emergency, overtime must be authorized by the on-call Staff.

15.02 Overtime Rates

Overtime rates shall apply for work as follows:

- a) On a regular work day
Time and one-half after eight (8) hours in any one day of shift.
- b) On a regular work day
Time and one-half after twelve (12) hours in any one day of shift.
- c) On a regular work week
Time and one-half after forty (40) hours in any work week.

15.03 No Lay Off to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

15.04 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this article.

15.05 The parties agree that overtime should be minimized to the greatest extent possible.

15.06 No employee shall be required to work overtime against their wishes when other qualified employees in that site are available to perform the required work.

Mandatory overtime is defined as the need for an employee to work immediately following the completion of a shift due to the unavailability of any other coverage. The employee is required to contact their supervisor or designate to inform them that no other coverage is available having completed the "call in" procedure.

- (a) In the event an employee is required to work mandatory overtime they will receive lieu time at the rate of time and one-half (1 ½) for all hours worked. This overtime rate applies in relation to the hours of work as pertaining to Article 14.
- (b) In cases of mandatory overtime should the employee need to make home care arrangements, the employer will endeavour to provide coverage for up to one (1) hour in order for that employee to make appropriate arrangements. It is understood that the employee will not receive payment for the time taken to make the appropriate arrangements.
- (c) If mandatory overtime is required then the least senior employee in attendance at work, at the time mandatory overtime is to begin, will be required to stay.

15.07 There shall be no regularly scheduled overtime worked in any operation while there are available employees on lay-off qualified and able to perform the work. Regularly scheduled, for the purpose of this section means overtime posted on a schedule for two (2) continuous weeks or longer.

ARTICLE 16 – PAID HOLIDAYS

16.01 Statutory Holiday

- (a) A regular full time employee shall receive the following holidays with pay:

New Year's Day	Thanksgiving Day
Family Day	Day for Truth & Reconciliation (Sept. 30 th)
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	
Canada Day	Plus any other day(s) declared or proclaimed
August Civic Holiday	as a holiday by the Federal or Provincial
Labour Day	Government.

16.02 When any of the above noted holidays fall on Saturday or Sunday, Monday shall be deemed to be the holiday for the purpose of this agreement.

16.03 In order to qualify for holiday pay an employee must:

- (a) work their full scheduled shift immediately preceding and immediately following the holiday unless excused by the employer, and
- (b) work in the fifteen (15) day calendar period in which the holiday is in the middle day unless on vacation, paid sick leave or on a paid leave of absence.

16.04 An employee who is not scheduled to work on a recognized holiday shall receive holiday pay equal to one day's pay subject to Section 16.04. An employee who is scheduled to work and actually works shall be paid at the rate of time and one-half plus their holiday pay.

16.05 An employee scheduled to work on a holiday and who does not report for work shall forfeit their holiday pay unless the reported absence is due to illness verified by a medical doctor's certificate, in which case, the employee will receive their regular holiday pay.

16.06 If one of the above named holidays occurs on an employee's regular day off or during their vacation period, the employee shall receive an additional day off or the employee shall receive a day's pay as the employee chooses.

16.07 A Regular part-time employee will receive holiday pay in accordance with Employment Standards Act.

ARTICLE 17 – VACATIONS

17.01 (a) For the purpose of calculating eligibility, vacation is to be calculated as of the employee's start date.

(b) Vacation shall be based on selection by the employee, according to seniority, of requests submitted by April 1st at each work site but shall be finally determined by the Manager having due concern for the proper operation of the work site.

17.02 An employee must take their vacation entitled in the vacation year, immediately following the vacation year in which it is earned. Any vacation days not used by the employee will automatically be carried over to the next vacation year. These days must be used within the first three (3) months or will be scheduled by management at their convenience.

17.03 An employee shall receive an annual vacation with pay in accordance with their years of service as follows:

SERVICE AS OF THEIR SENIORITY DATE	VACATION TIME OFF	VACATION PAY AS A PERCENTAGE OF EARNINGS FROM ANNIVERSARY DATE
One (1) year but less than two (2) years	Ten (10) days	4%
Two (2) years but less than Nine (9) years	Fifteen (15) days	6%
Over nine (9) years but less than twenty (20) years	Twenty (20) days	8%
Over twenty (20) years	Twenty-five (25) days	10%

In the event there are legislative changes that require an increase to the above noted vacation allotments the superior benefit shall apply.

17.04 An employee who resigns or is terminated shall have their unused vacation credits for that vacation year prorated and paid to them on the pay following the date of termination of employment.

17.05 An employee may choose, in writing, to receive their vacation pay by one of the following methods:

1. receive vacation pay as a lump sum on the first full pay of July of each year and take unpaid vacation time off, provided employee has used their entitled vacation from previous year.
2. to receive paid vacation time off at the time vacation is taken per day.

17.06 Vacation pay, taken at time of vacation, will be paid out in dollars for each day taken.

17.07 Vacation requests shall be submitted by April 1st and vacation schedules shall be posted by May 1st of each year, but will remain subject to change by the employer, who shall at all times endeavour to accommodate the requested vacation of the employee. Whenever possible, vacations shall commence immediately following an employee's regularly scheduled days off. If an employee's individual vacation day request is going to be denied, the supervisor shall notify the employees prior to April 15th, and the employee will have the option at that time to adjust the vacation request. All submissions following April 1st shall be approved on a first come, first serve basis.

17.08 No employee shall be required to work during their scheduled vacation period.

17.09 When an employee is hospitalized during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option if agreed to by the employer.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of injury or illness due to an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Amount of Sick Leave

Regular full-time and regular part-time employees will have twelve (12) paid sick days per year. Sick time is not cumulative year to year. There will be no payment for unused sick time. In the first year of employment, paid sick time has to be earned on a monthly basis before it can be taken (e.g. One (1) month of work = one (1) day of paid sick time). The employer shall advise each employee upon request, in writing, of the amount of sick leave accrued to their credit.

Employees shall be allowed the use sick leave to engage in preventative health care for themselves or their dependant(s).

It is understood that Employees may use sick leave when caring for their dependent(s).

It is understood that one (1) sick day equals eight (8) hours pay. Part time sick leave will be prorated based on hours worked. Sick leave utilisation shall be on an hour-by-hour basis.

There are no sick leave benefits for relief employees.

18.03 Proof of Illness

(a) Sick leave of up to three (3) consecutive working days will not require a physician's certificate, provided the employee's supervisor is satisfied that the employee absence was due to illness.

(b) A physician's note shall verify sick leave exceeding three (3) consecutive working days. Said certificate will also support the length of time the employee is expected to be absent from employment. In circumstances where the employer requires medical documentation, the employer shall reimburse for such medical documentation upon receipt.

18.04 Sick Leave during Lay Off and Leave of Absence

When an employee is laid off due to lack of work or is on a leave of absence, they shall not receive or utilize sick leave credits for the period of such absence but shall retain their cumulative

credit, if any, existing at the time of such lay-off or leave of absence for the length of time they retain their seniority.

18.05 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact with as much advance notice as possible prior to the commencement of their scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

Employees are permitted to leave a voice mail indicating they are unable to report to duty as long as their schedules are kept up to date and electronically available with their direct Supervisor. Voice mails will also include any specific conditions not captured in the electronic calendar.

18.06 If an employee is injured during their working hours and is required to leave for treatment or is sent home by their supervisor, a doctor or nurse as a result of such injury, they shall receive payment for the remainder of their shift at their regular rate of pay without deduction from sick leave. Production of a doctor's note will be submitted upon return upon supervisor's request and the note shall be at the expense of the employer.

18.07 Victims of Violence

In the event there are legislative changes that apply to an employee or their immediate family member who has been a victim of violence, the superior benefit shall apply.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The employer may at its discretion, provided that it does not create an undue hardship to the employer, grant a leave of absence without pay to an employee upon request. Request for such leave of absence shall be in writing, and, shall be submitted to their supervisor at least four (4) weeks in advance of the commencement of the leave, except in cases of emergency, where reasons for such leave shall be submitted in writing to the employer as soon as possible. The seniority list will show the actual start date and an adjusted start date. The adjusted start date will be used in determining all seniority preferences. Such leave shall not be unreasonably denied.

19.02 If leave of absence is granted, the employee shall be advised in writing with copy to the union.

19.03 Employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave; they will be deemed to have quit and will forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed by the union and the employer.

19.04 An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or a reason satisfactory to the employer is given, shall be considered to have terminated their employment without notice.

19.05 Leave for Union Business

Upon notification to the Employer, an employee elected or appointed to represent the Union for any Union business shall be allowed a leave of absence with pay and benefits and without loss of seniority. The employer will consider such leaves on a case-by-case basis subject to operational requirements concerning scheduling. Such leave shall not be unreasonably denied. The Union shall reimburse the Employer upon receipt for costs associated with such leave.

19.06 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to full-time public office, shall be granted leave of absence without pay and without loss of seniority.

19.07 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, guardian, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, aunt, brother-in-law, sister-in-law, uncle, niece or nephew, or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) Where the burial occurs at a locale in excess of 350 miles, such leave shall include reasonable travelling time, the latter not to exceed two (2) days with pay. Additional days without pay may be granted. The employee shall be paid for scheduled hours during the leave, which he/she otherwise would have worked. The employee will be allowed to save one day to attend the memorial service.

19.08 Compassionate Leave

Leave with pay shall be granted up to a maximum of three (3) days off with pay per calendar year and without loss of seniority for serious illness in the immediate family or other serious family emergencies.

For clarity, serious illness shall be defined as:

- You are a family member of the person who is critically ill or injured or needing end-of-life-care, or you're considered to be like a family member.
- A medical doctor or nurse practitioner has certified that the person you are providing care or support to is critically ill or injured or needing end-of-life-care.

19.09 Pregnancy and Parental Leave

- (a) Leave of absence under this article shall be as per Employment Standards Act.
- (b) An employee who is entitled to take a pregnancy or parental leave cannot be terminated or laid off, disciplined or suspended because he or she is entitled, or has in fact, applied for or taken such leave.

- (c) Such leave of absence is not an illness under the interpretation of this agreement and credits of the accumulated sick leave cannot be used.
- (d) Seniority for all purposes continues to accrue during such leaves and following the leave, the employee must be reinstated to the same position if it still exists or to a comparable position if it does not exist. Upon reinstatement, the employee must be paid at the rate paid when the leave commenced, or if it is higher, at the rate the employee would be earning if they had worked through the leave.
- (e) The pregnancy and parental leave provisions of the Act apply to fulltime and part-time employees.
- (f) The agency is not required to pay wages to an employee while they are on pregnancy or parental leave.
- (g) If an employee wishes to change the date of return to a shorter or longer period, they must give the employer four (4) weeks written notice before the date of leave was to end.
- (h) Where a doctor's certificate is provided, stating that a longer period of maternity leave is required for health reasons, an extension of up to a maximum of an additional six (6) months shall be allowed.

19.10 Jury or Court Witness Duty

The employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a witness in any court in a matter connected with their employment including time for jury selection. The employee will present proof of service. An employee involved in jury selection will return to work if not required for jury duty if at least half a shift or more remains in their working day.

The employee is required to notify the employer as soon as possible of selection for jury duty or court witness.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

- (a) The employer agrees that wages will be paid biweekly on Thursday, after 1 p.m. When the pay week falls on a holiday the pay may be delayed until the Friday of that week. The normal pay period will be Sunday to Saturday inclusive.
- (b) An employee will be paid wages for each pay period including any overtime due the employee for such pay period.
- (c) Wages will be paid by direct deposit.

20.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.03 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.04 Mileage Allowance

When requested by the Employer and authorized by the immediate supervisor to use their personal automobile for work related business, employees who do so will be reimbursed at the rate of .53 per kilometre thereafter. All mileage shall be approved by the Department Director or designate and submitted to the proper department for payment each month.

20.05 Out of Town Travel

The CEO (Chief Executive Officer) will determine transportation arrangements. The CEO will advise employees of the type of transportation to be used, example air, rail, and bus or car rental.

20.06 Living Expenses

Accommodations on out-of-town trips, the Hope Centre will pay the actual costs of accommodations. While out of town, a per diem rate of seventy-five (\$75.00) dollars will be allowed. This rate will cover the cost of meals and gratuities.

20.07 Benefits

Employees shall be entitled to a personal health care allowance of one thousand dollars (\$1000) annually for any health care requirements of the employee and their immediate family. The personal health care allowance may be used for services including but not limited to dental, orthodontics, prescriptions, eye care, massage therapy etc.

Any unused 'allowance' available after year one, shall be carried over to year two, however at the end of year two, all accounts will be reset.

Employees will be reimbursed by the benefits carrier, upon proof of service.

20.08 In the event the employer requires personal protective equipment in the workplace, which is not provided, the employer will reimburse the employee for any personal protective equipment they have purchased upon providing receipt.

ARTICLE 21 - TECHNOLOGICAL CHANGES

21.01 Technological Changes

The Employer will notify the Union at least thirty (30) calendar days in advance of any technological change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological change which may affect its employees.

ARTICLE 22 - GENERAL CONDITIONS

22.01 Bulletin Board

The Employer shall provide a locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars, or Union activities.

22.02 Job Descriptions

Copies of job descriptions for all classifications in the bargaining unit will be available for a union representative to look at when necessary.

22.03 Copies of Agreement

The employer agrees to share the cost of printing the agreements.

ARTICLE 23 – TERM OF AGREEMENT

23.01 Effective Date

The term of this Agreement shall be from January 1, 2023 to December 31, 2025 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least (90) days prior to the expiration date in each year that it desires its termination or amendment.

23.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed electronically this 7th day of March 2023.

THE HOPE CENTRE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287


Michael A Hincusko (Apr 6, 2023 14:05 EDT)


Brenda Cervantes (Mar 8, 2023 09:51 EST)


Sarahtha Hill (Mar 27, 2023 15:57 EDT)


Jessica Coons (Mar 8, 2023 10:25 EST)


Jon Braithwaite


Kim Strongitharm (Mar 27, 2023 11:38 EDT)


ShWells

SCHEDULE A – WAGES

Classifications/ Job Title	Current (December 31, 2022)	Year One (January 1, 2023)	Year Two (January 1, 2024)	Year Three (January 1, 2025)
Annual Wage Increases		3%	2%	2%
Food Security	\$22.03	\$22.69	\$23.14	\$23.60
Program Coordinator	\$23.65	\$24.36	\$24.85	\$25.35
Community Coach - E.B.P.	\$21.49	\$22.13	\$22.57	\$23.02
Community Coach/Energy	\$21.49	\$22.13	\$22.57	\$23.02
Client Intake Support	\$21.49	\$22.13	\$22.57	\$23.02
Food Bank Coordinator	\$21.49	\$22.13	\$22.57	\$23.02
Homelessness Prevention Coordinator	\$21.49	\$22.13	\$22.57	\$23.02

LETTER OF UNDERSTANDING

Between:

THE HOPE CENTRE

And:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND A UNIT OF LOCAL 1287

Re: Joint Job Evaluation/Pay Equity

The parties agreed to make their best efforts to meet within twelve (12) months of the ratification of the Collective Agreement to discuss, develop and or review a process of joint job evaluation as it relates to positions covered by this Collective Agreement.

Signed electronically this 7th day of March 2023.

THE HOPE CENTRE

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287



Michael A Hryciusko (Apr 6, 2023 14:05 EDT)



Brenda Cervantes (Mar 8, 2023 09:51 EST)



Sarah Anna Hill (Mar 27, 2023 15:57 EDT)



Jessica Coons (Mar 8, 2023 10:25 EST)



Kim Strongitharm (Mar 27, 2023 11:38 EDT)

