

COLLECTIVE AGREEMENT

Between



home

ECUHOME CORPORATION

(hereinafter referred to as “the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 3798.00

(hereinafter referred to as “the Union”)

Expiry Date

December 31st, 2026

TABLE OF CONTENTS

ARTICLE 1:	PREAMBLE	4
ARTICLE 2:	SCOPE AND RECOGNITION	4
ARTICLE 3:	NO DISCRIMINATION	4
ARTICLE 4:	UNION SECURITY AND UNION REPRESENTATION.....	5
ARTICLE 5:	NO STRIKES/NO LOCKOUTS	7
ARTICLE 6:	MANAGEMENT RIGHTS.....	7
ARTICLE 7:	DEFINITION OF A GRIEVANCE.....	8
ARTICLE 8:	GRIEVANCE PROCEDURE	8
ARTICLE 9:	ARBITRATION	9
ARTICLE 10:	SUSPENSION AND DISCHARGE.....	10
ARTICLE 11:	GROUP GRIEVANCE.....	11
ARTICLE 12:	EMPLOYER GRIEVANCE/UNION POLICY GRIEVANCE	11
ARTICLE 13:	PROBATION.....	11
ARTICLE 14:	SENIORITY	12
ARTICLE 15:	LOSS OF SENIORITY	14
ARTICLE 16:	JOB POSTINGS	15
ARTICLE 17:	LABOUR MANAGEMENT COMMITTEE	16
ARTICLE 18:	HOURS OF WORK	16
ARTICLE 19:	OVERTIME	17
ARTICLE 20:	LEAVES OF ABSENCE	19
ARTICLE 21:	PAYMENT OF WAGES AND ALLOWANCES	22
ARTICLE 22:	PENSION PLAN	24
ARTICLE 23:	BENEFITS.....	24
ARTICLE 24:	PAID HOLIDAYS	26
ARTICLE 25:	VACATIONS	27
ARTICLE 26:	SICK LEAVE.....	29
ARTICLE 27:	JOB CLASSIFICATIONS	30
ARTICLE 28:	WORKERS' COMPENSATION	31
ARTICLE 29:	RESTRUCTURING	31
ARTICLE 30:	HEALTH AND SAFETY.....	31
ARTICLE 31:	CONTRACT EMPLOYEES.....	31
ARTICLE 32:	PERSONNEL FILES.....	32
ARTICLE 33:	GENERAL CONDITIONS.....	32
ARTICLE 34:	INTERPRETATION	33
ARTICLE 35:	DURATION.....	33
ARTICLE 36:	COPIES OF THIS AGREEMENT	33

SCHEDULE "A" - SALARIES.....	35
LETTER OF UNDERSTANDING #1.....	36
LETTER OF UNDERSTANDING #2.....	37
LETTER OF UNDERSTANDING #3.....	38
LETTER OF UNDERSTANDING #4.....	39
LETTER OF UNDERSTANDING #5.....	40
LETTER OF UNDERSTANDING #6.....	41
LETTER OF UNDERSTANDING #7.....	42
LETTER OF UNDERSTANDING #8.....	43
LETTER OF UNDERSTANDING #9.....	44
LETTER OF UNDERSTANDING #10.....	45

ARTICLE 1: PREAMBLE

- 1.1 It is the purpose of both parties to this Agreement to:
- a) Build and maintain harmonious relations between the Employer and its employees;
 - b) Recognize the value of joint discussions and negotiations;
 - c) Encourage efficiency in operations; and
 - d) Provide a mechanism for the amicable adjustment of grievances.
- 1.2 The parties to this Agreement share a desire to improve the quality of the Employer's services, and to promote the effective delivery of all programs of the Employer. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2: SCOPE AND RECOGNITION

- 2.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer save and except for Program Managers, Property Managers, Human Resources Managers, the Administrative Assistant and all other persons above the ranks of Property Manager, Program Manager and Human Resources Manager.
- 2.2 The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to transact business.
- 2.3 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her Representative which may conflict with the terms of this Collective Agreement.
- 2.4 The Employer will not contract out bargaining unit work that has been normally performed by bargaining unit employees if as a result of such contracting out, bargaining unit employees would be laid off or have their regularly scheduled hours of work reduced.
- 2.5 Persons whose jobs (paid or unpaid) are not in the bargaining unit, will not perform work that has been normally performed by bargaining unit employees if as a result of the performance of such work, bargaining unit employees would be laid off or would have their regularly scheduled hours of work reduced.

ARTICLE 3: NO DISCRIMINATION

- 3.1 The Employer and the Union agree that there will be no discrimination or harassment exercised against any employee covered by this agreement on the basis of any prohibited ground which is prescribed by the Ontario Human Rights Code, R.S.O. 1990.

- 3.2 The Employer and the Union agree that there shall be no intimidation, restraint or coercion exercised or practised with respect to any employee by reason of his/her membership or activity, or non-membership or lack of activity in the Union.
- 3.3 Persons hired after the effective date of this Agreement shall be required, as a condition of employment, to become a member of the Union.
- 3.4 No employee shall conduct Union activities during working hours other than as specifically permitted by this Agreement or with the permission of the management of the Employer.

ARTICLE 4: UNION SECURITY AND UNION REPRESENTATION

- 4.1 The parties hereto agree to compulsory check-off of Union dues for all employees who come within the Bargaining Unit. The amount to be deducted shall be the regular union dues as established by the Union, or assessments reviewed by the Union.
- 4.2 Union dues shall be deducted from an employee's pay and such dues shall be forwarded to the Union monthly by the 15th of the month following the month in which the deductions are made.
- 4.3 The Employer will at the time of making each remittance hereunder to the National Secretary-Treasurer of the Union, supply the Union with a statement showing names, addresses, phone numbers, and classifications of employees, their gross wages paid for the month in respect of which dues are being remitted, and the amount of dues deducted, with a copy to the Local Union. The statement will also indicate lay-offs, recalls, resignations, retirements, deaths and terminations of employment.
- 4.4 The Union agrees to indemnify and save the Employer harmless against all claims, demands and expenses should any person at any time contend or claim that the Employer has acted wrongfully or illegally in making such dues deductions or in relation to any action taken at the request of the Union.
- 4.5 When Income Tax T-4 slips are prepared, the Employer will indicate on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.
- 4.6
 - a) The Employer agrees to advise candidates who may be potentially hired, of the fact that a Union has bargaining rights and that such employees will be subject to the Union Security and Dues Check-off provision of any collective agreement that may be in effect from time to time.
 - b) The Employer agrees to provide a Union Steward with an opportunity to interview new employees for a period of up to one-half (1/2) hour, excluding travel time to and from the workplace where applicable. The purpose of this meeting is to acquaint such employees with the role of the Union and the terms of the collective agreement. Such meetings will be held at a time and location mutually agreed upon between the Steward and the employee's Manager, within the first thirty (30) days of the employee's employment.

4.7 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director (or his/her designate) and the Unit Chairperson (or his/her designate), with a copy to the CUPE National Representative.

A copy of any correspondence which relates to an employee's suspension or discharge, between the Employer and any employee in the bargaining unit, shall be forwarded to the Unit Chairperson of the Union or his/her designate.

4.8 Stewards

- a) The Employer recognizes the right of the Union to appoint or otherwise elect up to three (3) employees as Stewards, it being agreed and understood that Stewards must be seniority employees who have successfully completed probation or any extended probation period in accordance with Article 13.
- b) The Union shall notify the Employer in writing of the names of the Stewards that have been selected. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- c) Stewards shall continue to perform their regular duties on behalf of the Employer until permission from his/her Manager (or his/her designate) is granted to investigate and process a grievance, which permission shall not be unreasonably withheld.
- d) When a Steward is permitted to be temporarily absent from his/her regularly scheduled hours of work in order to attend to processing a grievance, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside of his/her regular hours of work.

4.9 Union Bargaining Committee

- a) Union Bargaining Committee will be elected or appointed consisting of not more than three (3) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members. The Union will have the right to have a CUPE National Representative or any of its advisors present at negotiations and the Employer will also be entitled to have its professional advisors present.
- b) The Union Bargaining Committee will receive their regular rate of pay for all regularly scheduled straight time working hours lost due to attendance at negotiations during the employee's regularly scheduled working hours, up to but not including conciliation. Time spent in negotiations will not be counted as time worked for the purposes of calculating overtime or compensatory time entitlement.

4.10 The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. A Union Representative shall have access to the Employer's premises to discharge such duties as Representative of the Union provided that he/she first obtains the permission of the Employer and provides at least three (3) hours' notice in advance of the planned arrival stating the reasons for his/her attendance and such permission will not be unreasonably withheld.

- 4.11 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the Employer's premises without the express written permission of the Employer.

ARTICLE 5: NO STRIKES/NO LOCKOUTS

- 5.1 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slow-down, work stoppage either complete or partial or other interruption or interference with operations during the term of this Agreement. The Union also agrees that there will be no picketing which will cause an interruption or interference with the Employer's operations during the term of this Agreement.
- 5.2 The Employer agrees that it will not threaten, cause or direct any lockout of its Employees for the duration of this Agreement.
- 5.3 The words "strike" and "lockout" shall also have the same meaning given to those words in the *Ontario Labour Relations Act*.

ARTICLE 6: MANAGEMENT RIGHTS

- 6.1 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces, and the management of the Employer's operations are vested exclusively with the Employer and without limiting the generality of the foregoing, the exclusive functions of the Employer shall include the following rights, unless otherwise specified in this Agreement and/or applicable legislation:
- a) To operate and manage the organization in every and in all respects;
 - b) To maintain order, discipline, efficiency amongst its employees and in connection therewith to establish and enforce rules, regulations, policies and practices from time to time to be observed by its employees. The Employer reserves the right to amend or introduce new rules, regulations and policies from time to time however, such rules, regulations and policies will not be inconsistent with the terms of this Agreement;
 - c) To select, hire, retire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has completed probation has been discharged or disciplined without just cause may be made the subject of a grievance and dealt with as hereinafter provided; to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
 - d) To determine the nature and kind of services provided by the Employer, the kinds and locations of its operations, the services to be rendered, the kinds of equipment to be used, the methods of operating and control of materials, goods, or equipment to be used, the control of materials, the quality and quantity of services to increase or reduce personnel in any classification or on the whole;
 - e) To have the right to plan, direct and control the work of the employees, the operations of the Employer, and the schedules and procedures of work;

- f) To determine the schedules of work, the number of shifts, job content and requirements, quality and quantity standards, and the qualifications of employees.
- 6.2 The Employer agrees that in exercising its rights as set out in Article 6.1 above, it will not act in a manner that is inconsistent with the terms of this Agreement.

ARTICLE 7: DEFINITION OF A GRIEVANCE

- 7.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Complaints

It is the mutual desire of the parties to this Agreement that a complaint of an employee shall be resolved as promptly as possible. It is understood that an employee has no grievance until he/she has first discussed his/her complaint with his/her Manager and allowed the Manager to address the complaint.

- 8.2 If an employee has a complaint or question which he/she wishes to discuss, he/she shall take the matter up orally with her/his Manager within five (5) days after the circumstances giving rise to the complaint have occurred. The employee shall have the right to request that a Union Steward be present.

- 8.3 If such complaint or question is not settled to the satisfaction of the employee concerned within a period of one (1) day following the Manager's decision, or within such longer period as may be mutually agreed upon at the time, then the steps of the grievance procedure may be invoked.

8.4 Step 1

If a complaint is not resolved at the Complaint stage, the Union may submit the grievance on the employee's behalf, signed by the grievor, in writing to the Human Resources Manager, within seven (7) days after the Manager's decision at the Complaint stage is given, or such longer time thereafter as may be mutually agreed upon by the parties.

The Human Resources Manager will meet with the Union within five (5) days from the day it was submitted and respond in writing within forty-eight (48) hours of the meeting.

Step 2

If the grievance is not resolved at Step 1, the Union may refer it to the Executive Director (or his/her designate), within five (5) days of receipt of the Step 1 decision.

A meeting will then be held between the Executive Director (or his/her designate), the Union and the grievor within five (5) days. It is understood that at such a meeting, the Executive Director may have such counsel and/or assistance as he/she may desire and that the Union may have a National Representative and/or counsel present. The

decision of the Executive Director shall be given, in writing, within five (5) days following the meeting.

Should the Executive Director (or his/her designate) fail to render a written decision as required in Step 2, or failing settlement of any grievance under the foregoing procedures, arising from a grievance as defined in Article 7.1, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received as required by this Agreement, within fifteen (15) days after the decision under Step 2 is given or within twenty (20) days following the meeting under Step 2 of the Grievance Procedure, the grievance shall be deemed to have been abandoned.

- 8.5 At each Step of the grievance procedure, the grievor shall have the right to be present.
- 8.6 Any of the time allowances referred to above may only be extended by the mutual written consent of the parties.
- 8.7 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays, and paid holidays.
- 8.8 When a grievance is submitted, in writing by the Union, it shall state the nature of the grievance and the parties involved, the clause or clauses of the Agreement alleged to have been violated, and the remedies sought.
- 8.9 Prior to submitting a grievance to arbitration, the parties may mutually agree to engage a mediator to assist the parties in resolving a grievance. The party seeking mediation, must advise the other party in writing within 5 days following the receipt of the response at Step 2, that they wish to pursue a mediated settlement and then the party receiving the request will indicate whether such party is in agreement with mediation. Within 5 days of receiving the notice, the party who indicates agreement with mediation will propose the names of two mediators from a roster.
- 8.10 No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.
- 8.11 No employee, Steward or designated Representative shall leave his/her work for any of the purposes mentioned in this Agreement, without notice to, and permission from, his/her Manager, or his/her designate. Such permission will not be unreasonably withheld.

ARTICLE 9: ARBITRATION

- 9.1 (a) When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance.
- (b) Within fifteen (15) working days of a grievance being referred to arbitration the Employer and the Union will agree on a sole arbitrator to hear the grievance. In the event agreement to an arbitrator cannot be reached within fifteen (15) working days either party may apply to the Office of Arbitration of the Ministry of Labour for the Province of Ontario to appoint an arbitrator.

- 9.2 Each of the parties shall pay one-half (1/2) of the expenses and fees of the arbitrator.
- 9.3 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, unless otherwise required by statute.
- 9.4 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision that is inconsistent with it. The Arbitrator may dispose of a grievance in any manner which it deems just and equitable in the circumstances.
- 9.5 All agreements reached under the grievance and arbitration procedures between the Employer and its Representatives, and the Union and its Representatives, will be final and binding upon the Employer and the Union.
- 9.6 In resolving disputes, an Arbitrator will determine the nature of the differences in order to address their real substance.
- 9.7 Either Party may exercise their right to apply for expedited arbitration in accordance with the Labour Relations Act as amended from time to time.
- 9.8 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee(s) as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time.

ARTICLE 10: SUSPENSION AND DISCHARGE

- 10.1 In the event an employee who has completed probation is disciplined, discharged or suspended from employment and the employee feels that the discipline, discharge or suspension is unjust, the case may then be taken up as a grievance.
- 10.2 A grievance concerning discipline (save and except verbal warnings), suspension or discharge shall proceed directly to Step 2 of the grievance procedure and must be presented, in writing, dated and signed by the grievor within seven (7) days after notice of the discipline, suspension or discharge was given, or within seven (7) days after the employee ceases to work for the Employer, whichever is the earlier.
- 10.3 An employee will have the right to have a steward present at any meeting with the Employer's management in which the employee believes that there could be a basis for disciplinary action. Prior to such a disciplinary meeting, the Employer will advise the employee that the proposed meeting is of a disciplinary nature.
- 10.4 A grievance concerning an allegation of unjust dismissal may be settled by confirming the Employer's action in dismissing the employee, by reinstating the employee, or by entering into any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 11: GROUP GRIEVANCE

- 11.1 Where more than one (1) employee has the same grievance arising out of the same set of facts or circumstances, a group grievance will be filed by having all such employees sign a written grievance at Step 2. Such group grievance shall then be processed within the framework of the grievance procedure.

ARTICLE 12: EMPLOYER GRIEVANCE/UNION POLICY GRIEVANCE

- 12.1 The Employer may institute a grievance, consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or its representatives, in writing, dated and signed, by forwarding a written statement of said grievance to the Union Representative of the Union, provided that it is presented within five (5) days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Employer and the Union within five (5) days. The Employer shall suggest at least three (3) alternative days, and times and places at which the meeting may be held. The representative of the Union shall give its decision in writing within five (5) days after the meeting. Failure to render such decision shall be deemed to be a denial of the grievance. Failing settlement, a grievance may be referred to arbitration by the Employer by written notice of intent in accordance with Step 2 of the grievance procedure.
- 12.2 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement, in writing at Step 2 of the grievance procedure, provided that it is presented within seven (7) days after the circumstances giving rise to the grievance have originated or occurred.

ARTICLE 13: PROBATION

- 13.1 A newly hired employee will be known as a probationary employee until she/he has completed a period of ninety (90) calendar days of continuous employment.

The parties hereby agree that all scheduled days during the ninety (90)-calendar day probationary period must be actually worked, unless otherwise authorized by the Employer.

- 13.2 Probationary employees may be dismissed by the Employer when the Employer determines that the employee is unsuitable having regard to any one or all of the following criteria:
- a) The employee's skills, level of competence, efficiency, ability, knowledge and/or experience;
 - b) The employee's availability and dependability;
 - c) The employee's ability and/or willingness to work in harmony with other personnel of the Employer.
- 13.3 On or before the expiry date of the initial probationary period, the Employer will confirm to the employee the decision to:

- a) Confirm his/her appointment as having completed his/her probation; or
 - b) Extend probationary status by no more than thirty (30) working days provided that the intention to extend probationary status is first discussed with the employee and the Union;
 - c) Terminate the employee in accordance with Article 13.2 of this Agreement.
- 13.4 The Employer will provide an evaluation of a probationary employee at least once during the probationary period.
- 13.5 A probationary employee will have the right to file a grievance in relation to his/her discharge during the probationary period where there is an alleged violation of Article 3 of this Agreement.

ARTICLE 14: SENIORITY

- 14.1 Seniority is defined as a Permanent employee's length of continuous service since the last date of hire in the bargaining unit and will include continuous service with the Employer, prior to the date of certification of the Union. An employee will be considered on probation and will not be placed on any seniority list until he/she has successfully completed the probationary period referred to in this Agreement. After an employee has successfully completed the probationary period, the employee's name shall be placed on the seniority list and his/her seniority shall commence from the first date the employee actually worked for the Employer on or after the employee's most recent date of hire.
- 14.2
- a) The Employer will post a Job Category seniority list in January and July of each year, showing the employee's current classification within a Job Category and the date when each employee's employment commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application for employment.
 - b) An employee will have twenty (20) days within which to challenge the seniority list after it has been posted, and thereafter the seniority date of each employee will be deemed to be conclusive.
- 14.3 For the purposes of job posting, seniority will be referred to on a bargaining unit wide basis.
- 14.4 Lay-Off and Recall
Notwithstanding anything contained in this Agreement, it is hereby agreed that there is no right of recall for probationary employees who are laid off under this Article.
- 14.5 Subject to Article 15.1, new employees will not be hired until those employees who have been laid off have been given an opportunity of recall.
- 14.6 Grievances concerning lay-offs and recalls will be initiated at Step 2 of the grievance procedure.
- 14.7 For purposes of lay-off and recall, seniority will operate on a Job Category basis and will include the length of continuous service in the bargaining unit including service

prior to the date of certification. For the purposes of this Article there will be two (2) Job Categories of bargaining unit employees within the following classifications within each respective Job Category:

<u>JOB CATEGORY 1</u>	<u>JOB CATEGORY 2</u>
Housing Support Coordinator Housing Support Worker	Maintenance Coordinator Senior Maintenance Worker Maintenance Worker Maintenance Assistant

- 14.8 A lay-off will be defined as a reduction in the Permanent workforce of bargaining unit employees. Both parties recognize that job security of an employee will increase in relation to Job Category seniority as provided herein.
- 14.9 a) Subject to the terms of this Agreement, in the event of the lay-off and recall of Permanent full-time or Permanent part-time employees, Job Category seniority will be the governing factor if the remaining employees within the Job Category are qualified, ready, willing and available to assume the positions within the Job Category that are available pursuant to this Agreement. A Permanent employee about to be laid off may only bump another employee in the Job Category who has less Job Category seniority subject to what is provided herein.
- b) In the event of a lay-off, employees will be laid-off in the following order in each Job Category: Probationary employees, Permanent part-time employees, Permanent full-time employees within each of the Job Categories. The most senior employees in a Job Category will be the last laid off and the first recalled provided that they are qualified, ready, willing and available to perform the work of an employee with less Job Category seniority who is being displaced or who is not being recalled. Under no circumstances may any employee within a Job Category bump up into a higher classification within the Job Category or, into another position within the Job Category which would result in the bumping employee receiving a salary increase. Employees within a Job Category may only bump a more junior employee in the employee's own classification or within another classification that is in the employee's Job Category which is equal to or lesser than the bumping employee's own salary and classification at the time of lay-off.
- 14.10 a) The Employer will provide notice of lay-off or payment in lieu of such notice to Permanent full-time and Permanent part-time employees who are to be laid-off for a period in excess of thirteen (13) weeks, as follows:
- i. After Probation but less than one (1) year of seniority, one (1) week's notice;
 - ii. After one (1) year of seniority, two (2) weeks' notice;
 - iii. After three (3) years of seniority, three (3) week's notice;
 - iv. For every completed year of seniority after three (3) years of seniority, an additional week of notice to a maximum of eight (8) weeks' notice.

The Employer will endeavour, where possible, to provide additional written notice of layoff.

- b) The Employer agrees to advise the Union of any layoffs with respect to any bargaining unit employees at least twenty (20) calendar days prior to such employees being notified. The Employer will indicate to the Union at that time, the reason for the layoffs.
- c) In the event that the Employer determines that it is necessary to implement a permanent lay-off of Permanent employees during the term of this Agreement, the Employer will meet with the Union's National Representative to discuss ways in which the detrimental effects of such lay-off can be lessened.

ARTICLE 15: LOSS OF SENIORITY

15.1 An employee shall lose all seniority and the employment of the employee shall be deemed to have been terminated for any of the following reasons:

- a) Voluntary resignation;
- b) An employee is discharged for just cause and is not reinstated under the terms of this Agreement;
- c) An employee engages in gainful employment without authorization while on an approved leave of absence, or utilizes a leave of absence for a purpose other than that for which it was granted;
- d) An employee is laid off for a period exceeding eighteen (18) months;
- e) An employee is absent from work for two (2) or more working days without notifying the Employer, in which case, such employee will be deemed to have quit the employ of the Employer without notice, unless a reasonable explanation is provided to the Employer;
- f) An employee fails to notify the Employer of an intention to return to work within two (2) days of being notified of recall by registered mail or by telephone which call is subsequently confirmed by registered mail, or the employee fails to return to work within five (5) calendar days after being notified of recall by registered mail or by telephone (unless the employee is ill). Registered mail sent to an employee's most recent address on his/her employment file shall be interpreted as proper notice. It is agreed that registered mail sent by the Employer to the employee's last known address will be deemed to have been received by the employee three (3) days after it was sent by the Employer. Notice of recall by telephone may be affected by leaving a message with an adult at the employee's residence. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number; and
- g) An employee fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, unless a reasonable explanation is given by the employee to the Employer.

15.2 No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the bargaining unit.

ARTICLE 16: JOB POSTINGS

- 16.1 In the event that a new bargaining unit position is created, or when a permanent bargaining unit vacancy occurs or when a temporary vacancy in a permanent bargaining unit position is expected to last for more than ninety (90) calendar days, unless the Employer decides that it will not fill a vacancy, or that it intends to postpone the filling of the vacancy, the Employer will post such new positions or permanent vacancies, or temporary vacancies as the case may be, for a period of seven (7) days.
- 16.2
- a) The posting will stipulate the nature of the position, the required qualifications, knowledge, skills, experience, education and training, hours of work and salary, copied to the Unit Chairperson.
 - b) While the Job Posting process is in progress, the Employer may fill vacancies on a temporary basis as it sees fit.
- 16.3 The Employer may initiate a process of securing applications from outside applicants contemporaneously with the internal job posting process which may be utilized by the Employer if the Employer determines that it is unable to fill the bargaining unit vacancy based upon the process set out in Article 16.4 below.
- 16.4
- a) The Employer will first consider applicants who are bargaining unit Permanent employees with seniority.
 - b) Subject to 16.4(c) below, where the qualifications, skills, knowledge and efficiency of such applicants are relatively equal, the applicant with the most seniority will fill the vacancy.
 - c) In matters involving the lateral transfer of an employee into a vacancy within the same classification, the applicant with the most seniority who is ready, willing and able to meet the normal requirements of the job will fill the vacancy.
 - d) The Employer reserves the right to hire from the outside work force when the job posting procedure as set out in the provisions above have been exhausted and no bargaining unit employee has been awarded the position.
- 16.5 A successful applicant will be placed on a trial period for a period of three (3) months. The applicant will become permanent after the trial period unless:
- a) The employee, at any time within the trial period, reasonably determines that he/she is not suitable for the position and wishes to return to his/her former position; or
 - b) The Employer, at any time within the trial period, reasonably determines that the employee is not suitable for the position and requires that he/she return to his/her former position;
 - c) In the event of either (a) or (b) above, the employee will return to his/her former position and salary without loss of seniority. Any other employee promoted, transferred, or hired as a result of the rearrangement of positions will also be returned to his/her former position (or laid off as the case may be), and salary without loss of seniority.

- 16.6 The successful applicant shall be advised in writing of his/her appointment to a position with a copy to the Union.

ARTICLE 17: LABOUR MANAGEMENT COMMITTEE

- 17.1 a) A Labour/Management Committee will be established consisting of three (3) Union representatives who are employees of the Employer and three (3) representatives of the Employer.
- b) The Committee will meet at least once monthly at a mutually agreed upon time and place for the purpose of discussing issues relating to the workplace which affect the parties or bargaining unit employees. A National Representative may attend such meetings as required and the Employer will be advised of such attendance at least two (2) days prior to the date of any scheduled meeting.
- It is agreed that Committee meetings shall not have a duration of more than 1.5 hours unless both Chairpersons agree to extend the meeting.
- 17.2 The Committee shall receive a notice and agenda for the meeting at least five (5) working days in advance of the meeting. Such agendas shall be determined by the Co-chairpersons of the Committee.
- 17.3 The three (3) Union representatives serving on the Committee will be paid at their regular straight time rate of pay while in attendance at such meetings.
- 17.4 The Committee will deal with issues relating to the workplace which affect the parties, or any employees bound by this Agreement, excluding grievances or matters pertaining to negotiations, unless otherwise agreed to by the parties. The Employer will provide the representatives of the Union with copies of new or revised employment related policies.
- 17.5 An Employer Representative and a Union Representative will be designated as Joint Chairpersons of such meetings and will chair meetings on an alternating basis.
- 17.6 The parties will alternate in providing a secretary at Committee meetings. Draft minutes will be prepared and provided to the Union and Employer representatives within seven (7) days following the conclusion of the meeting. Approval of the minutes of the last meeting will be a standing agenda item. Approved minutes will be made available in each work location.
- 17.7 The Committee will be able to make recommendations and suggestions to the Union and to the Employer with respect to the discussion in Committee meetings.

ARTICLE 18: HOURS OF WORK

- 18.1 It is understood that this Article is intended only to provide the basis of a work week for bargaining unit employees but shall not be interpreted as a guarantee of normal hours of work per day, or normal hours of work per week, or normal days of work per week, nor is it a guarantee of any employee's working schedule(s).

- 18.2 The normal daily hours for Permanent full-time employees will be seven (7) hours per day, Monday through Friday, exclusive of a one (1) hour unpaid lunch break, which break will be taken at a time approved by the Employer in a manner that is consistent with the current practice. Permanent full-time employees will normally work thirty-five (35) hours each week exclusive of unpaid meal periods, within a forty (40) hour week.
- 18.3 An employee will be allowed two (2) paid rest periods of fifteen (15) minutes each at times approved by his/her Manager, in respect of each completed full shift.
- 18.4 It is agreed that actual starting and quitting times may be adjusted by the Employer from time to time. In the event that such times are changed by the Employer, or if changes are requested by the Union, they will first be discussed at the Labour/Management Committee.
- 18.5 Work Schedules
- a) The scheduling of hours of work and the establishment of schedules will be prepared by the Employer, and will be posted in accordance with Article 18 of this Agreement.
 - b) The Employer will post its work schedules as soon as reasonably possible and in this regard, it will endeavour to post the schedule by the Monday in the week preceding the week in which employees are actually scheduled to work.
 - c) Requests for changes in posted work schedules must be submitted in writing and are subject to the approval of the Employer. Such requests will not be unreasonably denied by the Employer having due regard for its operations.
 - d) Any employee who is unable to report for work for any reason, shall give their Manager a minimum of eight (8) hours notice unless it is not reasonably possible to do so because of illness, injury or emergency, in which case the employee will provide as much notice as reasonably possible.
 - e) If an employee has not reported for work and has not contacted their Manager with an explanation for being absent from work within fifteen (15) minutes of the employee's scheduled reporting time, such employee will be considered absent and the Employer may proceed to arrange for a replacement for such employee for the entire shift without any further obligation to the employee who has failed to report, unless there were reasonable circumstances and a reasonable explanation for the employee failing to report.

ARTICLE 19: OVERTIME

- 19.1 Any employee who actually performs authorized work in excess of thirty-five (35) hours weekly (not including meal breaks) but less than forty-four (44) hours weekly (exclusive of meal breaks) will be compensated by receiving time off on a straight time basis in respect of such excess hours.
- 19.2 Authorized hours actually worked by an employee (except in the Maintenance classification as referred to in Article 19.3 below) in excess of forty-four (44) hours weekly will be compensated by the employee receiving compensatory time off at the

rate of 1 ½ hours for each hour actually worked in excess of forty-four (44) hours in a week.

- 19.3 Maintenance employees will be paid at the rate of time and one-half of their regular rate of pay for authorized overtime work that is performed by the Maintenance employee in excess of eighty-eight (88) hours bi-weekly. The Employer and the Union agree to average the hours of work of a Maintenance employee on a bi-weekly basis in this regard.
- 19.4 Compensatory time off for bargaining unit employees may only be accumulated to a maximum of eighteen (18) hours, and such time will be taken by no later than the end of the second calendar month following the month in which it is earned, failing which such time off will be scheduled by the Employer.

It is the parties' intention that bargaining unit employees will not lose compensatory time that they have earned pursuant to the Collective Agreement, and it will be the Employer's responsibility to ensure that compensatory time is scheduled in accordance with the Collective Agreement or, as otherwise mutually agreed to in writing.

- 19.5 It is understood that there will be no pyramiding of overtime premiums, compensatory time or any other benefits under this Agreement.

19.6 Call Back

If an employee is called back to work after working his/her regular shift, the employee will receive a minimum of three (3) hours pay at their regular straight time hourly rate for work performed during the call-back which will include travel time. The three (3) hour minimum will not apply if the extra time worked commences within less than three (3) hours before the start of the employee's scheduled shift.

19.7 Stand-By For Maintenance Employees

- a) Effective January 1, 2025, a Maintenance employee who is required by the Employer to carry a cell phone (which shall be provided by the Employer) and to be on stand-by for work on a day on which such employee was regularly scheduled, will be paid an amount of thirty (\$30.00) for that day for being on stand-by. Effective January 1, 2025, the amount will be forty (\$40.00) if the Maintenance employee is required by the Employer to be on stand-by and carry a cell phone on the Maintenance employee's non-scheduled workday.
- b) It is understood and agreed that stand-by time does not count as time worked for the purposes of calculating overtime or compensatory time eligibility or for the purposes of the hours of work provisions of this Agreement.
- c) The requirement to be on standby and to respond to cell phone calls shall be rotated amongst all eligible maintenance employees as determined by the Employer. It is understood that certain maintenance employees cannot be included in any rotation by the Employer as per the current practice and while having due regard to such employees' duties and responsibilities and other operational limitations.
- d) If a Maintenance employee is actually called out to perform work after completing his/her regularly scheduled shift, such employee will be compensated in accordance with the provisions of this collective agreement.

ARTICLE 20: LEAVES OF ABSENCE

20.1 General Leave of Absence

- a) When practicable, the Employer shall have the discretion to grant a leave of absence without pay for legitimate reasons, provided only, that the Employer receives at least three (3) weeks' advance notice in writing (except in cases of emergency) and provided that such leave may be arranged without undue inconvenience and disruption to the normal operations and services provided by the Employer and such discretion shall not be unreasonably exercised. Employees, when applying, must indicate the reason for the leave of absence, the date of departure and the date of return. The Employer will reply to the request in writing.
- b) No employee will accumulate seniority, vacation allowance, be paid for holidays, nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of absence subject to Article 23.7, but seniority and other accumulated credits established at the point of leave will be reinstated upon the employee's return to work.

20.2 Paid Leave of Absence

It is understood that employees who are on approved leaves of absence with pay from the Employer, shall retain and accumulate seniority, and shall be eligible for benefits as provided in this Agreement.

20.3 Union Leave of Absence

Leave of absence for Union business shall be granted without pay for up to an aggregate maximum for all employees, of thirty (30) days during each calendar year of this Agreement, provided that such leave will not unreasonably interfere with the Employer's operations. The granting of such leave will be subject to the following conditions:

- a) Not more than one (1) employee from each work location to a maximum of three (3) employees will be absent at any time;
- b) A written request from the Union must be made to the Employer at least two (2) weeks prior to the date of the Union's function;
- c) The request will state the general nature of the function to be attended, the name of the employee for whom the request is being made, and the date(s) of the function;
- d) The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wages and benefits paid to, or in respect of, the employee who is granted the leave and such reimbursement will be made in due course and within a reasonable timeframe following the date upon which the Employer advised the Union of the cost of such wages and benefits.
- e) In the event that the President of Local 3798 is elected from amongst the Bargaining Unit employees of Ecuhome, the Employer will agree to grant an additional twenty (20) days (in addition to Article 20.3 above, without pay, so that the aggregate during the term of this Agreement, provided that such leave will not unreasonably interfere with the Employer's operations.

20.4 Pregnancy and Parental Leave

Whenever the word "parent" is used in this section of the Agreement in relation to pregnancy leave or parental leave, "parent" is deemed to include a person with whom a child is placed for adoption and a person who is in a permanent relationship with a parent of a child and who intends to treat the child as his or her own.

Pregnancy Leave - Agree to refer to the Pregnancy and Parental leave provisions of the Employment Standards Act.

- a) A pregnant employee who started employment with the Employer at least thirteen (13) weeks before the expected date of birth of a child is entitled to a leave of absence without pay.
- b) An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected date of birth.
- c) An employee must give the Employer at least two (2) weeks' written notice of the date the leave is to begin and a certificate from a physician stating the expected birth date.
- d) Parental Leave
An employee who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a parental leave of absence without pay following the birth of the child, or the coming of the child into the custody, care and control of a parent for the first time, as the case may be.
- e) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- f) The parental leave of an employee who takes a pregnancy leave (the mother of the child), must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- g) An employee must give the Employer at least two weeks' written notice of the date of the commencement of parental leave.
- h) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice of the date of return.
- i) During pregnancy leave or parental leave, an employee may continue to participate in each type of benefit plan that is provided by the Employer under this Agreement unless he/she elects in writing not to do so.
- j) During pregnancy leave or parental leave, the Employer will continue to make the Employer's contributions for any benefits referred to in this Agreement unless the employee notifies the Employer in writing that the employee does not intend to pay any applicable employee's contributions as required by this Agreement.
- k) Seniority will continue to accrue during pregnancy leave or parental leave.
- l) Notwithstanding any other provision of this Article, the Employment Standards Act as amended from time to time, applies in every respect to Pregnancy leave and Parental leave.

20.5 Bereavement Leave

- a) When a death occurs in the immediate family of a Permanent employee who has successfully completed probation, such employee shall be granted bereavement leave of absence for up to five (5) working days. Upon completion of probation, any employee who was otherwise entitled to the leave and took the leave but did not receive paid bereavement leave will be paid in accordance with the following terms.
- b) If one (1) or more of the five (5) working days would have been the Permanent employee's regularly scheduled workday(s), such employee will only be paid his/her regular pay for hours during the leave which he/she otherwise would have worked but for the leave. The Employer may grant additional bereavement leave time off without pay when requested by such an employee.
- c) "Immediate family" shall be defined as father, mother, spouse, (where the spouse or partner, and the employee have cohabited for twelve (12) continuous months or more and the employee publicly represents such person as his/her spouse or same sex partner), child, brother, sister, grandparent, spouse's parent.
- d) A Permanent employee who has completed probation will be eligible for bereavement leave of two (2) calendar days on the same applicable conditions for payment eligibility as set out above in the event of the death of a Permanent employee's sister-in-law, brother-in-law, aunt or uncle.
- e) Additional bereavement leave time off without pay may be granted upon request. Such request will not be unreasonably denied.
- f) In the event that an employee must travel in excess of one hundred (100) kilometres from his/her place of residence in order to attend the funeral of a family member referred to herein, to five (5) extra days leave without pay, may be granted to such employee if required, in order to attend the funeral.

20.6 Education Leave

- a) Permanent full-time employees with four (4) years' seniority or more will be eligible to take a one (1) year education leave without pay and without benefits provided that the Employer can reasonably continue to properly operate and staff, the organization with the remaining employees. Any seniority that has been accumulated as at the date of the commencement of the leave will be retained for one (1) year, but seniority will not accumulate during the leave and the employee's seniority will be adjusted on the seniority list, to reflect the leave of absence.
- b) A permanent full-time employee who wishes to request an education leave shall do so in writing and will set out the commencement date of the leave together with the date of return.
- c) Upon return from an education leave, the employee will be placed in a position that is comparable to that which he/she held prior to the commencement of the education leave. The Union will not file a grievance in relation to the lay-off of any employee who was hired to replace the employee on leave and who is then laid-off after the return to work by the employee who was on the leave.

20.7 Jury Duty Leave

- a) The Employer will grant a leave of absence to an employee who serves as a juror in any court. The Employer will pay such an employee the difference between

his/her regular earnings and the payment received for jury services. This will be affected by the employee signing over his/her jury fees to the Employer, and the Employer will continue his/her regular wage payments. The employee shall notify the Employer immediately after selection for jury duty and of the dates he/she is to serve on jury duty. The employee will come to work during those regularly scheduled hours that he/she is not required to attend at court where possible and reasonable to do so. The employee will provide the Employer with a signed document from the clerk of the court stating the days and times that the employee was in attendance.

- b) This leave will apply to an employee who is subpoenaed to attend court in a matter which directly relates to his/her employment with the Employer. It is also understood that this leave is only intended to compensate an employee so that the employee does not lose pay for regularly scheduled hours of work which the employee otherwise would have worked but for his/her attendance in court. The Employer will pay such an employee the difference between his/her regular earnings and the payment received from the subpoena. This will be affected by the employee signing over his/her subpoena fee to the Employer, and the Employer will continue his/her regular wage payments.

20.8 Full-time Union Leave

An employee who has at least one year of seniority who is elected or selected for a full-time position with the Union, will be granted a leave of absence without pay and without benefits for a period of up to one (1) year. The employee's seniority will continue to accumulate during the leave of absence.

The employee must advise the Executive Director in writing of the date of the commencement of the leave as well as the expected return date within the said one (1) year period, where reasonably possible at least sixty (60) days in advance of the commencement date.

In the event that the employee wishes to seek an extension of the leave of absence, the employee may request an extension in writing to the Executive Director where reasonably possible at least sixty (60) days in advance, and must indicate at the time of the request, the expected duration of the extended leave. The granting of the request for an extension will not be unreasonably withheld.

The employee's wages and benefits will be continued by the Employer and the Union will reimburse the Employer for all such wage and benefits paid to, or in respect of, the employee who is granted the leave.

ARTICLE 21: PAYMENT OF WAGES AND ALLOWANCES

- 21.1 The Employer shall pay salaries for all hours that are actually worked by an employee (unless otherwise indicated in this Agreement) bi-weekly in accordance with Schedule "A" attached hereto, and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions.

An employee who is promoted to a higher rated classification within the bargaining unit will be placed at the start rate of the higher rated classification. The employee's salary anniversary date will change to the date of promotion.

- 21.2 The Employer shall provide a tool allowance of one hundred and eighty dollars (\$180.00) in respect of each completed six (6) months of employment (or a pro-rated amount if applicable) less statutory deductions required by law, to employees who are in the Maintenance classification and who have purchased tools in the prior six (6) month period. A receipt confirming this purchase must be provided to the Employer. Authorized leaves of absence from work that do not exceed thirty (30) workdays will count as time worked for the purposes of the six (6) month qualification referred to herein.
- 21.3 Maintenance employees will ensure that they have the necessary tools available to perform the work that is required of them from time to time and in this regard, it is understood that such tools are those that have been required in the past.
- 21.4 Safety Boots
The Employer will make a contribution towards the purchase of CSA approved safety boots, for those employees who are required by the Employer to wear safety boots and who have completed probation. The amount of the contribution will be no more than a cumulative amount of \$350.00 which may be used during the term of the collective agreement. It is understood that any payments that have already been paid to employees on account of the boot allowance will be applied towards the cumulative amount. It is understood that it is a condition of reimbursement to the employee, that the employee provide the Employer with acceptable proof of purchase of the boots in the form of a written receipt prior to the Employer making the payment to the employee.
- 21.5 Automobile
Employees who are employed in the Maintenance classification and who are required by the Employer to use their own automobile for the Employer's business, will be paid a flat rate of five hundred and twenty-five dollars (\$525.00) per month of completed service subject to statutory deductions required by law. This allowance will only be paid in respect of a month in which the said employee has worked the entire month otherwise the rate will be pro-rated. Time off for vacations only will be counted as time worked for the purposes of this Article.
- a) The Employer will only pay for parking tickets that are received by employees in the course of performing their duties, for parking infractions that could not have been reasonably avoided. It is understood that the Employer will determine whether or not the infraction was unavoidable. If the Employer finds that a parking ticket could have been avoided by the employee while acting reasonably, the employee will be responsible for paying the cost of the parking ticket.
- 21.6 Each employee who is employed in a classification other than the Maintenance classification and, who is required by the Employer to use his/her automobile in the course of performing his/her duties and responsibilities, will be entitled to receive a travel allowance as approved by the Employer, as follows: seventy cents (70¢) per kilometre effective 1st January, 2025.
- 21.7 When transportation is required, the employer (other than Maintenance), may, with the approval of the Employer use his/her own automobile at the above travel rate.

Employees who are required by the Employer to travel on the T.T.C. while on the Employer's business, will be provided with T.T.C. tokens.

21.8 Professional Development

The Employer recognizes that professional development of its employees is of benefit to both employees and the Employer. The Employer will therefore consider opportunities that become available for professional development that are of benefit and will consider employee requests to participate in such programs from time to time. It is understood that employees will not suffer any loss of wages, benefits, or seniority.

21.9 Cell Phone Reimbursement

In the first full calendar month immediately following ratification (March 21, 2025), the Employer will pay to employees who are employed in the Housing Support Coordinator and the Housing Support Workers classifications an amount of one hundred dollars (\$100.00) per collective agreement year, which payment is a contribution towards the cost of having and using a cell phone in the course of their employment. It is understood that all employees will only receive the payment on the condition that they have and carry an operating cell phone at all times while performing their duties and responsibilities for the Employer. ~~Effective immediately following ratification.~~

ARTICLE 22: PENSION PLAN

22.1 The Employer agrees to continue to provide the existing Pension Plan, in respect of Permanent full-time employees (and new Permanent full-time employees who are on probation), on the same terms as they have previously been in effect prior to the date of ratification.

22.2 Eligible employees shall contribute an amount that is equal to at least five percent (5%) of their salary to the Plan and the Employer shall contribute an amount that is equal to five percent (5%) of the employee's salary. The employee's contribution will be made by way of payroll deduction. Employees will be governed by the terms and conditions of the Plan.

22.3 All disputes that any employee may have in relation to the Plan will be resolved in accordance with the procedures that are specified and prescribed by the Plan.

ARTICLE 23: BENEFITS

23.1 Full-time employees who have not completed their probationary period, Permanent part-time employees, and Contract employees will not be entitled to any of the benefits set out herein.

23.2 The Employer will continue to provide the current benefits that are currently being provided to Permanent full-time employees in respect of such Permanent full-time employees.

23.3 The Employer will continue to provide the following benefits to Permanent full-time employees which benefits are currently in effect, unless changes are made to the

benefits for any reason during the term of this Agreement in which case the amended applicable benefits will apply to Permanent full-time employees:

- 23.4
- a) The Employer will pay one hundred percent (100%) of the premium rates of the Group Life Insurance plan of \$20,000.00 and an Accidental Death and Dismemberment plan of \$20,000.00, both of which are currently in effect. Employees over the age of sixty-five (65) will not be insured. Dependant Life Insurance will be provided for dependants of Permanent full-time employees in accordance with the current terms provided to Permanent full-time employees.
 - b) The Employer will continue to pay one hundred percent (100%) of the premium rate of the group Extended Health Care plan, which is currently in effect, which plan is subject to the terms of the current policy.
 - c) The Employer will continue to pay one hundred percent (100%) of the premium rate of the group Dental plan, which is currently in effect, which plan is subject to the terms of the current policy.
 - d) The Employer will continue to pay one hundred percent (100%) of the premium rate of the group Vision Care plan, which is currently in effect, which plan is subject to the terms of the current policy.
 - i. The parties hereto acknowledge and agree that the current LTD Plan that is currently in effect will continue to be provided during the term of the Collective Agreement.
 - ii. It is understood that the current LTD plan has required and continues to require mandatory participation by all Permanent employees of the Employer who have completed probation. It is understood that employees who were not previously enrolled in the LTD plan must be included in the new LTD plan.
 - iii. It is hereby agreed that the cost of the premium for the current LTD plan will be equally divided between employees and the Employer so that each will be responsible for fifty percent (50%) of the premium cost of the current LTD plan.
 - iv. The parties hereby acknowledge and agree that the LTD premiums have been properly deducted and paid in respect of the employees up and including the date of ratification of this Collective Agreement.
- 23.5 Any coverage provided pursuant to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies as the case may be or, the carrier's contract with the Employer. It shall be the responsibility of the employee to resolve any disputes concerning benefits directly with the insurance carrier.
- 23.6 It is understood that the Employer may at any time substitute another carrier for any plan that applies to the Permanent full-time employees.
- 23.7 An employee who is on a leave of absence that is not paid for by the Employer, or who is on a lay-off, will only be eligible to participate in the benefits referred to in this Article to the end of the calendar month immediately following the calendar month in which such leave of absence or lay-off was implemented or commenced as the case may be.

It is understood that employees who are on an approved unpaid leave of absence and who retain seniority with the Employer may, subject to the Insurance Carrier's approval and the Carrier's policies, continue to remain on the Employer's group benefits provided only that the employee(s) pays the full cost of the premiums of all of the benefits while on such leave of absence. It is understood that during the leave of absence, the employee(s) must make payment of the premiums to the Employer in the calendar month in advance of which such benefit becomes due and payable to the Insurance Carrier.

It is also understood that it may be possible for such employee to elect on one (1) occasion only, to take a combination of such benefits as permitted by the Employer's insurance benefits provider from time to time [by way of example, EHC and vision as one [1] package and dental alone as a second (2nd) option].

- a) Employees who are on an unpaid leave of absence or on a lay-off will be permitted to use unused earned vacation time in order to extend the period during which they are receiving benefits. In that case, the benefits will be provided until the end of the calendar month immediately following the calendar month in which the vacation credits were exhausted by the employee.

ARTICLE 24: PAID HOLIDAYS

- 24.1 a) Employees who have been employed for three (3) months or more shall receive the following paid holidays: New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day, Boxing Day.
- b) Permanent full-time employees will be eligible for two (2) non-statutory holidays. The float days will be taken at a time during the year that is mutually agreed upon between the Employer and the employee. Failing agreement, the Employer may schedule the float holiday while having due regard for its operation, and the desires of the employee.
- c) It is understood and agreed that should the provincial government of Ontario or the Government of Canada legislate an additional paid holiday that is not mentioned in any one (1) of the thirteen (13) holidays set out above, then the Employer and the Union will mutually agree to substitute for this day, one (1) of the two (2) present unlegislated fixed holidays referred above.
- 24.2 Except as otherwise provided in this Agreement, employees are entitled to and shall be granted a holiday with pay on each of the holidays referred to in Article 24.1 (a) above falling within the period of their employment.
- 24.3 When an employee is required to work and works on a statutory holiday, the Employer will apply the provisions of the Employment Standards Act of Ontario.
- 24.4 No employee shall be entitled to be paid for a holiday on which the employee does not work and when the employee has not worked and earned wages for at least twelve (12) days during the twenty-eight (28) calendar days immediately preceding the holiday.
- 24.5 No employee is entitled to be paid for a holiday on which the employee did not report for work after having agreed to work unless a satisfactory reason is provided to the

Employer and the employee gives the advance notice that the employee is required to give that they will not be reporting to work in accordance with this Agreement.

- 24.6 In order to qualify for paid holiday pay, a Permanent employee must work his/her full scheduled shift immediately preceding and immediately following all paid holidays, unless absent due to an authorized leave of absence in accordance with the applicable provisions of this Agreement.
- 24.7 Holiday pay will be that amount which is equal to an average of the wages that the employee would have otherwise earned in the twelve (12) of the twenty-eight (28) days immediately preceding the holiday.
- 24.8 In the event that a holiday falls during an employee's vacation period, the Employer shall have the option to give the eligible employee an extra day off with pay, either at the beginning or at the end of the vacation or one day's pay based on the employee's regular rate of pay for that day.
- 24.9 There shall be no pyramiding of premium pay or premium compensatory time for overtime worked and hours worked on a holiday.
- 24.10 When any employee is required to work on any one of the paid holidays, the hours the employee works on the holiday will not be taken into consideration in calculating any overtime pay or compensatory time off to which the employee may be entitled for the period in respect of which the holiday occurs.

ARTICLE 25: VACATIONS

25.1 Vacation Entitlement

- a) For the purposes of calculating eligibility, the vacation year will be the period from January 1st to December 31st. The amount of vacation to which a Permanent employee will be entitled during any calendar year will be determined by the number of years of continuous service (or calendar months of service for employees with less than one year of service, as the case may be) completed by the employee as of January 1st in the year in which vacation is to be taken (also referred to herein as "the January 1st cut-off date").
- b) Permanent full-time employees will be entitled to vacations with pay in accordance with the following schedule:
- i. For employees with less than one (1) year of continuous service as of the January 1st cut-off date, 1.25 days of paid vacation for each full completed calendar month of service up to a maximum of fifteen (15) days;
 - ii. For employees with one (1) year of continuous service but less than three (3) years of continuous service as of the January 1st cut-off date, three (3) calendar weeks of paid vacation;
 - iii. For employees with three (3) years of continuous service but less than eight (8) years of continuous service as of the January 1st cut-off date, four (4) calendar weeks of paid vacation;
 - iv. For employees with eight (8) years of continuous service as of the January 1st cut-off date, five (5) calendar weeks of paid vacation; and

- v. For employees with twenty (20) years of continuous service as of the January 1st cut-off date, six (6) calendar weeks of paid vacation.
- c) Permanent part-time employees will accrue vacation on a pro-rata basis by comparing the hours they regularly work each week in relation to a thirty-five (35) hour work week that is normally worked by a Permanent full-time employee.
- d) Contract employees will receive vacation and vacation pay in accordance with the *Employment Standards Act of Ontario*. "Continuous service" does not include time employed as a contract employee.
- e) No vacation time may be taken during the probationary period. Following the completion of the probationary period, no vacation time may be taken before it is actually earned.
- f) An employee's paid vacation entitlement will be proportionately reduced for any absences in respect of which the Employer does not pay the employee, and which absences exceed thirty (30) cumulative days during the immediately preceding year prior to the January 1st cut-off date.

25.2 Vacation Scheduling

- a) Requests for vacation will be made in writing to the employee's Manager at least two (2) months prior to the desired vacation period. Requests will be responded to in a timely manner, but in no event earlier than two (2) months prior to the desired vacation period.
- b) Notwithstanding (a) above, requests for summer vacations (June 1 to August 31) and Christmas (December 15 to January 15) must be submitted in any given year by March 1 and September 15, respectively. Requests will be responded to in writing within two (2) weeks of the March 1 or September 15, as applicable.
- c) The time of vacation for each employee in each year will be mutually agreed upon between the employee and the Employer, having due regard for the coverage required by the Employer and the proper and efficient care of the operations. Employee requests will not be unreasonably denied.
- d) If the parties are unable to mutually agree upon vacation time, the Employer will determine when the vacation period will be.
- e) If there is a dispute over a respective vacation date between employees, seniority of an employee will be the governing factor, if the senior employee's request was submitted in accordance with this Agreement.
- f) Permanent employees who are entitled to more than three (3) weeks' of vacation will be entitled to a maximum unbroken period of three (3) weeks' vacation at any one time unless otherwise exempted with the permission of the Employer having due regard for its operations.
- g) Vacations are not normally cumulative from one year to the next and must normally be taken in the year after they are earned. An employee may request a carry-over of up to two (2) weeks of earned vacation. Such requests shall not be unreasonably denied.
- h) The Employer will determine the number of employees that can be on vacation at any one time.
- i) The Employer may allow additional vacation pending operational requirements.

- 25.3 A Permanent employee whose employment terminates at any time in the vacation year prior to using his/her earned vacation will be entitled to a proportionate payment of his/her vacation entitlement that was earned as of the January 1st cut-off date. An employee may, upon giving at least five (5) working days' advance written notice, receive on the last workday preceding the commencement of his/her annual vacation, any pay cheques which may fall during the period of the employee's vacation.
- 25.4 The Employer will continue its current practice of allowing newly hired employees who commence their employment (and who have completed probation as per Article 25.1(e) to take earned vacation time off up to a maximum of five days during their first year of employment notwithstanding the January cut off date referred in Article 25.1 above. The amount of vacation pay that such employee will receive during this vacation time off will be equal to the amount of earned vacation time off but will be no greater than five days of earned vacation during the first year of employment.

ARTICLE 26: SICK LEAVE

- 26.1 Paid sick leave is for the sole and only purpose of protecting a Permanent full-time employee against loss of income when legitimately ill or injured and for which compensation is not payable under the *Workplace Safety Insurance Act*.
- 26.2 a) Permanent full-time employees will accumulate sick leave credits at the rate of 1.5 working days per calendar month of actual active employment to a maximum of ninety (90) days. Time off for vacations only will be counted as actual active employment for the purposes of this Article.
- b) The Employer will allow contract employees who have been continuously and actively employed for ninety (90) days during a contract term, to accumulate sick leave credits on the basis of one-half (1/2) day for each completed month of service to a maximum of six (6) days per year on a non-accumulating basis, as set out in Article 26.7 below.
- 26.3 A Permanent employee who has a personal appointment with his/her physician or dentist, which could not be scheduled during non-working hours may be entitled to use up to three (3) days of accumulated leave per calendar year (i.e. twenty-one [21] hours) for this purpose and the time used will be deducted from the employee's sick leave bank.
- 26.4 Employees must notify their Manager at least twelve (12) hours in advance of their reporting back to work after an absence due to illness or injury. Failure to do so may result in the employee being prevented from returning to work for an additional shift without pay.
- 26.5 After the conclusion of each calendar year, the Employer will advise Permanent employees in writing, of the amount of sick leave accrued.
- 26.6 Permanent part-time and Contract part-time employees will accumulate sick leave credits on a pro-rata basis by comparing the hours they work in a month in relation to a Permanent full-time employee's monthly hours of work of one hundred fifty-two (152) hours.

26.7 Sick Leave for Contract Employees

- a) Paid sick leave is for the sole and only purpose of protecting a Contract employee against loss of income when legitimately ill, or injured and for which compensation is not payable under Workplace Safety and Insurance Act.
- b) Contract employees who have been continuously employed on a full-time basis, for a period of ninety (90) consecutive days following the commencement of their employment as a contract employee pursuant to a contract with the Employer, will accumulate sick leave credits at the rate of one-half (1/2) of a working day in respect of each completed calendar month of employment actually worked by such employee to a maximum of six (6) days per calendar year on a non-accumulating basis, during the term of this Agreement.
- c) Contract employees who have been continuously employed on a part-time basis for a period of ninety (90) consecutive days following the commencement of their employment as a contract employee will accumulate sick leave credits on a pro-rata basis by comparing the hours that they work in a month in relation to a full-time Contract employee's hours of work of one hundred and fifty-two (152) hours.

26.8 The Employer agrees that it will allow Permanent Full Time Employees who take an emergency leave in accordance with the Employment Standards Act to use a total of three (3) days from their accumulated sick leave credits per calendar year for the purpose of receiving payment for no more than three (3) days per year in respect of any emergency leave as that term is defined in the Employment Standards Act.

ARTICLE 27: JOB CLASSIFICATIONS

- 27.1
- a) If a new bargaining unit classification is established by the Employer that is not covered by the Collective Agreement, or the job content of an existing classification is significantly and substantially changed, the Union shall be provided with a copy of the job description. The Employer will determine the rate of pay for such new or such changed classification (as described above) and the Union will be notified of same. If the Union challenges the rate, it will have the right to request a meeting with the Employer in order to negotiate a mutually agreed upon rate for the new or such changed classification (as described above). The Union's request to negotiate the said rate will be made within fourteen (14) calendar days after receipt of notice from the Employer. The parties will meet within ten (10) calendar days of receipt by the Employer of the Union's request. If no request for a meeting has been made by the Union as set out above, the new classification and rate of pay will become part of the Collective Agreement.
 - b) If the parties meet and are unable to agree on the rate of pay for the new Classification, the matter may be referred to arbitration for final resolution.
 - c) It is specifically agreed that the Board of Arbitration will have no authority to alter or modify the existing rates and classifications in this Agreement, and that the Board will only have the authority to determine the new rate for the new classification based on the evidence of the parties.

ARTICLE 28: WORKERS' COMPENSATION

28.1 The Employer will comply with the Workplace Safety and Insurance Act as amended from time to time.

ARTICLE 29: RESTRUCTURING

29.1 The Employer will endeavour to provide the Union with as much notice as possible of any decision which is made to restructure the workplace which will directly impact upon bargaining unit employees. In this regard, the Employer will advise the Union of the nature of the proposed change, the anticipated date of the change, the anticipated impact that such change will directly have on bargaining unit employees, and the number of employees likely affected.

ARTICLE 30: HEALTH AND SAFETY

30.1 The Employer and the Union will mutually co-operate to maintain a safe workplace and to attend to the elimination of any conditions which are a hazard to the health and safety of employees. The parties agree to comply with the *Occupational Health & Safety Act*.

30.2 The Health and Safety Committee will meet every other year commencing with the year 2003 to discuss the "Personal Safety" policies.

ARTICLE 31: CONTRACT EMPLOYEES

- 31.1
- a) It is understood that the Employer may engage the services of Contract employees from time to time. Contract employees are employees who are hired for a predetermined term of employment or to work on a specific task or on a special project.
 - b) Contract employees are bargaining unit employees but will not be subject to Articles 14, 15, 22, 23, 26 of the Collective Agreement, or to all other articles in the Agreement which specifically exclude Contract employees.
 - c) A Contract employee will not accrue seniority while employed on a contract but will be required to successfully complete the probationary period as a condition of continued employment pursuant to the said contract.
 - d) If a Contract employee is subsequently hired as a Permanent employee, the employee will be given credit for the time worked while on contract for the purposes of seniority after becoming a Permanent employee.
 - e) The parties agree that the duration of anyone (1) Contract Employee's contract will be no more than eighteen (18) months and that there must be a hiatus period of at least six (6) months between contracts for any Contract Employee.
 - f) It is understood that the Employer will not hire Contract employees, which directly causes the lay-off of a Permanent employee.

ARTICLE 32: PERSONNEL FILES

- 32.1 An employee shall, upon giving two (2) days advance notice to the Executive Director, have access to and be allowed to review his/her personnel file in the presence of a member of management. Such review will take place on the employee's own time and at a time that is mutually agreed upon with the Executive Director (or designate). It is understood that such files shall be securely stored and are of a confidential nature. Upon written request, an employee will be entitled to copies of any documentation in his/her personnel file.

ARTICLE 33: GENERAL CONDITIONS

- 33.1 The Employer agrees that notices concerning Union activities may be posted on a bulletin board provided by the Employer. All Union notices must be signed by proper officials of the Local Union and submitted to the Employer for approval before being posted and such approval will not be unreasonably withheld. The Union agrees that it shall not distribute pamphlets or other publications on the premises of the Employer without the Employer's approval. No change shall be made in any such notice either by the Employer or by the Union after it has received approval by the Employer.
- 33.2 The Employer will have the right to require the production of a physician's medical report at its own expense from an employee who is ill or injured, or from an employee who has been absent from work for a period of three (3) working days or more, or from an employee who wishes to return to work following an illness or injury. In those instances where a pattern of absenteeism has developed, the Employer may request a medical certificate at its own expense in respect of any future absences.
- 33.3 In no event shall there be any pyramiding of any benefits or payments under this Agreement.
- 33.4 A disciplinary notice that is given to an employee shall be removed from the employee's file after eighteen (18) months from the date that it was issued, provided that the employee has not been disciplined in any way for any reason during the said eighteen (18) month period.
- 33.5 All employees who are hired must be bondable as a condition of continued employment.
- 33.6 All employees must successfully satisfy any and all provincial, federal or municipal statutory requirements that may be prescribed from time to time for employees of the Employer, as a condition of employment and as a condition of continued employment.
- 33.7 The Union and the Employer agree that they will enter into such agreements and execute all necessary documentation (i.e. Consents and agreements) that is required under the amended *Employment Standards Act* in order for the Employer to obtain such approvals and such consents from the Employment Standards Branch of the Ministry of Labour as may be necessary for the Employer to schedule employees to work more than forty-eight (48) hours in a week, and in order to obtain any necessary averaging permits under the *Employment Standards Act* to the extent that such averaging permits are required to average hours of work worked by employees in the Maintenance Worker, Maintenance Assistant and Maintenance Coordinator classifications as set out in this Collective Agreement.

ARTICLE 34: INTERPRETATION

- 34.1 Where the masculine or feminine pronoun is used in this Agreement, it shall mean and include the opposite pronoun where the context so appears. Where the singular is used it may also be deemed to mean the plural within the appropriate context.
- 34.2 The terms "regular pay", "straight time pay", and "regular rate of pay" will mean the salaries that are referred to in Schedule "A" or the appropriate payment which is based upon such salaries where the context of the Article so requires.
- 34.3 "Permanent employee" shall mean an employee who has successfully completed the probation period and who is not a "Contract Employee".
- 34.4 "Permanent full-time employee" shall mean an employee who has successfully completed the probation period and who is scheduled to work more than twenty-four (24) hours each week on a regular and recurring basis. Such employee is not a Contract employee as defined herein.
- 34.5 "Permanent part-time employee" shall mean an employee who has successfully completed the probation period and who is scheduled to work twenty-four (24) hours or less each week on a regular and recurring basis. Such employee is not a Contract employee as defined herein.
- 34.6 "Contract employee" shall mean an employee who has been hired for an agreed upon term of employment or to work on a specific task or on a special project. A Contract employee's employment will be deemed to be terminated at the end of his or her term of employment.

ARTICLE 35: DURATION

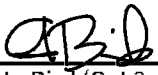
- 35.1 This Agreement shall be in effect from the date of ratification and shall remain in effect up to and including December 31, 2026 and shall continue to be in effect from year to year thereafter, unless either party gives to the other party notice in writing not more than ninety (90) days' prior to the date of termination, that it desires amendments.
- 35.2 This Agreement may be amended by mutual consent of the parties, in writing. Supplementary agreements, if any, will be in writing and will be signed by both parties.

ARTICLE 36: COPIES OF THIS AGREEMENT

- 36.1 The Union and the Employer desire the bargaining unit employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer and the Union shall share the cost of reproducing this Agreement for the Employer's employees.

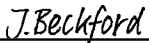
DATED at Toronto this 2nd day of October, 2025


ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)


D. Pottinger (Oct 3, 2025 04:22:20 EDT)

SCHEDULE "A" - SALARIES

Employees will receive step increments on their anniversary date.

Retroactivity will be applied to all current members in the Employ of the Employer for the retroactive wage period within 30 days of the ratifications of this agreement.

Employees will receive step increments on their anniversary date. All employees who are employed on the date of ratification of this Collective Agreement will be paid a lump sum amount of one thousand dollars (\$1,000.00), less statutory deductions. It is understood and agreed that this amount will not be added to the employees' base wage rate and that these payments this payment will be made in the form of a lump sum payment within 30 days of the ratification of this agreement.

2024 (3%)	Classification	Start	1 Year	2 Years	3 Years
	Housing Support Coordinator	\$56,397.34	\$56,936.76	\$58,314.86	\$60,155.16
	Tenancy Support Coordinator	\$56,397.34	\$56,936.76	\$58,314.86	\$60,155.16
	Housing Support Worker	\$50,817.94	\$52,345.83	\$52,737.87	\$53,741.89
	Maintenance Coordinator	\$56,397.34	\$56,936.76	\$58,314.86	\$60,155.16
	Maintenance Worker	\$41,289.17	\$42,254.61	\$42,978.71	\$43,945.32
	Maintenance Assistant	\$36,459.61	\$37,183.70	\$38,029.63	\$39,357.12
	Senior Maintenance Worker	\$44,830.75	\$45,716.14	\$46,601.53	\$47,486.91
2025 (3%)	Classification	Start	1 Year	2 Years	3 Years
	Housing Support Coordinator	\$58,089.26	\$58,644.87	\$60,064.31	\$61,959.81
	Tenancy Support Coordinator	\$58,089.26	\$58,644.87	\$60,064.31	\$61,959.81
	Housing Support Worker	\$52,342.48	\$53,916.20	\$54,320.01	\$55,354.15
	Maintenance Coordinator	\$58,089.26	\$58,644.87	\$60,064.31	\$61,959.81
	Maintenance Worker	\$42,527.84	\$43,522.25	\$44,268.07	\$45,263.68
	Maintenance Assistant	\$37,553.40	\$38,299.21	\$39,170.52	\$40,537.83
	Senior Maintenance Worker	\$46,175.67	\$47,087.62	\$47,999.57	\$48,911.52
2026 (2%)	Classification	Start	1 Year	2 Years	3 Years
	Housing Support Coordinator	\$59,251.04	\$59,817.76	\$61,265.59	\$63,199.01
	Tenancy Support Coordinator	\$59,251.04	\$59,817.76	\$61,265.59	\$63,199.01
	Housing Support Worker	\$53,389.33	\$54,994.53	\$55,406.41	\$56,461.23
	Maintenance Coordinator	\$59,251.04	\$59,817.76	\$61,265.59	\$63,199.01
	Maintenance Worker	\$43,378.40	\$44,392.70	\$45,153.43	\$46,168.96
	Maintenance Assistant	\$38,304.47	\$39,065.19	\$39,953.93	\$41,348.59
	Senior Maintenance Worker	\$47,099.19	\$48,029.37	\$48,959.56	\$49,889.75

LETTER OF UNDERSTANDING #1

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

Re: Parking Spaces

It is understood that the Employer will provide a parking space at the Employer's premises where possible, for employees who are required by the Employer to use their automobile for the Employer's operations.

DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION




Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



DPottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #2

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and

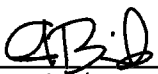
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

Re: Benefits

1. The parties agree to constitute a Joint Benefits Advisory Committee (the "Committee") which will be comprised of two (2) members of Management and two (2) representatives from the bargaining unit. The Committee will meet at a mutually agreed upon time, to discuss matters which are of mutual concern to the parties in relation to the current benefits which are currently being offered to bargaining unit employees.
2. In the event that the Employer amends the benefits that are currently provided to bargaining unit employees so that there is a reduction in such benefits, the Committee will meet to discuss ways and means of dealing with such a reduction. If the Committee cannot reach a consensus as to how the reduction in benefits should be dealt with, the issue may be referred to a Board of Arbitration for final resolution. In determining how the issue should be resolved (if the issue arises during the term of the Collective Agreement) the Board will not release an award which results in any increases to employees' compensation or, in additional costs to the Employer.

DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #3

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

Re: Maintenance Employees' Overtime

The parties hereby agree to an averaging of hours arrangement for maintenance employees. The hours of work of a maintenance employee will be averaged bi-weekly for the purposes of calculating overtime entitlement pursuant to the Employment Standards Act. The parties will jointly take any and all steps that are necessary in order to acquire any and all permits from the Employment Standards Branch in order to give effect to this arrangement.

DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #4

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and

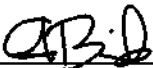
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

Re: Premises

The parties acknowledge that for the purposes of the Collective Agreement, when the word "premises" is referred to, it will include the Employer's homes and all of its offices and resource centres in any of the churches in which the Employer carries on its business.


DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION




Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 09:22:01 EDT)

LETTER OF UNDERSTANDING #5

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

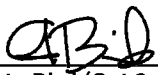
and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

With respect to Step 2 of the Grievance Procedure referred to in the Collective Agreement the parties will endeavour to advise each other of their intention to have counsel present at a Step 2 grievance meeting, two days in advance of such meeting, if possible.


DATED at Toronto this 2nd day of October, 2025


ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)


D. Pottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #6

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

Re: Assignment to Position Having a Lower Salary Rate


It is understood that if a Permanent employee is assigned to another lower paying classification for non-disciplinary reasons and the transfer is for the benefit of the Permanent employee to transfer or to be transferred (i.e., when the employee is exercising bumping rights in the event of a lay-off or, when the employee applies for a lower paying position that is vacant and posted), the Permanent employee will be paid the applicable rate of pay that is in effect for such lower classification.

If a Permanent employee is reassigned to his/her previous classification by the Employer before the completion of any trial period relating to a job transfer or, following a successful application to a job posting, such employee will revert back to his/her previous classification and to the previous corresponding rate of pay that applied to such employee, before the transfer occurred.

Except as otherwise indicated above or in the Collective Agreement, a Permanent employee who is employed as at the date of ratification and who is assigned by the Employer to a classification paying a lower rate, in accordance with the provisions of the Collective Agreement, during the term of the Collective Agreement will not have his/her current rate of pay reduced.


DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #7

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798
(hereinafter referred to as "the Union")

Re: Lay-off

The Employer confirms its advice to the Union during negotiations that it has no plans as at the date of ratification of the Collective Agreement to implement any lay-offs in the bargaining unit.

DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION




Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #8

Between

ECUHOME CORPORATION
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798

Re: **Benefits for Employees Over Age Sixty-Five (65)**

While it is acknowledged by the parties that employees who are sixty-five (65) years of age or more are not and have not been entitled to participate in those benefits that are referred to in Article 23 of the Collective Agreement, the parties agree that during the term of the renewal Collective Agreement, such employees will be eligible to participate in the Group Extended Health Care Plan, the Group Dental Plan, and the Group Vision Plan benefits only, provided that such employee pays the full cost of his/her premiums for each of these benefits. For greater clarity, it is understood and agreed that an employee who is sixty-five (65) years of age or more will not be entitled to participate in any group benefit other than those benefits referred to herein.


It is also understood that it may be possible for an employee who is sixty-five (65) years of age or more, to make a one-time election in writing, to participate in a combination of such benefits as set out above and as permitted or made available by the Employer's Group Insurance Benefits carrier. By way of example, Extended Health Care and the Vision Plan benefit may be made available to the employee as one combined package of benefits that the employee may elect to participate in as a package, while the Dental Benefit may constitute another package on its own that the employee may elect to participate in.

Any benefit coverage(s), and/or available combination(s) of benefits for employees who are sixty-five (65) years or more, will continue to be subject to the terms and conditions of the policy or policies as the case may be, of the respective insurance carrier and/or the carrier's contract with the **Employer**.

Effective January 1, 2025, such employees will be eligible to participate in benefits (except for LTD) provided that such employees pay 50% of the full cost of his/her premiums for each of those benefits with all benefits continuing to be subject to the terms and conditions of coverage under each of the respective benefit(s) policies.

DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J.Beckford (Oct 2, 2025 10:43:19 EDT)



DPottinger (Oct 3, 2025 07:22:20 EDT)


LETTER OF UNDERSTANDING #9

Between
ECUHOME CORPORATION
(hereinafter referred to as "the Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798

The parties hereto agree that the provisions of the Collective Agreement provide a greater right or benefit than the provisions in the Employment Standards Act ("the Act") with respect to leaves of absence including without limitation, the personal emergency leave days ("PEL") days or any other statutory leaves that are referred to in the Act. As such, it is acknowledged that the paid or unpaid PEL days or any other statutory leave days that are referred to in the Act are included in but not in addition to, the sick days and the emergency leave days (that can be used out of the sick leave Bank) that are referred to in the Collective Agreement.


DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 07:22:20 EDT)

LETTER OF UNDERSTANDING #10

Between
ECUHOME CORPORATION
(hereinafter referred to as "the Employer")
and
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3798


This will confirm the understanding of the parties during the term of the Collective Agreement, which expires Dec **31, 2026** with respect to the following matters.

In the event that the LHIN/Ministry of Health and Long Term Care Community and Social Services (MOHLTC) ("the Ministries") provides the Employer with additional funding for wages and/or benefits following the date of ratification, which additional funding is specifically targeted funding for employee wages and/or benefits for the fiscal years **2024/2026**, the Union and Employer shall meet to negotiate the method of allocation of such targeted funding to wages and/or benefits.

The Employer shall provide the Union with full disclosure regarding any and all targeted funding that is designated by the Ministries for employee wages and benefits.

DATED at Toronto this 2nd day of October, 2025

ECUHOME CORPORATION



Kate Bird (Oct 2, 2025 09:45:27 EDT)

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3798**



J. Beckford (Oct 2, 2025 10:43:19 EDT)



D. Pottinger (Oct 3, 2025 07:22:20 EDT)

