COLLECTIVE AGREEMENT

between

Street Haven at the Crossroads

- and -

SEIU LOCAL 2
BREWERY GENERAL AND
PROFESSIONAL WORKERS’ UNION

Effective: July 1, 2013

Expiry: June 30, 2015
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ARTICLE 1 - PREAMBLE

1.01 It is the desire of both parties to this Agreement to work together in recognition and support of the following guiding principles:

Our core belief is that all of us in society have responsibility for social justice, we seek to live that belief by learning from those who know poverty from personal experience so we can respond with insight and sensitivity, to give sanctuary, build trust and offer hope for a new beginning. To do so, we must go beyond meeting human needs today by offering a resource for the fulfillment of human potential through involvement in the community. As we provide those services today for justice in the future, we seek to be a catalyst for social transformation by sharing our vision and commitment with others. Our vision is enshrined in the principles of cultural competency and an anti-racism and anti-oppression framework.

1.02 It is the desire of both parties to this Agreement:

(a) To maintain a climate that fosters positive working relationships

(b) To maintain harmonious relations and settle conditions of employment between the Employer and the Union.

(c) To recognize the mutual value of joint discussions in all matters pertaining to the employment relationship and to encourage the prompt and equitable disposition of grievances.

(d) To encourage efficiency and effectiveness in the Employer’s operations in order that the standards of delivery of services for the clients of the Employer are maintained.

(e) To promote the morale and well being of all employees covered by this collective agreement and to encourage the cooperation of the parties to this agreement to attain all of the above.

1.03 Where used in this Agreement the term "employee" shall denote an employee in the bargaining unit. Where used in this Agreement the term “her” or “she” shall encompass the male pronoun.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Street Haven at the Crossroads in the City of Toronto save and except supervisors, persons above the rank of supervisor, and office and clerical employees.

2.02 No Other Agreement - No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this
2.03 A part-time employee is defined as an employee who regularly works less than twenty-four (24) hours each week and has predetermined and regularly scheduled hours.

2.04 A relief employee is defined as an employee who works primarily on a relief or on-call basis. It is agreed the Employer shall be entitled to schedule in advance certain relief hours or shifts of such employees.

2.05 (a) Temporary, special project and contract employees may be employed pursuant to the following provisions:

(i) such employees shall have a terminal date set at the time of hiring which shall not exceed twenty-four (24) months without the express consent of the Union;

(ii) such employees shall be hired for seasonal work or for new pilot programs where the funding is not secure; additionally, the Employer shall be entitled to replace regular employees on approved leaves of absence with such temporary employees;

(iii) in the event the Employer chooses to hire such temporary employee into a position within the bargaining unit without any break in service, the period of temporary employment since the date of last hire into the temporary position will be credited toward the completion of the probationary period for the bargaining unit position and further, such employee's seniority will be back-dated to the date of last hire as a temporary employee.

(b) Whenever a person is hired in accordance with the provisions of this Article, the Employer will advise the Union of the name of the person, the nature of the assignment and the terminal date set.

(c) All contract or temporary employees who have worked for the employer for 24 consecutive months or more shall be reclassified as a regular employee and will have all their years of service credited to her in establishing their seniority date. Employees who experience a break in service of less than three (3) months during a twenty-four (24) month period will be deemed to have 24 months consecutive service for the purpose of this clause.

2.06 The employer agrees not to contract out work currently being performed by bargaining unit employees, which would result in the layoff, extend the layoff or result in reduced hours for any employee with more than one year of seniority.

2.07 Recognition Clause – Re Volunteers: Nothing in the foregoing shall be deemed to prohibit the Employer from participating in Student Training Programs or the involvement of volunteers providing such participation and involvement would not displace employees.
ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the management of Street Haven at the Crossroads and the direction of its working forces are the exclusive functions of the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

(a) To determine and establish procedures for the operation of Street Haven at the Crossroads in order to maintain order, discipline and efficiency in connection therewith.

(b) To establish from time to time reasonable rules and regulations, policies and practices to be observed by employees provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement or with government regulations.

(c) To hire, retire, classify, direct, promote, demote, transfer and lay-off employees, to discipline, suspend or discharge employees for just cause, subject to Article 13.03 applicable to probationary employees and subject to any other applicable provisions herein, to supervise and evaluate the performance of employees, to assign employees to shifts and to increase and decrease working forces, subject to the right, if any, of an employee or the Union to grieve such actions as provided elsewhere in this Collective Agreement.

(d) To manage and operate Street Haven at the Crossroads in all aspects in accordance with the obligations of Street Haven at the Crossroads, which aspects, without restricting the generality of the foregoing include but are not limited to:

(i) determining the nature and the kind of business of Street Haven at the Crossroads, determining the location of the premises, determining equipment and material to be used and controlling materials and equipment;

(ii) determining the content of jobs and directing the work forces, including the planning and controlling of the operations of Street Haven at the Crossroads, the scheduling of personnel, the scheduling of work required for the purposes of Street Haven at the Crossroads, the combining or splitting up of departments and the increase or reduction of personnel;

(iii) introducing new and improved facilities and methods for the efficient operation of Street Haven at the Crossroads.

(e) To exercise any of the rights, powers, functions or authorities which Street Haven at the Crossroads had prior to the signing of this Agreement except those rights, powers, functions or authorities specifically abridged or modified by this Agreement.
3.02 Past practices and agreements of no force and effect unless expressly confirmed.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer, the employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code, the Ontario Employment Standards Act, 2000, and the Ontario Labour Relations Act, 1995.

ARTICLE 5 - UNION MEMBERSHIP

5.01 All Employees to be Members: As a condition of continued employment, all employees of the Employer shall become members of the Union and remain members in good standing of the Union according to the Constitution and By-Laws of the Union.

ARTICLE 6 - DUES CHECK-OFF

6.01 Check-Off Payments: The Employer shall deduct from every employee any dues or assessments levied and owing by her to the Union. The Union will advise the Employer in writing of the amount of the dues to be deducted. The amounts indicated shall continue to be deducted until changed by further written notice from the Union to the Employer.

6.02 Deductions: Deductions shall be made starting with the pay period nearest to the employee's date of hire and forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following the month they were deducted, accompanied by a list of names, classifications, addresses, and base wages of employees from whose wages the deductions have been made. The Union shall advise the Employer of the address to which such deductions are to be forwarded.

6.03 Indemnity: The Union agrees to indemnify and save the Employer harmless with respect to any claim made against the Employer by any employee or any group of employees for amounts deducted from pay as provided for in this Article and for any action taken by the Employer at the request of the Union.

ARTICLE 7 - THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees: 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 membership and dues check-off.

7.02 Copies of Agreement: Upon commencing employment, employees will be advised who the
Union Stewards are given a copy of the Collective Agreement. A copy of the employment letter, which shall include the employee’s home address and the employee’s home or cellular phone number, will be given to the Union Steward within two weeks of the commencement of the employee’s employment.

7.03 Meeting with Union: The Employer agrees to provide all new employees with the opportunity to meet with a Union Steward for a period of fifteen (15) minutes within the first two (2) weeks of the commencement of employment. This time shall be scheduled so that such a meeting shall not unduly interfere with operations.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or her designate, and the Union Steward affected or involved, with that Steward having the right to communicate said correspondence with the Union Head Office.

ARTICLE 9 - NO STRIKES OR LOCK-OUTS

9.01 In view of the orderly procedure established by this 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 or stoppage of work or any other concerted activity that limits the operation of Street Haven at the Crossroads or the delivery of its services to its clients. The Employer agrees that there will be no lock-out during the life of this Agreement. The words "strike" and "lock-out" shall be defined as in the Ontario Labour Relations Act, 1995.

9.02 In the event of a legal strike or lock-out it is agreed and understood that the parties will cooperate to ensure that any steps necessary to minimally preserve a client's rights or interests will be taken.

ARTICLE 10 - LABOUR MANAGEMENT RELATIONS

10.01 Representation: The Union shall notify the Employer in writing of the names of the Union Executive, Bargaining Committee, Stewards and Union Representatives and the Employer shall not be obliged to recognize the same until written notification has been received.

10.02 Representative of the Union: Union representatives not employed by the Employer shall not be permitted to enter the Employer's premises without first having obtained the prior permission of the Employer. The Employer agrees that such permission will not be unreasonably denied.

10.03 Negotiating Committee: The Employer agrees to recognize a Negotiating Committee comprised of up to two (2) non-probationary employees, together with additional union representatives
10.04 **Meetings of the Negotiating Committee:** Employees who serve on the Negotiating Committee shall suffer no loss of pay for time actually spent in negotiating sessions with the Employer. Otherwise, it is agreed the employees who are on the Negotiating Committee will deal with negotiating matters on their non-working hours and no payment will be made by the Employer for such time expended by such employees.

10.05 **Employee/Employer Relations Committee:** The Employer and the Union agree to establish an Employee/Employer Relations Committee consisting of two non-probationary employees and two management representatives. These parties shall select two co-chairpersons, who will alternate as chairperson from meeting to meeting. The chairperson of each meeting shall appoint a secretary who shall keep the minutes of the meeting. Where necessary, such meetings will reflect the confidential nature of the operations of Street Haven at the Crossroads in regards to its clients. The Committee will meet every three (3) months, or more or less frequently by mutual agreement. The Employer shall set a time for the meeting during normal working hours on a day mutually agreed upon. The parties will endeavour to ensure the length of such meetings does not exceed two (2) hours. Bargaining unit members who are on the Committee and who attend such meetings shall suffer no loss of pay for time actually spent in such meetings with the Employer. Either party may have the assistance of an additional resource person on behalf of the Union or the Employer, provided notice of the attendance of such person is provided to the other party at least five (5) days in advance of such meeting. Minutes of these meetings, signed by both parties, will be forwarded to Street Haven at the Crossroads Board of Directors for their review.

10.06 The Employer shall provide a copy of all new or amended policies and procedures which, at the discretion of the Employer, are to be included in the Employer’s Policy & Procedure Manual, at least two (2) weeks in advance of the implementation of the new or amended policy of procedure. The Employer will not act unreasonably in the exercise of its discretion. It is understood that if circumstances beyond the Employer’s control prevent such disclosure being made within two (2) weeks of the implementation of the new or amended policy or procedure, it is agreed that the Employer shall provide a copy of the new or amended policy or procedure at the Employer’s earliest opportunity.

**ARTICLE 11 - GRIEVANCE PROCEDURE**

11.01 **Stewards:** To provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect from non-probationary employees in the bargaining unit up to two (2) stewards whose duty shall be to assist any employee who the Union represents in preparing and presenting her grievance in accordance with the grievance procedure.

11.02 **Names of Stewards:** The Union shall notify the Employer in writing of the name of the steward or stewards before the Employer shall be required to recognize her/them.
11.03 Permission to Leave Work: The Employer recognizes the function of a steward is to investigate and assist in the presentation of grievances as provided for in this agreement. The Union recognizes that stewards are employed to perform work for the Employer and further, that the fulfilment of their employment duties is essential to the well-being of the clients of Street Haven at the Crossroads. Accordingly, it is agreed that a steward shall not leave her work assignment during working hours to perform her duties under the grievance procedure without first obtaining the permission of her Supervisor or Program Manager, which permission shall not be unreasonably withheld. The steward shall not suffer any loss of pay or compensation for such time away from her work assignment spent processing grievances under the grievance procedure, up to and including Step 2 but excluding arbitration. It is further agreed that only one steward will be involved in the processing of grievances at any given time. It also is agreed that the Employer shall have the right at any time, to require a steward to return to her work assignment in the interest of the well being of the Employer's clients or the efficient operation of Street Haven at the Crossroads.

11.04 Definition of a Grievance: A grievance shall be defined as any dispute involving the application, interpretation, administration or alleged violation of this Agreement including any question as to whether or not the matter is arbitrable. A grievance may be filed by an employee, the Union or the Employer.

11.05 Initial Discussion: An earnest effort shall be made to settle grievances fairly and promptly. An employee who believes she has a complaint or difference of a grievable nature shall first discuss such complaint or difference with her next immediate level of supervision within seven (7) working days of first becoming aware of the complaint or difference. If so requested by the employee their Union steward may be present at this meeting.

11.06 If any complaint or difference brought pursuant to Article 11.05 above is not satisfactorily settled within five (5) working days of such discussion, and the employee wishes to proceed with the grievance, then a grievance shall be filed within seven (7) working days of the discussion in Article 11.05 in the following manner. Step 1: The grievor, together with her steward, shall submit the grievance in writing to their next level of supervision. The written grievance, signed by the employee, shall state the nature of the grievance and the redress sought and further, shall identify the provision(s) of this Agreement which the grievor believes has or have been violated or is/are otherwise relevant to the grievance. Within six (6) working days of the submission of the grievance, the Program Manager or her/ designated representative and the parties shall meet. A decision in writing within five (5) working days of such meeting shall be issued by the Program Manager or her designate.

Step 2: Failing satisfactory settlement at Step 1, the written grievance, signed by the employee, shall be presented to the Executive Director of Street Haven at the Crossroads or her designated representative within five (5) working days from the date of the grieving employee's receipt of the written reply at Step 1 of the grievance procedure. Within five (5) working days of her receipt of the written grievance, the Executive Director or her designated representative will
arrange a meeting with the grievor and her steward. The Union shall be entitled to have a non-employee representative present at such meeting and the Employer may have present at such meeting such representative or advisor of its choosing. The Executive Director or her designated representative also may arrange to have another representative involved with the grievance attend the meeting. Within five (5) working days of such meeting, the Executive Director or her designated representative shall provide the grievor with her decision in writing.

11.07 Discharge Grievance: It is understood and agreed that the discharge of a probationary employee shall not be the subject of any grievance proceeding. Where a non-probationary employee believes she has been unjustly discharged, the employee may commence a grievance at Step 2 of the grievance procedure within five (5) working days of receipt of notice of discharge.

11.08 Policy and/or Group Grievances: Where a dispute involves a question of general application or interpretation or where a group of employees has a grievance, it may be submitted at Step 2 of the grievance procedure.

11.09 Policy grievances may only be filed by the Union Steward. Group grievances must include the names and signatures of the employees who are party to the grievance.

11.10 The time limits provided in this Article may be extended by mutual agreement between the parties. Such agreement shall be confirmed in writing.

11.11 Employer Grievance: Where the Employer has a grievance as defined by the Collective Agreement, it may file a grievance with the President of the Union at Step 2. Such a grievance shall be submitted within ten (10) working days of the incident giving rise to the grievance.

11.12 Final Disposition: A grievance which has been settled, withdrawn or arbitrated pursuant to the grievance and/or arbitration procedures of this agreement shall not again be made the subject matter of a further grievance.

11.13 Time Limits and Calculation of Time

(a) The parties affirm that they intend to comply with the time limits set out in this Article and in Article 12, however, they agree that an Arbitrator should waive time limits and determine all grievances on the merits except where one of the parties has been substantially prejudiced by the breach of the time limits or the grievance was not initially filed within 14 days of the date, the issue arose or came to the attention of the grievor.

(b) The word "days" shall not include Saturdays, Sundays or statutory holidays.

ARTICLE 12 - ARBITRATION

12.01 Failing satisfactory settlement at Step 2, either party may refer the dispute to arbitration. Such
request shall be made in writing and shall be delivered to the Executive Director or her
designated representative or, in the case of a grievance by the Employer, to the Union President
or her designated representative, within ten (10) working days of the written decision at Stage 2
of the grievance procedure.

12.02 (a) The party submitting the grievance to arbitration may indicate its desire to have the
matter dealt with by a sole Arbitrator and shall propose three (3) alternative choices to serve in
that role. The recipient of the notice shall reply advising either acceptance of one (1) of the
choices for sole arbitrator or proposing three (3) further alternatives.

(b) The fees and expenses of the Arbitrator will be borne equally by the Union and the Employer.

12.03 The Arbitrator shall not have the power or jurisdiction to change this Agreement; alter, modify
or amend any of its provisions; or to substitute any new provisions for any existing provisions;
nor to give any decision inconsistent with the terms and provisions of this Agreement. The
decision of the arbitrator shall be final and binding on all parties.

12.04 No adjustment effective under the grievance or arbitration procedures shall be made retroactive
beyond the date when the event complained of first came to the knowledge of the grievor or
reasonably ought to have come to the knowledge of the grievor.

ARTICLE 13 - SENIORITY

13.01 (a) Seniority of a full-time employee shall mean the employee’s length of continuous full-
time service in the bargaining unit from the date of last hire and shall include such continuous full-time service prior to the certification of the Union.

(b) Seniority of a relief employee shall be calculated on the basis of hours worked by such employees since the date of last hire, including such hours worked prior to the certification of the Union, and each two thousand and eighty (2,080) hours shall constitute one (1) year’s seniority.

13.02 Seniority Lists: Full-time/part-time and relief seniority lists shall be compiled by the Employer
and posted on all employee bulletin boards on a quarterly basis. The Employer also agrees to provide such up-to-date lists to the Union Stewards and The Business Agent by e-mail. In the event that the status of an employee is changed from relief to full-time/part-time the employee will be credited with seniority on the full-time/part-time seniority list equal to the total number of hours worked to the time of status change. In the event that the status of an employee is changed from full-time/part-time to relief the employee’s seniority date on the relief seniority list will be their date of hire.

13.03 Probation for Newly Hired Employees: Subject to Article 2.05 (a), a newly hired full-time employee shall satisfactorily complete a probationary period of six (6) months from her date of last hire.
newly hired part-time or relief employee shall satisfactorily complete a probationary period of one thousand and forty (1,040) hours work from the date of last hire. Upon successful completion of the probationary period the employee shall be credited with seniority, calculated in accordance with this Agreement from the date of last hire. The employment of a probationary employee may be terminated at the Employer’s discretion, provided that the Employer shall not terminate such employee in bad faith or upon grounds which are contrary to the provisions of the Human Rights Code. A copy of the Notice of Termination will be provided to the Union.

Should a newly hired full-time employee be absent for a period of more than one month during the probationary period, the probationary period will be extended by the length of the absence.

13.04 Loss of Seniority: An employee shall lose her seniority and shall be deemed to be terminated in the event of the following:

(a) she is discharged for just cause and is not reinstated;

(b) she resigns;

(c) she is absent from work due to lay-off for a continuous period of more than eighteen (18) calendar months;

(d) relief employees who do not accept an offered assignment for three (3) months. This provision will not apply to a relief employee who has accepted a temporary or contract position with the Employer, during the term of said temporary or contract position, or who has requested a leave of absence from the Employer

(e) she is absent for five (5) consecutive working days without notifying the Employer and without providing a reasonable explanation or where the failure to notify is due to circumstances beyond the employee’s control.

ARTICLE 14 - POSTING AND FILLING OF VACANCIES, PROMOTIONS AND TRANSFERS

14.01 Within each classification, transfers between programs shall be at the discretion of the Employer, it being understood that there will be consultation between the Employer, the Steward and the affected employee(s) before such transfer(s) are implemented.

14.02 Vacancies and Promotions

(a) Where there is a vacancy in the bargaining unit, the work of which the Employer intends to continue to have done, the Employer shall post such vacancy for a period of five (5) working days on the Union bulletin board. The Employer agrees to advise the Union Steward of any concurrent external postings and will post such jobs internally as Internal/External.
(b) The Union will be provided with copies of job postings as well as the name of successful applicants.

(c) All cases of filling vacancies and promotions within the bargaining unit shall be based on seniority provided the senior applicant has the qualifications and ability to perform the work of the position within a reasonable familiarization/training period.

(d) When a successful applicant is promoted or transferred, such promotion or transfer initially shall be for a trial period not to exceed two (2) months. Either party may request one additional month added onto the trial period.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Role of Seniority in Lay-Offs

(a) Should it become necessary for the Employer to reduce staff, the Employer, having regard to the requirements of Street Haven at the Crossroads and its clients shall determine the shift(s) and position(s) classification(s) in which staff reductions are to occur. Lay-offs will then be made in the reverse order of seniority within each position/classification affected it being agreed that relief employees will be laid off before part-time or full-time employees and that part-time employees will be laid off before full-time employees.

(b) An employee who is subject to a lay-off may displace the employee having the least seniority in the job classification provided the senior employee has the skills, qualifications, experience and demonstrated ability to perform the duties and responsibilities of the job and further, and provided the employee to be displaced is in a position/classification which is equal to the position/classification of the senior employee.

(c) If the employee is not able to displace a person at the same position/classification level, they may then bump an employee with the least seniority in a lower job classification, in any department, provided they have the skills, qualifications, experience and demonstrated ability to perform the duties and responsibilities of the job.

(d) If the employee is not able to displace a person in the same or a lower classification she may then bump an employee with the least seniority in a higher job classification in any department, provided they have the skills, qualification, experience and demonstrated ability to perform the duties and responsibilities of the job.

15.02 Advance Notice of Lay-Off: Once the Employer becomes aware of a pending lay-off, the Employer agrees to provide the Union with notice of such lay-off and a list of the employees to be laid off.
15.03 **Recall Procedure**

(a) Employees who are laid off shall have their names placed on a recall list.

(b) The Employer shall determine the shift(s) and position(s)/classification(s) requiring recall of employees. The Employer then shall recall employees into those positions and classifications in accordance with the seniority of the laid off employees from those positions or classifications.

(c) Notice of recall to work shall be directed by Registered Mail to the employee's last known address. It shall be the duty of the employees on the recall list to notify the Employer of any change of address.

(d) The employee to whom the notice of recall has been directed must notify the Employer of her intention to return to work, in writing, within five (5) calendar days of the date of such recall notice and must return to work within seven (7) calendar days of the date of such notice or make alternative arrangements which are satisfactory to the Employer.

(e) An employee who has been laid off for a continuous period in excess of eighteen (18) calendar months shall not be subject to recall.

**ARTICLE 16 - DISCHARGE AND DISCIPLINE**

16.01 **Discharge for Just Cause:** When an employee is to be discharged for just cause, the employee shall be notified that they are entitled to have a Union Steward present at the meeting at which the employee is informed of the discharge. Both the employee and the Union Steward will be notified in advance of the meeting. The employee shall be entitled to have her Union Steward present unless the employee expressly requests otherwise. An employee who wishes to grieve such discharge shall file the grievance at Step 2 of the grievance procedure within five (5) working days of the discharge. It is agreed that the right of a probationary employee to grieve her discharge shall be subject to the provisions of Article 13.03.

16.02 **Discipline**

(a) If it is necessary to notify an employee of any disciplinary action being taken against her, the employee shall be notified that they are entitled to have a Union Steward present at the meeting at which the employee is informed of the discipline. Both the employee and the Union Steward will be notified in advance of the meeting. The employee shall be entitled to have her Union Steward present unless the employee expressly requests otherwise. All discipline will be accompanied by a written statement as to the reasons for the discipline and shall set out that the employee has the right to grieve, subject to the provisions of this collective agreement.
(b) A disciplinary notice shall be removed from an employee's personnel file after a period of twelve (12) consecutive months from the date of issue provided there have been no further disciplinary notices during that period.

(c) The employer will provide employees reasonable access to their personnel files.

ARTICLE 17 - TERMINATION AND SEVERANCE PAY

17.01 An Employee shall be entitled to termination and/or severance pay, if any, as provided under the provisions of the Employment Standards Act, 2000.

ARTICLE 18 - HOLIDAYS

18.01 The following days shall be recognized as public (statutory) holidays:

- New Year’s Day
- Family Day
- Canada Day
- Civic Holiday (maintain current practice)
- Labour Day
- Good Friday
- Victoria Day
- Thanksgiving Day
- Boxing Day
- Christmas Day

The following days shall be recognized as a paid holidays for full-time and part-time employees:

Employee’s Birthday

18.02 Employees shall receive their statutory holiday entitlement consistent with the Employment Standards Act, 2000 of Ontario.

18.03 It is agreed that Street Haven at the Crossroads operates and provides services to its clientele on a twenty-four (24) hour basis three hundred and sixty-five (365) days per year and that, accordingly, its employees may be scheduled to work on a paid holiday or public (statutory) holiday, it being agreed that these shifts will be offered to qualified employees in order of seniority. If there are insufficient bargaining unit volunteers to fill the shifts, required qualified employees will be scheduled in reverse order of seniority.

18.04 Statutory holiday entitlement shall be in accordance with the provisions of the Employment Standards Act, as amended by the provisions of this Article. Employees shall be entitled to receive their statutory holiday entitlement by way of time off in lieu calculated at the same rate as statutory holiday pay. Such time off in lieu shall be scheduled for a time mutually agreeable to the employee and the Employer. Employees electing to be paid out for statutory holiday entitlement will advise their supervisor in order that such payments may be made in the pay
period in which the statutory entitlement was earned.

18.05 Provision of two days of religious observance per year for employees with a religious affiliation other than those presently provided for through the Employment Standard Act.

ARTICLE 19 - VACATIONS

19.01 Full-time employees shall earn annual vacation, together with pay, on the following basis:

(a) Employees who have completed less than four (4) years of continuous service shall earn vacation at the rate of fifteen (15) days per year, with regular pay.

(b) Employees who have completed four (4) or more years of continuous service but less than nine (9) years of continuous service shall earn vacation at the rate of twenty (20) working days per year, with regular pay.

(c) Employees who have completed nine (9) or more years of continuous service shall earn vacation at the rate of twenty-five (25) working days per year, with regular pay.

(d) Employees who have completed thirty (30) or more years of continuous service shall earn vacation at the rate of thirty (30) working days per year, with regular pay.

19.02 Part-time employees shall be entitled to paid annual vacations based upon the entitlements in Article 19.01, but actual entitlement and pay shall be based upon the number of hours actually worked.

19.03 Requests by employees for vacation shall be made in writing to the Employer. Subject to Article 19.05, the Employer will endeavour to schedule vacation in accordance with the wishes of individual staff members. Vacation requests received in writing by the Employer by the tenth day in January, for vacations in that year, will be approved on the basis of seniority in situations where an employee's choice conflicts with that of another. Any other requests for vacation are to be made at least two (2) months prior to the desired vacation period, if possible. In these latter situations, time off shall be scheduled on a first come, first served basis, unless two (2) employees apply at the same time, in which case seniority shall apply. The scheduling of all vacation requests will be subject to the Employer's ability to schedule vacation so as not to unduly interfere with the operation of Street Haven at the Crossroads and the delivery of its services to its clients. The Employer agrees to provide confirmation of the status of the Employee's vacation request in writing within three (3) weeks of receiving the request in writing. The Employer also agrees to provide each employee with a summation of their vacation entitlement by the fifth business day in January for that year.

19.04 An employee shall not be entitled to take vacation time until completion of her probationary period.
The Employer reserves the right to fix any periods of vacation for any number of employees when the needs of Street Haven at the Crossroads, its clients or its programs so dictate. Without limiting the generality of the foregoing, it is agreed the Employer shall have the right to schedule an employee's vacation for the period of temporary shut-down, if any, in the program in which the employee is employed. Subject to the above vacations will be granted by seniority.

A maximum of five (5) days vacation may be carried over into the next entitlement year with the written authorization of the Employer.

The vacation entitlement of relief employees shall be in accordance with the provisions of the Employment Standards Act, 2000.

When an employee’s employment terminates, whether through resignation or otherwise, the employer at all times maintains the right to recover from any final payment to the employee any vacation pay not yet earned by the employee at time of termination but which has already been paid out to the employee.

Except as required by law, employees will not be entitled to accrue vacation pay or time while absent from work on Long-Term Disability, Pregnancy, Parental Leave or while on any other form of unpaid leave of absence. As required by the Employment Standards Act, 2000, employees on Pregnancy, Parental, Family Medical, Organ Donor, Reservist Leave and any other applicable form of statutory leave, will continue to accrue vacation time, but not vacation pay, during such leaves.

The period of time on Long-Term Disability and Pregnancy, Parental, Family Medical, Organ Donor, Reservist Leave or any other applicable form of statutory leave will be included in the calculation of continuous service for the purpose of calculating vacation entitlements. Where an employee takes any other form of leave of absence, that period of leave will not be included in the calculation of continuous service for the purpose of vacation entitlement.

Vacation entitlement is unaffected by absences on sick leave earned in Article 22 and absences on short-term disability.

Employees returning to work from a leave of absence will be credited with the balance of their vacation entitlement for that year. Example: An employee who returns from Long-Term Disability leave on July 1st will be immediately credited with her vacation entitlement for the balance of the calendar year (6 months). Such employee will be entitled to utilize her vacation entitlement at any time following her return subject to the requirements of Articles 19.03, 19.04, 19.05 and 19.08.

Part-time employees who transfer to full-time status will begin accruing vacation entitlement as full-time employees on the date of beginning full-time employment. Each past part time year of service is valued as a full year of service for the purposes of this calculation.

Employees who transfer from full-time to part-time keep their vacation pay and time...
entitlements already accrued up to the transfer date, and begin getting vacation pay and time as a part-time employee on the date they move to part-time employment.

Employees who transfer from full-time or part-time status to contract or relief status and subsequently return to full-time or part-time status do not lose vacation entitlement previously earned by years of service prior to the transfer to contract or relief status except where the employee has a break in service and leaves the employ of the agency. An employee's service while working in a contract or relief capacity is not counted as service for the purpose of vacation entitlement.

Annual vacation entitlements will be posted to the employee's vacation bank as of January 1st of each year. Employees are entitled, subject to 19.03, 19.04, 19.05 and 19.08, to utilize vacation entitlements for that year, in addition to any credits carried over under Article 19.06, commencing on January 1st.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 (a) A full-time employee shall be granted up to five (5) consecutive calendar days' leave, without loss of pay or benefits, in the event of the death of a member of the employee's immediate family, with immediate family being limited to parent, parent-in-law, spouse, co-habitant spouse, sibling, sister-in-law, brother-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild and guardian. Such leave shall commence no later than the date of the funeral and the employee shall advise the Employer of her request for such leave within twenty-four (24) hours of the death. The relationships specified in the preceding clause are deemed to include a co-habitant spouse and a partner of the same sex.

(b) The Employer has the discretion to extend the leave above, either with or without loss of pay or benefits, and may grant a leave of absence with or without loss of pay or benefits. The Employer will not act unreasonably in the exercise of this discretion.

20.02 (a) Employees required by the Employer to attend training courses shall suffer no loss of pay or benefits for such attendance.

(b) The current policy with respect to tuition fee reimbursement will be maintained.

20.03 An employee shall be allowed a leave of absence without pay or benefits for the purpose of conducting a campaign for election to public office. Such leave is not to exceed two (2) months in a Federal Election and one (1) month in Provincial or Municipal Elections. The employee shall give as much notice as possible to the Employer, with the minimum notice being one (1) month, prior to the requested leave.

20.04 Leave without pay or benefits may be granted by the Employer for a period of time mutually agreed upon. The Employer shall consider such applications reasonably, taking into account
other staff leaves, vacancies and staffing changes as well as the needs of Street Haven at the Crossroads and its clients.

20.05 **Pregnancy and Parental Leave:** Employees shall be entitled to pregnancy leave and/or parental leave pursuant to the provisions of the *Employment Standards Act, 2000*.

20.06 **Leave for Union Work**

(a) An employee who has been selected by the Union to attend Union conventions may be granted a leave of absence without pay for this purpose at the sole discretion of the Employer. The Union will inform the Employer of the names of such delegates as far in advance as possible and in any case, no later than fifteen (15) working days in advance. The number of days leave of absence per year under this article shall not exceed:

(i) five (5) for any single employee;

OR

(ii) ten (10) for the bargaining unit.

(b) The union stewards will be eligible for a three (3) day leave of absence, with pay, each year for the purpose of attending the Union Educational/Training Seminar.

(c) It is agreed that no more than two (2) employees will be absent on leave under (a) or (b) above at any given time unless otherwise agreed by the Employer.

20.07 (a) **Benefits on Leave:** Employees on pregnancy and/or parental leave shall be entitled to continue to maintain health benefits coverage pursuant to the provisions of the *Employment Standards Act, 2000*. Employees on any other leave of absence without pay who wish to maintain benefits while on such leave, in circumstances where the Employer is not obligated to maintain coverage, may do so if they agree to reimburse the Employer for the full cost of the benefits and provided that such continued coverage is permitted under the terms of the benefits plan.

(b) Upon receipt of notice that an employee intends to take a leave of absence for any purpose, the Employer shall notify the employee in writing of their ineligibility for benefits or of the requirements for the continuation of benefits under Article 20.07 (a). This communication will include notice of the requirement that premiums be paid on a monthly basis and the cost of these premiums.

**ARTICLE 21 - JURY AND WITNESS DUTY**

21.01 (a) A full-time or regular part-time employee summoned to be a witness or juror by any body in Canada having the power of subpoena, if such attendance requires her absence from
work, shall notify the Employer as soon as possible after receipt of such summons. An employee who has complied with the foregoing shall be granted leave with pay during the period of service to the Court or summoning body pursuant to such summons and such employee shall return to the Employer any remuneration she receives as a witness or juror. The employee may choose the option of requesting a leave of absence without pay for the period in question, in which case she shall retain any remuneration she receives as a juror or witness.

(b) A relief employee who is summoned to be a witness as above in (a) shall notify the Employer as soon as possible after receipt of such summons, indicating the period, if any, during which such employee will be unavailable to be scheduled or called in for relief.

ARTICLE 22 - SICK LEAVE

22.01 (a) Sick leave for full-time employees covered by this Agreement may be accrued at the rate of 1 day per month, commencing from the date of hire, to a maximum of twelve (12) sick days per year.

(b) Sick leave for regular part-time employees covered by this Agreement may be accrued as above, on a pro-rata basis, based upon the number of hours such employees are regularly scheduled to work.

(c) Relief employees shall not be entitled to accumulated sick leave under this Article.

(d) Employees may carry over up to six (6) unused sick days into the next year. The maximum number of sick days an employee can accumulate is eighteen (18).

22.02 It is agreed there is no monetary value to an employee's accrued sick leave credits and that therefore, the employee shall not qualify for payment for any unused sick leave.

22.03 (a) Except as required by law, employees will not be entitled to utilize or accrue sick leave credits while absent on Long-Term Disability, Pregnancy, Maternity/Paternal Leave or while on any unpaid leave of absence. Sick leave will accrue during absences on vacation, sick leave under Article 22.01 and on short term disability.

(b) Employees returning to work from a leave of absence will be credited with the balance of their sick leave entitlement for that year. Example: An employee who returns from Long-Term Disability leave on July 1st will immediately be credited with her sick leave entitlement for the balance of the calendar year (6 months at 1 day per month). Such employee will be entitled to utilize her sick leave entitlement at any time following her return subject to the requirements of Articles 22.

(c) Employees applying for EI/short term disability must use their earned sick days up to the
date of the commencement of the disability including carry over days but not the full year entitlement.

(d) Employees may utilize vacation credits to cover absences due to illness with the approval of the employee’s manager.

(e) Employees who transfer from full-time to part-time or part-time to full-time keep sick leave credits accrued up to the transfer date, and begin accruing sick leave credits in accordance Article 22.01 (a) or (b), whichever is applicable, on the effective date of the transfer.

(f) Employees will be entitled to three (3) days of paid leave for workplace related injuries. This Agreement recognizes the definition of workplace related injuries to be that of the Workplace Safety Insurance Board (WSIB).

22.04 Sick leave of three (3) working days or less will not require a doctor’s certificate, provided the Manager is satisfied with the employee’s explanation of the reason for the absence. Sick leave in excess of three (3) working days shall be verified by a certificate from a duly qualified medical practitioner. In instances where an employee is required to obtain a medical certificate, the certificate shall certify the employee was unable to carry out the regular duties of her employment due to illness during the period in question.

22.05 An employee may use accumulated sick days to care for a sick or injured child, spouse or parent where the employee’s assistance and presence are reasonably required and there is no reasonable alternative. Employees will be required, if requested by the Employer, to provide a certificate from a duly qualified medical practitioner certifying the sickness or injury of the child, spouse or parent. Additionally, employees may use sick days to attend medical or dental appointments that cannot reasonably be scheduled outside of regular working hours provided employees first provide written notice to and obtain the consent of the Manager.

22.06 The Employer maintains the right to require a medical certificate in any case where the Employer has reasonable grounds to believe that sick leave is being used for reasons other than absence from work due to illness. This provision shall not be limited by any other provision in Article 22. In instances where an employee is required to obtain a medical certificate, the certificate shall certify the employee was unable to carry out the regular duties of her employment due to illness during the period in question.

22.07 The Employer will continue the current practice with respect to earned time off for employees with good attendance.

(a) It is agreed there is no monetary value to an employee’s accrued earned time off credits and that therefore, the employee shall not qualify for payment for any unused earned time off.

(b) Employees qualify for earned time off once the probation period is completed.

22.08 When an employee’s employment terminates, whether through resignation or otherwise, the
employer at all times maintains the right to recover from any final payment to the employee any sick leave pay not yet earned by the employee at time of termination but which has already been paid out to the employee.

**ARTICLE 23 - HEALTH AND SAFETY**

23.01 The Employer agrees to be bound by the provisions of the *Occupational Health and Safety Act for Ontario*.

23.02 Provision of annual safety shoe allowance of $100.00 for Property Maintenance staff once probation is achieved.

**ARTICLE 24 - BULLETIN BOARDS**

24.01 The Employer agrees to provide the Union with a bulletin board at each location for the purpose of posting Union notices. Official notices shall be posted only by the steward and shall be in keeping with the spirit and intent of this Agreement.

**ARTICLE 25 - WAGES**

25.01 Wages are set out in Schedule A attached to and forming part of this collective agreement.

**ARTICLE 26 - BENEFITS**

26.01 The Employer agrees to pay the indicated percentage of the premiums charged for the following health benefits plans for bargaining unit employees, excluding employees who choose to opt out of the program, relief employees and part-time employees who regularly work less than twenty-four (24) hours per week, provided such bargaining unit employees qualify under the terms of the plans as established by the insurance carrier and subscribe to the said plan through payroll deductions:

(a) Life Insurance - one hundred percent (100%) of the premium for term life insurance coverage offered by an insurer to be chosen by the Employer.

(b) Accidental Death and Dismemberment - one hundred percent (100%) of the premium for accidental death and dismemberment coverage offered by an insurer to be chosen by the Employer.

(c) Comprehensive Health Care - ninety-one percent (91%) of the premium for comprehensive health care coverage with no co-pay offered by an insurer to be chosen by the Employer.
(d) Dental Plan - eighty percent (80%) of the premium for dental insurance coverage offered by an insurer to be chosen by the Employer, with a maximum benefit per employee each year in the amount of $1,000.00.

(e) Vision Care - ($200.00 every 24 months) ninety-one percent (91%) of the premium for insurance coverage offered by an insurer chosen by the Employer for eye glasses or contact lenses.

26.02 The Employer agrees to arrange for long-term disability insurance coverage for bargaining unit employees, excluding relief employees, temporary, special project and contract employees under Article 2.05 and part-time employees who regularly work less than twenty-four (24) hours per week. Such disability insurance shall be provided by an insurance carrier chosen by the Employer. The cost of the premiums for such coverage will be paid one hundred percent (100%) by the employees pursuant to payroll deductions. Such long-term disability insurance coverage shall be mandatory for all eligible employees except that it may be waived upon proof of alternate long-term disability coverage.

26.03 Employees will submit claims directly to the insurer in accordance with the provisions of the plan. Any disputes regarding entitlement to benefits under the coverage provided by the insurer shall be between the employee and the insurer. The Employer agrees to use its best efforts on behalf of an employee in any case where there is a dispute concerning coverage.

26.04 The Employer agrees to continue paying the premium for the coverage as indicated herein for the duration of this Agreement unless the insurer discontinues any coverage, in which case the Employer shall not be required to seek replacement coverage for such discontinued coverage.

**ARTICLE 27 - HOURS OF WORK**

27.01 It is expressly understood and agreed that the provisions of this article are not a guarantee that work will be provided nor that the hours of work or schedules will not be changed as deemed necessary or desirable by the Employer in the interest of efficiency or economy or the effective delivery of service to the clients of Street Haven at the Crossroads.

27.02 (a) The standard work week for full-time employees is forty (40) hours per week, including a thirty (30) minute paid lunch and thirty (30) minutes of paid break time per day.

(b) The Grant House practice of working breaks off-site will continue for employees who were assigned to Grant House on July 1, 2007, excluding relief employees. Employees hired or transferred to Grant House on a full-time basis after this date will be required to be on-site for their breaks.
(c) Grant House employees who work single shifted shall have the following shift arrangements: Employees who work the 3pm to 11pm shift will commence at 3:30 pm and end at 11pm. Weekend shifts on Saturday and Sunday will be scheduled as follows: Employees scheduled for an 8 hour shift will work 8 hours and be paid for 8.5 hours. Employees scheduled for 7.5 hours shifts will work for 7.5 hours and be paid for 8 hours. Ten hour overnight shifts covered by relief staff from 1030pm to 830am will work 10 hours and be paid 10.5 hours.

27.03 No employee shall work in excess of the normal hours of work in a regularly scheduled shift unless so authorized by his or her supervisor. In instances where an employee works more than eighty (80) hours in a bi-weekly scheduling period, she shall receive pay or lieu time off at the rate of time and one-half for each hour worked in excess of eighty (80) hours. No credit for overtime shall be received by an employee working excess hours where such excess hours are the result of his or her exchange of shifts or for reasons of personal convenience. All accumulated lieu time shall be taken at times mutually agreed to. Employees electing to be paid for overtime hours will advise their supervisor in order that such payments may be made in the pay period in which the overtime was earned.

27.04 The Employer shall provide a copy of all new or amended staffing schedules at least 2 weeks in advance of the implementation of the new or amended staff schedule. It is understood that if circumstances beyond the Employer’s control prevent such disclosure being made within 2 weeks of the implementation of the new or amended staff schedule, it is agreed that the Employer shall provide a copy of the new or amended staff schedule at the Employer’s earliest opportunity.

For the purposes of this section only, a new or amended staff schedule includes the following changes:

1) shift start time
2) daily or weekly schedule
3) length of shift

ARTICLE 28 – MILEAGE AND TAXI CHITS

28.01 Mileage will be reimbursed at the rate of fifty-two (.52) cents per kilometre.

28.02 Taxi chits will be provided to employees in accordance with current practice.

ARTICLE 29 DURATION OF AGREEMENT

29.01 The term of this Agreement will be from July 01, 2013 to June 30, 2015. The Agreement shall be automatically renewed thereafter for successive periods of one (1) year, unless either party requests the negotiation of a new Agreement by written notice to the other party, not less than
thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiry date of this Agreement.

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

Dated at Toronto, Ontario this 28th day of February, 2014

For The Employer:
(Street Haven at the Crossroads)

For The Union:
S.E.I.U. Local 2 (Brewery, General & Professional Workers' Union)
LETTER OF UNDERSTANDING # 1

Between

Street Haven at the Crossroads

(hereinafter referred to as 'the Employer)

And

SEIU Local 2 BGPWU

(hereinafter referred to as "the Union")

Re: Pay Equity Maintenance

The parties agree to ensure the Maintenance of Pay Equity and will review once every two years or as necessary as the result of changes to job classifications, job responsibilities and duties or the introduction of a new classification or classifications.

Dated at Toronto, Ontario this 28th day of February, 2014

For The Employer:

(Street Haven at the Crossroads)

[Signature]

[Signature]

For The Union:

S.E.LU. Local 2.on, (Brewery, General & Professional Workers' Union)

[Signature]

[Signature]
LETTER OF UNDERSTANDING # 2

Between

Street Haven at the Crossroads
(hereinafter referred to as 'the Employer')

And

SEIU Local 2 BGPWU
(hereinafter referred to as "the Union")

Re: Parking

The Employer agrees that the current practice with respect to parking allocations for staff will remain in place.

It is understood that should circumstances beyond the Employer's control result in a reduction in the total number of available parking spaces, parking allocations will continue to be made based on seniority within the organization.

Dated at Toronto, Ontario this 28th day of February, 2014

For The Employer:
(Street Haven at the Crossroads)

For The Union:
S.E.I.U. Local 2.on, (Brewery, General & Professional Workers' Union)
LETTER OF UNDERSTANDING # 3

Between

Street Haven at the Crossroads
(hereinafter referred to as 'the Employer)

And

SEIU Local 2 BGPWU
(hereinafter referred to as "the Union")

Re: On Call

The parties agree to the following current practices in respect of the on call duties:

1. Staff filling the following positions are required to be on call as part of their job positions: Supportive Housing Case Managers and Shelter Case Managers.

2. On call commences on the conclusion of the employees regularly scheduled shift on Friday and continues until 9:00 am on Monday, or in the case of a statutory holiday at 9:00 am on the day following the statutory holiday for Supportive Housing Case Managers. On call commences on Friday at 10:30 pm and continues until 8:00 am on Monday, or in the case of a statutory holiday at 8:00 am on the day following the statutory holiday for Shelter Case Managers.

3. The following practices will continue:
   a. On call schedules at the Hostel are selected by Case Managers at the commencement of each 16 week schedule;
   b. On call duties are to be: (a) immediately available by telephone for the on call period and (b) immediately available to report to work;
   c. On call assignments will be equitably divided;
   d. The practice of self-scheduling by agreement;
   e. The practice of exchanging on call shifts by agreement;
   f. Employees will not be required to accept two consecutive on call weekends;
   g. Employees scheduled for all call shifts will receive 4 hours in lieu time for weekend coverage and 6 hours in lieu time for weekend coverage on a long weekend;
   h. Where an on call employee is required to report to work they shall receive a minimum of 4 (four) hours pay at straight time or hours worked at time and one half whichever is greater;
i. It is agreed that schedules will not be changed to avoid the payment of overtime.

4. In the event that it becomes necessary to establish an on call schedule at Grant house, the above practices will apply. The Union will be notified in advance of such changes.

Dated at Toronto, Ontario this 28th day of February, 2014

For The Employer:

(Street Haven at the Crossroads)

For The Union:

S.E.I.U. Local 2. (Brewery, General & Professional Workers' Union)
LETTER OF UNDERSTANDING # 4

Between

Street Haven at the Crossroads

(hereinafter referred to as 'the Employer)

And

SEIU Local 2 BGPWU

(hereinafter referred to as "the Union")

ASSIGNMENT OF RELIEF SHIFTS

The parties agree to the following procedure in respect of the assignment of relief shifts:

1. The assignment of shifts to members of the relief staff group will be in accordance with the procedures set out herein. Schedules will be drawn up for 8 pay periods at a time to determine predicted staffing vacancies. All relief staff will submit their availability in writing for the 8 pay periods three weeks in advance of the date assignments will be made. Shifts will be assigned by pay period.

2. Relief staff will be assigned in order of seniority and assignments will be distributed on an equitable basis. Relief employees will normally be initially scheduled for one shift per pay period and normally will not be scheduled for more than two shifts per pay period. All predicted staffing vacancies will be assigned on the schedule.

3. Relief staff will be notified of their assigned shifts no later than one week prior to the beginning of the schedule rotation start date. Schedules for the Shelter and Grant House will be posted at their respective locations.

4. Shifts which become available following the posting of the 16 week schedule will be filled as follows: calls will be commenced in order of seniority and a list of calls will be maintained. The first person to answer and accept or call back and accept will be assigned to cover the shift. For coverage for any subsequent shifts staff will begin calling in order of seniority starting with the person on the seniority list who follows the last person called.
5. It is agreed that the Union may have access to the assignment records for review purposes upon request.

Dated at Toronto this 28th day of February, 2014

For The Employer:

[Signature]

For the Union:

[Signature]
LETTER OF UNDERSTANDING #4, AMMENDMENT

Between

Street Haven at the Crossroads

(hereinafter referred to as 'the Employer')

And

SEIU Local 2 BGPWU

(hereinafter referred to as "the Union")

Assignment of Relief Shifts – 48 week trial.

As a trial with relief scheduling, we will commit to three 8 pay period schedules in the following manner:

1. Relief staff will be assigned in order of seniority and assignments will be distributed on an equitable basis. Relief employees will be initially scheduled for two shifts over two pay periods (4 weeks) and normally will not be scheduled for more than 4 shifts in that same four week period. All predicted staffing vacancies will be assigned on the schedule.

2. The parties agree to meet shortly following the end of the second 8 pay period cycle to evaluate this change.

3. Either party may request a meeting following the completion of the first 16 week period.

4. This agreement may be terminated by either party on notice of 4 weeks prior to the commencement of the third 16 week cycle.

Dated at Toronto this 28th day of February, 2014

For The Employer:

For the Union:

Anne Topp

Mary Elliott
LETTER OF UNDERSTANDING # 5

Between

Street Haven at the Crossroads

(hereinafter referred to as 'the Employer)

And

SEIU Local 2 BGPWU

(hereinafter referred to as "the Union")

RELIEF VACANCIES

1. The parties agree, relief staff employed at Grant House will be permitted to apply for posted vacancies for relief positions at the Shelter and relief staff employed at the Shelter will be permitted to apply for posted vacancies for relief positions at Grant House.

2. Whenever there is a job posting for Relief Worker, applications may be made by relief staff for placement on a secondary relief list at the other location. A notation to this effect will be added to the job posting. For clarity, relief staff with a primary position as Relief Worker at the Shelter may apply for a position on a secondary relief list at Grant House. Similarly, relief staff with a primary position at Grant House may apply for a position on the secondary relief list at the Shelter.

3. Applicants with the qualifications and ability to perform the work of the position within a reasonable familiarization/training period will be placed on the secondary relief list. Placement on the secondary relief list will include an initial trial period not to exceed 160 hours. In the event the employee proves unsatisfactory in the new location, she will be removed from the secondary relief list. Removal from the secondary relief list will not affect the employee's position as a relief staff at their primary location. An employee may also request that her name be removed from the secondary relief list by providing two weeks notice.

4. After the schedules are posted any shifts that require a call around will be filled using the Emergency Coverage Forms. This form will include, for each program, the program's primary and secondary relief staff. Calls will be commenced in order of seniority within the organization and will be made in accordance with the Letter of Understanding on the Assignment of Relief Shifts.
5. Employees will not be permitted to work shifts which would result in overtime payment without advance authorization from their supervisor at the site which will incur overtime.

6. Employees will submit separate time sheets for each location completed in accordance with current practice.

Dated at Toronto, Ontario this 28th day of February, 2014

For the Employer

For the Union

Dated at Toronto, Ontario this 28th day of February, 2014

For the Employer

For the Union
LETTER OF UNDERSTANDING # 6

Between

Street Haven at the Crossroads

(hereinafter referred to as 'the Employer)

And

SEIU Local 2 BGPWU

(hereinafter referred to as "the Union")

EMPLOYEE MEALS

It is agreed that the existing practice with respect to meals for staff at Grant House and the Hostel will continue.

Dated at Toronto this 28th day of February, 2014

For the Employer

For the Union

Anne Copp

Mary Kent
LETTER OF UNDERSTANDING # 7

Between

Street Haven at the Crossroads
(Hereinafter referred to as the Employer)

And

SEIU Local 2 BGPWU
(Hereinafter referred to as "the Union")

Re: Wage Rate – Counsellor Joubert House

1. The Employer acknowledges that the rate of pay for Supportive Housing Counsellor (Senior position only) is currently $45,269.18 effective July 1, 2012.

2. The Employer agrees that no changes will be made to the existing rates of pay at Supportive Housing except as contemplated by the Collective Agreement or as agreed to by the parties.

Dated At Toronto, Ontario this 28th day of February, 2014

For The Employer:

(Street Haven at the Crossroads)

For The Union:

S.E.I.U. Local 2.on, (Brewery, General & Professional Workers' Union)
LETTER OF UNDERSTANDING # 8

Between

Street Haven at the Crossroads
(hereinafter referred to as "the Employer")

And

SEIU Local 2 BGPWU
(hereinafter referred to as "the Union")

The parties agree to the following processes in respect of the use of banked lieu time in the following categories:

(a) lieu time arising from ETO (Article 22.07) and On Call lieu time (LOU #3)

(b) lieu time arising from STAT pay (Article 18), Over Time (Article 27.03) and On Call Over Time pay (LOU #3);

1. Lieu time will be scheduled by mutual agreement between the employee and the supervisor.

2. Subject to supervisory approval lieu time can be taken as single or multiple days and can be used in conjunction with vacation or statutory holidays.

3. Employees electing to be paid out for overtime will advise their supervisor in order that such payments may be made in the pay period in which the overtime was earned (see (b) above)

4. Lieu time except for ETO can be accumulated to a maximum of 40 hours.
Dated at Toronto, Ontario, this 28\textsuperscript{th} day of February, 2014

FOR THE EMPLOYER

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FOR THE UNION

\hspace{1cm} \hspace{1cm}

\hspace{1cm} \hspace{1cm}
LETTER OF UNDERSTANDING #9

Between

Street Haven at the Crossroads

(hereinafter referred to as 'the Employer")

And

SEIU Local 2 BGPWU

(hereinafter referred to as "the Union")

Re: Wellness Days

The Employer agrees to one Wellness Day in year one of the agreement and two Wellness Days in year two of the agreement. Wellness Days shall be scheduled for a time mutually agreeable to the Employee and the Employer. Wellness Days will continue until wage increases are undertaken.

Dated at Toronto this 28th day of February, 2014

FOR THE EMPLOYER

FOR THE UNION

[Signatures]
LETTER OF UNDERSTANDING #10

Between

Street Haven at the Crossroads
(hereinafter referred to as 'the Employer")

And

SEIU Local 2 BGPWU
(hereinafter referred to as "the Union")

Re: Break Room

The parties agree to the following arrangements in order to provide a break room for staff at 87 Pembroke Street until the completion of the basement renovation:

The Shelter Supervisor’s office will be available to staff for breaks from Monday to Friday from 12:00 pm to 2:00 pm.

Dated at Toronto this 28th day of February, 2014

FOR THE EMPLOYER

FOR THE UNION
LETTER OF INTENT # 1

Between

Street Haven at the Crossroads
(hereinafter referred to as 'the Employer')

And

SEIU Local 2 BGPWU
(hereinafter referred to as "the Union")

Re: Private Fundraising

1. It was agreed that 40% of any private fundraising in a fiscal year in excess of the amount which otherwise results in:
   
   a. A nil deficit as determined by the organization’s audited financial statements, and
   b. Subject to maintaining a reserve fund of $220,000.00 (plus interest earned thereon)

2. This amount will be shared across all union and non-union employees on a lump sum basis calculated as an equal % of each employee’s salary. This sharing is limited to a maximum of 5% of each employee’s salary per year and will be paid within 60 days from the finalization of the organization’s audited financial statements.

3. Private fundraising is defined as donations from private donors, foundations, corporations, the Trillium Foundation, ShareLife and the proceeds from fundraising events, net of fundraising expenses (which include all salary Employee benefits and other expenses allocated to fundraising activities)

4. Bequests are excluded from the calculation of private fundraising dollars.

5. For clarity, in the event that Street Haven finds it necessary to sell any of its properties/assets, the funds from the sale(s) are not to be included in the above calculations.
Dated at Toronto, Ontario this 28th day of February, 2014

For The Employer:  (Street Haven at the Crossroads)

For The Union:  S.E.I.U. Local 2 (Brewery, General & Professional Workers' Union)

[Signatures]

[Signatures]
LETTER OF INTENT # 2

Between

Street Haven at the Crossroads  
(hereinafter referred to as 'the Employer')

And

SEIU Local 2 BGPWU  
(hereinafter referred to as "the Union")

Re: Fundraising Revenue

1. For fiscal year 2014 – 2015, 50% of fundraising revenue in excess of $430,000.00 will be paid in the form of lump sum payments to a maximum of $1000.00 for regular staff and $300.00 for relief staff payable on June 1, 2015.

2. In the event that fundraising revenues do not exceed $430,000.00 in 2014/15 fiscal year, lump sum payment will be made as follows: $500.00 for regular staff and $150.00 for relief staff on June 1, 2015.

Dated at Toronto, Ontario this 28th day of February, 2014

For The Employer:  
(Street Haven at the Crossroads)

For The Union:  
S.E.I.U. Local 2 (Brewery, General & Professional Workers' Union)

[Signatures]
## SCHEDULE A

### Wage Rates and Classifications

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Location</th>
<th>July 1, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counsellor</td>
<td>Shelter</td>
<td>$45,060.08</td>
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<tr>
<td>Counsellor</td>
<td>Supportive Housing</td>
<td>$45,542.90</td>
</tr>
<tr>
<td>Counsellor</td>
<td>Grant House</td>
<td>$45,542.90</td>
</tr>
<tr>
<td>O/N Counsellor</td>
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<td>O/N Counsellor</td>
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<td>Addiction Case Managers</td>
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<tr>
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<td>Literacy/Numeracy Instructor</td>
<td>Learning Centre</td>
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<td>Relief Staff</td>
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<tr>
<td>Janitorial Staff</td>
<td>All Locations</td>
<td>$12.80/hr</td>
</tr>
</tbody>
</table>

### Notes:

**Note 1:** All employees not entitled to vacation with pay will receive 4% vacation pay.

**Note 2:** The Employer shall pay 2% in lieu of benefits on each pay for all employees who are not eligible for benefits due to their employment status in the organization.

**Note 3:** The Employer shall arrange for a RRSP matching program for full-time employees. The Employer shall match employee contributions up to $400.00 per employee per calendar year on a pro rata basis. All employees shall continue to be eligible for the current group RRSP program. The Employer will commence matching contributions made on or after January 1, 2012.