

# **COLLECTIVE AGREEMENT**

Between:

**SEXUAL ABUSE CENTRE  
THUNDER BAY**

And

**CANADIAN UNION OF PUBLIC  
EMPLOYEES and its LOCAL 87**

**Term of Agreement: April 1, 2019 to March 31, 2022**

**KD/COPE/491**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 The general purpose of this agreement is to:

- 1) Establish and maintain relations between the Employer and the Union;
- 2) Establish and maintain collective bargaining relations between the Employer and its employees covered by this agreement;
- 3) Provide a prompt and orderly method of settling complaints or grievances which might arise hereunder;
- 4) Establish and maintain just working conditions, benefits, hours and wages for all employees who are subject to the provisions of this agreement;
- 5) Encourage efficiency in operations, and to recognize the obligation of the Employer to provide efficient service to the public;
- 6) Promote the morale, well-being and security of all employees in the bargaining unit of the Union.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees, and its Local 87 as the sole and exclusive bargaining agent for all of its employees, save and except the Executive Director, and the Assistant to the Executive Director.

### **2.02 Work of the Bargaining Unit**

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are normally performed by employees covered by this agreement, except for the purposes of instruction, or in emergencies when regular employees are not available.

Nothing in this section derogates from the right of the Executive Director to provide counselling, court advocacy, crisis intervention, or volunteer training services in accordance with past practice, from time to time, provided however, that this work shall not result in the layoff of a member of the union.

2.03 No Other Agreements

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

2.04 Right of Fair Representation

The Local Union shall have the right to have the assistance of the CUPE National Representative when dealing with, or negotiating with the employer. Such representative(s) shall, at a reasonable time, have access to the Employer's premises, as is necessary for the administration of the agreement, upon obtaining advance permission for such access from the Employer.

**ARTICLE 3 - NO DISCRIMINATION**

3.01 The Employer, its servants and agents, agree that there shall be no discrimination, interference or coercion exercised or practised with respect to any employee in the matter of hiring, assigning wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or any other action by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital status, place of residence, handicap or a disability, or for the reason of her membership or activity in the Union.

3.02 No Harassment

The parties also agree that no employee, whether within the bargaining unit or otherwise, shall, in any manner, be harassed, either sexually or personally by the Employer or agent of the Employer, the union, or an agent of the union, or by any other employee because of race, ancestry, place of origin, citizenship, creed, sexual orientation, age, record of offences, marital status, family status, or handicap.

Harassment shall be defined to encompass a persistent pattern of vexatious comment or conduct, known to be unwelcome.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges and agrees that it is the right of the Employer to manage the operation, and to direct the operations, to maintain order, discipline and efficiency, to hire, suspend, discharge, lay-off, recall, direct, assign, schedule, classify, transfer, promote, demote, and discipline employees, provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance in the manner and to the extent provided by the grievance procedure in this agreement.
- 4.02 The Union further recognizes the right of the Employer to determine the kind of business conducted by the Employer, the allocation and the number of employees required from time to time, and the standard of performance and professional conduct for all employees and any other matters concerning the operation of the Employer, including the establishment and alteration of reasonable rules and regulations to be observed by employees with reasonable notice of such alterations in the policies that affect employees in the bargaining unit.
- 4.03 It is understood and agreed that these rights shall not be exercised in a manner that is inconsistent with the provisions of this Agreement.

#### **ARTICLE 5 - LABOUR/MANAGEMENT COMMITTEE**

- 5.01 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.
- 5.02 The parties agree that a joint consultation committee composed of up to two (2) representatives from the Union and up to two (2) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest.
- 5.03 The committee shall meet every two (2) months, or more frequently, with the consent of the parties. No meeting shall be scheduled so as to require the payment of overtime to the employee representatives. Time spent by members of the Labour/Management Committee in meetings shall be considered as time worked, and paid at straight time hourly wage equivalent.
- 5.04 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add to or modify the terms of this Agreement.

**5.05 Correspondence**

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director and the Recording Secretary of the Union, with a copy to the CUPE National Representative.

**ARTICLE 6 - LABOUR/MANAGEMENT BARGAINING RELATIONS**

**6.01 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee.

**6.02 Meeting of Committee**

If either party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place that is mutually agreeable to both parties.

**6.03 Time Off for Collective Bargaining**

No employee who is a member of the Union's Bargaining Committee shall be denied time off for the purpose of direct negotiations. No member of the Union shall suffer a loss of regular salary or wages as a result of time spent in direct negotiations. Compensation by lieu time, if any, for meetings outside regular working hours shall be determined by mutual consent of the Employer and the employees involved.

**6.04 No Strikes/No Lockouts**

The Union agrees that there shall be no strikes, and that neither the Union nor any of its officers or officials nor any employee shall take part or call or encourage any strike, or suspension of work against the Employer, nor shall the Employer or any of its officers or officials engage in or encourage any lockout of employees, during the life of this Agreement.

**ARTICLE 7 - UNION SECURITY**

**7.01** All employees covered by this agreement, as a condition of employment, must become and remain a member in good standing of the Union according to the Constitution and By-Laws of the Union. It is understood that the Employer shall not be required to discharge, discipline, or otherwise adversely affect the employment

rights or status of an employee because she has been disciplined, expelled, or suspended by the Union, or is no longer a member in good standing of the Union.

## **ARTICLE 8 - DEDUCTION OF UNION DUES**

### **8.01 Deduction of Dues**

As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union. The same will be remitted monthly to the National Secretary-Treasurer of the Canadian Union of Public Employees in Ottawa accompanied by a list of the names, addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during the month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

8.02 In consideration of the deducting of union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.

### **8.03 Dues Received**

At the same time that income tax T-4 slips are made available, the Employer shall type on the amount of Union Dues paid by each employee in the Bargaining Unit in the previous year.

## **ARTICLE 9 - RESOLUTIONS AND REPORTS OF THE BOARD OF DIRECTORS**

9.01 The Board, when it deems it appropriate, will solicit input from the union on matters of policy, wages, and working conditions, and any other matters deemed appropriate by the Board.

## **ARTICLE 10 - NEW EMPLOYEES**

10.01 A newly hired employee shall be informed in writing whether her position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local union steward.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of sixty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

10.02 The Employer shall make sufficient copies of the Collective Agreement available within the office to ensure that all employees have access to the Collective Agreement.

10.03 Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, contract), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.

## **ARTICLE 11 - UNION STEWARDS & GRIEVANCE COMMITTEE**

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights of the Union to appoint Stewards, together with alternate Stewards.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward, and the name of the chief steward, before the Employer shall be required to recognize her.

11.03 Grievance Committee

The stewards selected shall constitute the Grievance Committee.

11.04 Permission to Leave Work

The Union acknowledges that the Steward members of the Grievance Committee will continue to perform their regular duties on behalf of the Employer and that such persons will not leave the regular duties without first arranging for time off with their supervisor. Such employees shall not suffer any loss of pay for time spent during regular working hours in meetings with the Employer under the grievance procedure.

### 11.05 Work Site Access

The representative designated by the Union will be given access to work sites to meet with the employees covered by this Collective Agreement during their meal or coffee breaks.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### 12.01 Definition of a Grievance

A grievance shall be defined as any difference arising between the Employer and an employee or group of employees as to the interpretation, application, administration or alleged violation of the Collective Agreement.

12.02 Should a dispute arise between the Employer and an employee, an earnest effort shall be made to settle the dispute fairly and promptly; it being understood that the employee must first discuss the matter with her immediate supervisor. If upon completion of the said discussion the matter is not resolved, it may be grieved in the following manner:

#### Step 1

The aggrieved employee(s) will submit the grievance to her steward. If the employee Steward is absent, she may submit her grievance to the Chief Steward and/or another member of the Grievance Committee.

#### Step 2

If the Steward and/or the Grievance Committee considers the grievance to be justified, she will first seek to settle the dispute with the employee's Supervisor, within ten (10) working days of the facts being given.

#### Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under step 2, the Chief Steward will submit to the Executive Director, or in her absence, the Personnel Committee of the Board, a written statement of the particulars of the grievance, including the sections of the collective agreement alleged to have been violated, and the redress sought. The Executive Director, the Personnel Committee, or the Union may request a meeting which shall be held within ten (10) working days after such request. The Executive Director, or in her absence the Personnel Committee of the Board, shall render the decision within ten

(10) working days following the presentation of the grievance.

Step 4

Failing settlement being reached at Step 3, the Grievance Committee shall within five (5) working days of receiving the response, submit the written grievance to the Board of Directors requesting a meeting be held to hear the grievance. The Board shall hear the grievance within ten (10) working days, and shall give their decision within ten (10) working days after the hearing date.

Step 5

Failing satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.

**12.03 Union Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, steps 1, 2, and 3 of this article may be by-passed. However, if a grievance is filed by an individual or group of individuals on the same issue as the Union files a Union Policy Grievance, then all the grievances shall be processed through the four steps of the grievance procedure together.

**12.04 Replies in Writing**

Replies to grievances stating reasons shall be in writing commencing at Step 3.

**12.05 Time Limits**

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance. Time limits shall be computed by excluding Saturdays, Sundays, Statutory Holidays, and employees' regular days off.

**12.06 Extending the Time Limits**

The time limits fixed in both a grievance and an arbitration procedure may be extended by consent of the parties to this agreement in writing.

**12.07** At each step of the grievance procedure from Step 2 onwards, the grievor shall have the right to be present.

**12.08** The parties commit themselves to making best efforts to resolve grievances without

the necessity of going to arbitration, and for that purpose, will reasonably co-operate in any settlement discussions.

#### 12.09 Mediation

At the request of either Management or Union and by mutual consent, the parties may agree to use the services of a mediator any time during the grievance procedure. If the use of a mediator is agreed to the parties shall extend timelines to allow for the mediation process. The parties agree to share the costs of the mediation.

### **ARTICLE 13 - MANAGEMENT GRIEVANCES**

13.01 The Employer may file a written grievance that the Union (including its officers, committee member and members) is in violation of the Collective Agreement and may require a meeting with the Union within five (5) working days from the date of filing the grievance with the Union. Such grievance must be filed within ten (10) working days after the occurrence of the circumstance giving rise to the alleged grievance or within ten (10) working days after the Employer reasonably should have known of the occurrence of the circumstance giving rise to the alleged grievance.

The Union will within five (5) working days after the meeting give a written reply to the grievance to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer, the Employer may refer the grievance to arbitration in accordance with Article 14 of this agreement.

### **ARTICLE 14 – ARBITRATION**

14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Articles 12 and 13 above, and which has not been settled, will be referred to Arbitration within thirty (30) working days after the decision at Step 4, in Article 12, or after the written union reply in Article 13, at the written request of either of the parties hereto. The thirty (30) working days shall be calculated as per clause 12.05, following written receipt of the reply.

#### 14.02 Composition of Board of Arbitration

The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union, and the third person chosen by the other two members of the Board to act as Chairperson. The parties may agree to the appointment of a single Arbitrator.

#### 14.03 Notification of the Name of Appointee

If the parties agree to the appointment of a three member board, within ten (10) working days of the request by either party for a board, each party shall notify the other in writing of the name of its appointee.

#### 14.04 Failure to Appoint Chairperson

Should the person chosen by the Employer to act on the Board, and the person chosen by the Union fail to agree on a third person within seven (7) working days of the notification mentioned in 14.03 above, the Minister of Labour for the province of Ontario will be asked to nominate a person to act as Chairperson.

#### 14.05 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson, or the sole Arbitrator (if applicable), shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration, or the single Arbitrator shall not have the power to change this agreement, or to alter, modify, or amend any of its provisions, or make any decision contrary to the provisions of this agreement. However, the Board shall have the power to modify penalties or dispose of agreements by any arrangement which it deems just and equitable.

#### 14.06 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board, or to the individual Arbitrator, to reconvene the Board to clarify the decision.

#### 14.07 Expenses of the Board

Each party shall pay:

- 1) The fees and expenses of the Board member it appoints;
- 2) One half of the fees and expenses of the Chairperson, or the sole Arbitrator.

#### 14.08 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

#### 14.09 Witnesses

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses.

All reasonable arrangements will be made to permit the conferring parties or the Arbitration Board (if appointed) 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.

#### 14.10 Sole Arbitrator

If the Employer and the Union agree that a sole Arbitrator should be appointed, the parties shall communicate within five (5) working days thereafter to select the arbitrator.

### **ARTICLE 15 - DISCHARGE, SUSPENSION OR DISCIPLINE**

#### 15.01 Discharge or Suspension

A claim by an employee that she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director at Step 3 of the grievance procedure within ten (10) working days after the Union has received notification. Such special grievance may be settled by:

- a) confirming the management's action; or
- b) reinstating the employee with full compensation for lost time; or
- c) any other arrangement which is just and equitable in the opinion of the conferring parties, or the Board of Arbitration.

#### 15.02 Warnings

Whenever the Employer finds it necessary to warn an employee in a manner indicating that discipline or dismissal may follow any further infraction or may follow

if such employee fails to bring her work up to a required standard by a given date, the Employer shall, within ten (10) working days after the incident, give written particulars to the employee with a copy to the Secretary of the Union.

An employee shall be accompanied by a Union Steward at an interview with the Employer involving discipline or discharge.

#### **15.03 Access to Personnel Files**

An employee shall have the right, at any time upon reasonable notice, to have access to and review her personnel file and shall have the right to respond in writing to any comment contained in her file. Such response shall become part of the permanent record.

#### **15.04 Adverse Report**

At the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the records/files of the employee two (2) years following the receipt of such a letter, suspension or other sanction provided that the employee's records/files have been clear of similar offences for the past twenty-four (24) months.

### **ARTICLE 16 - DEFINITION OF SENIORITY**

#### **16.01**

- i. Seniority as referred to in this Agreement for Regular Full Time employee shall mean length of continuous service in the employ of the Employer or its predecessors.
- ii. Seniority for Crisis Workers shall accumulate on the basis of weeks worked for the Employer, and shall include probationary period. One (1) year of seniority shall equal fifty-two (52) weeks of work.
- iii. Seniority for regular part-time and temporary employees shall be based on actual hours worked, and shall include probationary period. One (1) year of seniority shall equal 1820 hours.
- iv. Overtime hours shall not be used in calculating seniority.

#### **16.02 Seniority Lists**

- i. Upon signing of this Agreement and annually thereafter the Employer shall

post and furnish the Union with a Seniority list for full-time employees, a second seniority list for part-time and temporary employees and a third seniority list for Crisis Workers.

- ii. Employees with seniority accumulated on the part-time/temporary or crisis worker seniority list shall not be able to use their seniority to bump employees on the full time seniority list.
- iii. Upon acquiring a full time position an employee's seniority on the full time list shall be back dated by the number of hours worked, or full weeks worked as part-time or temporary employees or crisis workers.
- iv. Where two (2) or more employees commenced work in the same day, preference shall be given to the employee with the earliest date of application for employment.
- v. No objection may be taken by the Union or by any employee, unless notice of objection is given to the Employer within one (1) month after the posting of the seniority lists in which the item appeared.

#### 16.03 Probation for Newly Hired Employees

Each newly hired employee shall be on probation until she has completed nine (9) months of continuous service with the Employer. During the probationary period, the employee may be terminated if deemed to be unsuitable in the opinion of the Employer. The probation period may be extended at the discretion of the Employer for a period of up to three (3) additional months with notification provided to the Union and the employee. Any further extensions may be at the request of either party upon the mutual consent of the parties. After completion of the probationary period, seniority shall be effective from the date of last hire.

#### 16.04 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated when:

- a) an employee quits and does not rescind within 24 hours, or is discharged and the discharge is not reversed through Grievance Procedure;
- b) an employee fails to report to work at the termination of a leave of absence or within one (1) week after being recalled to work, and fails, in either case, to provide satisfactory reason for such failure to report.
- c) an employee is absent from work without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.

- d) an employee utilizes a leave of absence for purposes other than that for which the leave was granted.
- e) an employee is laid off continuously for a period of more than eighteen (18) months. An employee who returns to work within this said eighteen (18) months shall retain the seniority at the time she was laid off, but shall not accumulate additional seniority during the period of lay off.

#### 16.05 Transfer and Security Outside of Bargaining Unit

An employee promoted or transferred to a position outside of the bargaining unit shall retain her seniority held at the time of such promotion or transfer, but will not accumulate any further seniority. She may exercise her seniority rights in the event of her demotion or re-transfer to a position in the bargaining unit at any given time within six (6) months of such promotion or transfer.

### **ARTICLE 17 - PROMOTIONS AND STAFF CHANGES**

#### 17.01 Job Postings

When a new bargaining unit position is created, or when a permanent vacancy occurs, or where a temporary vacancy is expected to last more than ninety (90) days, the Employer shall notify the union, and shall post notice of the position in the Employer's offices and on all bulletin boards for a minimum of seven (7) days.

#### 17.02 Information Postings

Job postings shall contain the following information:

- a) job title, and number of positions vacant
- b) job descriptions
- c) qualifications
- d) hours of work, and where applicable, nature of shifts
- e) wage or salary rate.

#### 17.03 No Outside Advertising

The Employer shall not place an outside advertisement for any vacancy or new position in the bargaining unit until the Employer has processed the applications received from employees in the bargaining unit.

#### 17.04 Role of Seniority in Promotions, Transfer, Demotions

Both parties recognize the principle of promotion within the service of the Employer. Therefore in considering staff changes, transfers, and promotions, both full-time and temporary, preference will be given according to seniority, provided that the applicant meets the required qualifications set forth in the job description, and has the present skill and ability to perform the necessary work of the job after a reasonable period of orientation.

#### 17.05 Trial Period

The successful applicant shall be notified within one week following the end of the posting period. She shall be given a trial period of two (2) months, during which time she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after a period of two months, unless the position is a temporary posting. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.

#### 17.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

#### 17.07 On the Job Training

The Employer shall inaugurate and maintain a system of on-the-job training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, regular employees may be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned.

**17.08 Filling of Vacancies**

The Employer will attempt to fill all vacancies in the Bargaining Unit within ninety (90) days of the effective date of the vacancy.

**17.09 Seminars, Workshops and Training Courses**

An Employee required by the Employer to attend a training course, seminar, or workshop shall be reimbursed at her regular rate of pay for all time spent in the course, seminar, or workshop and for all travel time, up to her standard weekly hours of work. Time required in excess of the standard hours of work shall be compensated pursuant to Article 20.04.

**17.10 Non-Mandatory Seminars, Workshops and Training Courses**

Staff who wish to attend a seminar or workshop not required by the Employer may apply in advance of the course to the Executive Director for reimbursement, for the costs of the course. Upon approval in writing, staff may attend the seminar or workshop during regular hours of operation of the Employer. Attendance at courses outside the regular hours of operation shall be at the cost of the employee. Employees shall be permitted to use lieu time, accumulated as per clause 20.05, to attend.

**17.11 Acting Assignment**

When required by the Employer to act in a Supervisory Role, the Employer will put in writing the date, total hours and a list of duties to be performed as acting Supervisor. The employee shall receive a premium of one dollar (\$1.00) per hour above their regular straight time rate of pay for all hours so assigned.

**ARTICLE 18 - LAYOFFS AND RECALL**

**18.01 Notice of Layoff**

The Employer shall notify employees thirty (30) calendar days prior to a scheduled layoff, provided the employee has completed her probationary period. Employees who have not completed their probationary period shall be notified one (1) week prior to scheduled lay-offs.

**18.02 Role of Seniority in Layoffs**

Both parties recognize that job security should increase in relation to length of

service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and has the present skill and ability to perform the work of the employee with less seniority, with a reasonable period of orientation.

#### 18.03 Recall Procedure

Employees shall be recalled in the order of their seniority, unless the employee does not have the required qualifications and the present skill and ability to fill the vacancy, after a reasonable period of orientation.

#### 18.04 No New Employees

No new employees will be hired until those laid off for up to eighteen (18) months have been given an opportunity of re-employment, provided that the re-called employee has the required qualifications and the present skill and ability to perform the job, after a reasonable period of orientation.

### **ARTICLE 19 - HOURS OF WORK**

#### 19.01 Full-time and Part-time Employees

- a) The normal starting and finishing time for regular full-time employees shall be 9:00 a.m. to 4:30 p.m. Monday to Friday inclusive. The regular hours of work for regular part-time employees shall be between 9:00 a.m. to 4:30 p.m., Monday to Friday inclusive. The employees however acknowledge that special obligations such as Court, or meetings to accommodate clients may reasonably require work outside the normal starting and finishing time.
- b) The standard work day for all regular full-time employees shall be seven (7) hours (exclusive of a one-half (1/2) hour lunch period).
- c) The standard work week for all regular full-time employees shall be thirty-five (35) hours (exclusive of lunch periods).

#### 19.02 Crisis Workers

- a) Crisis Workers shall be required to be on call between 4:30 p.m. to 9:00 a.m., Monday to Friday, inclusive, and on weekends from 9:00 a.m. Saturday to 9:00 a.m., Monday.

- b) The working schedule of Crisis Workers shall be established after consultation with the Crisis Workers. The hours and days of work shall be posted in an appropriate place at least three (3) months in advance. Neither the scheduled hours nor the shifts of the Employees may be changed by the Employer or employees without fifteen (15) days notice to the Employer or the employees involved, except for unforeseen events such as illness or bereavement. Alternating of individual daily shifts between employees shall not be affected by this clause. Employees involved in altering daily shifts between themselves shall notify the Employer immediately, and insure that the answering service is aware of the change, prior to the commencement of the shift.

### **19.03 Flexible Schedules**

It is understood that individual employees who wish to work times which deviate from the starting and finishing times in Clause 19.01 require pre-approval of those times.

## **ARTICLE 20 – OVERTIME**

### **20.01 Overtime Defined**

All time worked in excess of thirty-five (35) hours in any one week shall be considered overtime.

### **20.02 Administration of Overtime**

- a) Overtime shall be kept to a minimum and should not exceed eight (8) hours per week. The number of hours worked in excess in a week shall be submitted in writing to the Executive Director or designate in the last working day of each week. These hours will be compensated for by time off in lieu, which must be taken within four (4) months.
- b) Employees shall obtain pre-approval for all overtime worked, except in exceptional cases where obtaining the pre-approval is not reasonably possible. A request for pre-approved overtime will be hand delivered, in writing, to the Executive Director or her/his designate no less than forty-eight (48) hours prior to the time requested. Best efforts will be made to respond to the request within twenty-four (24) hours.

### 20.03 Distribution of Overtime

The Employer shall endeavour to distribute overtime in an equitable manner amongst those employees who are willing and qualified to perform the available work. No employee shall be required to work overtime against her wishes when other qualified employees normally performing such duties are willing to perform the required work.

### 20.04 Time off in Lieu of Overtime

Instead of cash payment for overtime, employees shall receive time off at the overtime rate of one and one-half (1½) times the hours worked, at a time mutually agreed upon by the Executive Director or her designate. Written requests for time off in lieu of overtime shall be submitted at least five (5) working days before the time requested, and responded to within two (2) working days by the Executive Director or her designate. At the option of the Executive Director, and with the consent of the employee, the Employer may compensate for overtime by payment, instead of time off in lieu of overtime.

### 20.05 Call Back Pay

An employee who is called back to work by the Employer during a period not immediately following her scheduled shift, or not immediately preceding her next scheduled shift, shall receive time off in lieu of overtime, for a minimum of three (3) hours at straight time, or one and one-half (1½) times the hours actually worked, whichever is greater, instead of cash payment for overtime.

### 20.06 Crisis Workers - Call In For Meetings and Workshops

Crisis Workers required to attend meetings seminars or workshops will receive a fifty dollar (\$50.00) flat rate honorarium for attendance.

## **ARTICLE 21 - PAID HOLIDAYS**

### 21.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day

Canada Day  
August Civic Holiday

3 FLOATING DAYS (to be chosen by mutual agreement of the individual employee and her supervisor),

and any other day declared or proclaimed as a holiday by the Federal, Provincial, or Municipal Government.

Boxing Day

One half (1/2) day on Christmas Eve

One half (1/2) day on New Year's Eve

#### 21.02 Pay for Work on Paid Holidays

- a) If a regular full-time or regular part-time employee works on one of the above-named paid holidays, she shall receive pay for the day, plus time off in lieu of bonus or holiday pay, calculated on two times the hours actually worked. The time off in lieu of overtime shall be taken at a time mutually convenient to the Executive Director and the employee.
- b) If a Crisis Worker is on call on one of the above named paid holidays, she shall receive, in addition to her regular pay, one hundred and twenty five dollars (\$125.00) for the day.

21.03 In order to be entitled to payment for a statutory holiday, an employee must have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday, unless an employee is ill, on authorized vacation or authorized leave of absence.

#### 21.04 Compensation for Holidays on Saturday or Sunday

When any of the above-named statutory holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

#### 21.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the above-named statutory holidays fall on an employee's day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the Employer.

#### 21.06 Compensation for Holidays Falling Within the Vacation Schedule

Where one of the above-named statutory holidays falls during an employee's approved vacation period, she shall be allowed an extra day added to the vacation.

## **ARTICLE 22 – VACATIONS**

### **22.01 Length of Vacation**

a) A regular full-time employee or a temporary full-time employee shall receive an annual vacation with pay in accordance with the years of continuous service as follows:

- |   |  |
|---|--|
| After one (1) full year to four (4) full years of continuous service, less than five (5) full years of continuous service | • twenty (20) working days per year      |
| At five (5) full years to nine (9) full years of continuous service   | • twenty-five (25) working days per year |
| After ten (10) full years of continuous service   | • thirty (30) working days per year.     |

### **b) Crisis Workers**

After twelve (12) months of employment crisis workers shall be entitled to vacation pay of four percent (4%) of the total wages for the year in which the vacation is given.

### **c) Part-time employees**

Regular part-time employees will be entitled to paid vacation on a pro-rated basis, after twelve (12) months of employment.

### **22.02 Vacation Pay on Termination**

Employees with less than one (1) year of service shall be paid in accordance with the Employment Standards Act.

22.03 An employee who has completed more than one (1) year of continuous service and who has ceased to be employed shall receive vacation pay on a prorated basis.

22.04 Where an employee is qualified to receive paid sick leave substantiated by a Doctor's certificate, bereavement leave with pay, or any other pre-approved leave with pay during her vacation, there shall be no deduction from vacation credits for such absence. The employee shall forthwith notify the Employer if any need for such leave arises during her vacation. The days of vacation so displaced shall either be added to the vacation (with the consent of the Executive Director), or reinstated for use at a later date.

## **22.05 Overtime Vacation Rate**

Where the Employer requires an employee to return to work during her scheduled vacation period, such employee will be compensated in accordance with the provisions of clause 20.01 and the vacation days thereby lost will be rescheduled to a mutually agreeable time, either at the end of the vacation period from which she was required to return, or at some later mutually agreeable date.

22.06 Vacations shall be taken at a time agreed upon by the employee and her supervisor. In each year, vacation calendars shall be posted by the first working day in January. The employees shall indicate their preference for vacation dates, in order of seniority by March 1st each year. The request for preferred vacation dates is for the period of April 1st, to the following March 31st. No employee shall be entitled to more than three consecutive weeks during the months of June, July, and August, unless no other employee wishes vacation during the same period of time.

The Employer has the right to require that vacations be set to maintain staff levels satisfactory to the Board throughout the year.

Any employee not making her choice by March 1st shall forfeit the right of choice by seniority, and vacation shall be scheduled at the discretion of the Executive Director. Vacations not used by the end of the fiscal year March 31st because of illness or Worker's Compensation may be rescheduled during the following months of April and May at the discretion of management.

The completed vacation schedule shall be posted by March 15th.

## **22.07 Vacation Entitlement**

- 1) An employee will be permitted to carry forward a maximum of five (5) days vacation entitlement to the following year.
- 2) An employee who does not use her earned vacation entitlement in the fiscal year for which it is earned, other than the five (5) days carried forward as provided in (1) above shall lose her vacation entitlement subject to Section 29 of the Employment Standards Act.
- 3) An employee who does not use her earned vacation entitlement (other than the five (5) days that may be carried forward to the following fiscal year pursuant to 22.07 (1) and (2) above) in the fiscal year for which it is earned, due to reasons beyond the employee's control, will advise the Employer in writing by March 1 (where applicable) of such fiscal year of the date that she prefers to take the vacation entitlement in the following fiscal year. The final

decision regarding such vacation request shall be made by the Employer.

## **ARTICLE 23 - SICK LEAVE PLAN**

23.01a) The Employer agrees to provide regular full time employees and regular part-time employees working twenty-six (26) or more hours per week with an insured sick leave plan providing long-term disability coverage, equivalent to that set out in Schedule "B" hereto to be provided by an insurer mutually agreed upon from time to time by the Union and the Employer. Crisis Workers are not eligible for this coverage.

Regular part-time employees working less than thirty (30) hours per week will be provided payment, in lieu of the insurance benefits, in an amount equal to the prorated cost of the insurance if the employee was otherwise covered under the plan.

- b) The Employer will grant regular full time employees fifteen (15) casual sick days on April 1<sup>st</sup> of each year. Unused days may be banked to a maximum of thirty (30) days. Regular part-time employees will be granted prorated casual sick days in accordance with the proportion of weekly hours worked relative to the regular full time work week. For greater clarity, a regular half-time employee will be granted seven and one half casual sick days on April 1<sup>st</sup> of each year, and may bank those sick days to a maximum of 15 days. All employees will be entitled to three (3) Wellness Days to be funded from Sick Leave entitlement.
- c) Temporary full time employees shall be entitled to fifteen (15) casual sick days on April 1<sup>st</sup> of each year, unless the employees contract term is for less than one (1) year. In that case, the casual sick days shall be prorated.

### **23.02 Sick Leave Defined**

Sick leave is the period of time a regular full-time or regular part-time employee is absent from work due to illness or disability, or is under examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

23.03 All bargaining unit members are required to advise promptly, or cause to be advised, their immediate supervisor of their absence from work due to illness, or anticipated extension to the absence.

23.04 Frequent absences for sick leave may be cause for review by the immediate

supervisor with the employee.

#### **23.05 Proof of Illness**

- a) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that she was unable to carry out her duties due to illness.
- b) When the Employer requires an employee to produce a certificate, the Employer shall pay for the cost of the requested certificate(s).

#### **23.06 Illness in the Family**

An employee shall be entitled to use sick time to provide for the needs during an illness of an immediate family member, (parent, child, spouse), or a relative who resides under the same roof as the employee, after reasonable efforts have been made to make alternate arrangements.

### **ARTICLE 24 - LEAVE OF ABSENCE**

24.01 The Employer or her/his designate may grant a leave of absence, without pay, if any employee requests it, in writing, and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Employer. The Employer will respond to leave of absence requests within five (5) working days.

#### **24.02 Compassionate Leave**

- a) If the spouse, parent, child, or a relative residing under the same roof as the employee dies, the employee who attends the funeral of such deceased person will not be required to attend at work during up to seven (7) days from the date of death of such person up to and including the day following the funeral, whether or not they are scheduled days of work for such employee. The Executive Director or her designate may grant additional time off with pay due to extenuating circumstances. The employee will not suffer any loss of pay, benefits or seniority.

If the grandparent, grandchild, legal guardian, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew or ward of an employee dies, the employee who attends the funeral of such deceased person will not be required to attend at work during up to three (3) days from the death of such person up to and including the day following the funeral, whether or not they are scheduled

days of work for such employee. The Executive Director or her designate may grant additional time off with pay due to extenuating circumstances and the employee will not suffer any loss of pay, benefits or seniority.

For the purposes of this entire agreement, spouse includes a married partner, a person in a common-law, gay or lesbian relationship, provided that the spouses have cohabited , for twelve (12) continuous months, or in a relationship of some permanence, having natural or adopted children.

- b) The Employer will grant up to one (1) day leave with pay to attend a funeral except as provided for in article 24.02 (a), provided the employee concerned notifies and obtains the approval of the Employer.

#### **24.03 Leave of Absence for Union Business**

The Centre shall grant up to ten (10) days per year leave of absence with pay for employees elected or appointed to represent the Union at conferences, conventions and Union schools, or for attendance as delegates at the meetings of the National and Ontario Divisions of C.U.P.E., the Canadian Labour Congress, and the Ontario Federation of Labour. The leave is to be granted, provided that such leave with pay shall not interfere with the efficient operation of the department in which the employee works. It is also agreed that the Centre will bill the Union for this time plus administration charges to cover the cost of fringe benefits, and that the Union shall reimburse the Employer for the same.

24.04 Any employee who is elected or selected for a full time position with the Union, or is elected to public office, may be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to one (1) year. Such leave may be renewed each year, on request, during her term of office.

24.05 Any representative of the Union, who is in the employ of the Employer shall while attending meetings with the Employer held within working hours do so without loss of remuneration for all such meetings.

#### **24.06 Jury Duty or Court Witness Leave**

Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings:

- a) shall be granted leave of absence for such purpose, provided that on completion of their jury or witness service, such employee shall present to the Employer a satisfactory certificate showing the period of such services.

- b) shall be paid their full salary or wage for the period of such jury or witness service provided that they shall pay over to the Employer the full amount of the compensation received for such service and obtain an official receipt thereof, it being understood that the full amount does not include monies received on days other than the regularly scheduled work day with the Employer or any monies received for meal allowances.
- c) shall upon being released from jury or witness service in the forenoon of any day, immediately telephone the Employer for instructions respecting their return to work and shall, upon receiving such instructions, comply with the same.

#### **24.07 Education Leave**

The Employer may, in its discretion, grant any leave of absence with or without pay and without loss of seniority where an employee requests leave of absence to upgrade her professional qualifications.

#### **24.08 Pregnancy and Parental Leave**

Leave under this article shall be granted in accordance with the provisions of the Employment Standards Act, 2000.

### **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

#### **25.01 Pay Days**

The Employer shall pay wages on a bi-weekly basis in accordance with Schedule "A" attached hereto and forming part of this agreement. If a paid holiday falls on a regular pay day, the regular pay day may be advanced by one (1) day.

#### **25.02 Pay or Transfer to Higher Classification**

Employees temporarily transferred to a higher classification under Schedule "A" shall receive the higher rate of pay commencing immediately and only while performing the duties of the higher classification.

#### **25.03 Pay on Transfer to Lower Rated Job**

- a) When an employee is, at the direction of the Employer, transferred to a lower rated classification, she shall continue to receive the wage rate of her previous classification.

- b) When an employee at her request and/or to avoid a layoff transfers to a lower rated classification, she shall receive the wage rate of the lower rated classification and will receive credit for increment purposes for the years worked in the previous classification.

#### 25.04 Pay Cheques During Vacation

An employee may, upon giving at least two (2) weeks notice, receive on the second last office day preceding commencement of her annual vacation, any pay cheques which may fall due during the period of vacation.

#### 25.05 Automobile Allowance

Employees using their own vehicles while conducting Centre business shall be reimbursed on a monthly basis at the rate of forty-seven (\$.47) per kilometre for travel within the city limits, and immediate surrounding area. Travel outside the city limits requires the approval of the Executive Director. Rental cars may be provided for out-of-town travel at the option of the Executive Director.

#### 25.06 Taxi Allowance

Employees using taxis for Centre business shall be reimbursed for any charges, upon production of receipts.

### **ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### 26.01 No Elimination of Present Classification Without Prior Consultation

The Employer agrees that there will be no elimination of classifications within the terms of this agreement without prior consultation.

#### 26.02 New Classification Changes in Major Tasks

Any new classifications, deletions, or amendments to major tasks in existing classifications will be the subject of discussion between the parties prior to implementation.

### **ARTICLE 27 - JOB SECURITY**

27.01 Whenever it becomes necessary for the Centre to contract out work regularly performed by the employees covered by this agreement, such contracting out shall

not result in the lay-off of the employees covered by the agreement who are regularly engaged in such work providing the employees are qualified to perform the work, and have the present skill and ability to perform the work, after a reasonable period of orientation.

## **ARTICLE 28 - AUTOMATION AND TECHNOLOGICAL CHANGE**

- a) The Employer shall give six (6) months advance notice of any decision to introduce major changes in equipment or work methods, which may have an adverse effect on personnel requirements.
- b) Permanent employees who may be displaced from their job by virtue of automation or technological change, will be given the opportunity to fill other vacancies according to the provisions set forth in Article 17 relative to seniority and qualifications.
- c) The Employer will undertake to retrain, at its expense, an employee who has been displaced because of automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position within the Centre.

## **ARTICLE 29 - EMPLOYEE BENEFIT PLAN**

### **29.01 Hospital and Medical Benefits**

The Employer agrees to contribute for all regular full time employees and all temporary full-time employees whose contract is for one (1) year or greater, as follows:

To the Mutual Group (or such other carrier chosen by the Employer in consultation with the Union, providing equivalent coverage), in an amount equal to 100% of the billed premiums for the coverage set out in schedule "B" including:

- (i) Life Insurance and Accidental Death and Dismemberment Insurance;
- (ii) Long Term Disability Insurance;
- (iii) Extended Health Insurance (semi-private ward, supplemental health care, drugs, drug card and out of province emergency service);
- (iv) Vision Care - maximum \$250.00 every 24 months
- (v) Dental Insurance as set out in Schedule "B".

## 29.02 Multi Sector Pension Plan

In this Article, the terms used shall have the meanings as described:

a) "Plan" means a retirement vehicle as determined by the Union.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i. the straight time component of hours worked on a holiday;
- ii. holiday pay, for the hours not worked; and
- iii. vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full time and part time employees in the bargaining unit who have completed five hundred (500) hours of service.

"Excluded employees" shall be those employees only working one (1) week in five (5) weeks and will not be included in this Plan.

b) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf each Eligible Employee for each pay period, an amount equal to two percent (2%) of the Applicable Wages to the Plan.

c) The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which contributions are attributable.

d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the

current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

## **ARTICLE 30 - GENERAL CONDITIONS AND DEFINITIONS**

### **30.01 Bulletin Boards**

The Employer will provide a bulletin board which will be available for the posting of notices affecting employees.

### **30.02 Plural or Feminine Terms May Apply**

For the purposes of interpretation of this agreement, the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

### **30.03 Spouse**

Spouse includes a married partner, a person in a common-law, gay, or lesbian relationship, provided that the spouses have cohabited for twelve (12) continuous months or are in a relationship of some permanence, i.e., if they have natural or adopted children.

### **30.04 Regular Full-Time Employee**

"Regular Full-Time Employee" is an employee who works thirty-five (35) hours per week on a regular basis.

### **30.05 Crisis Worker**

"Crisis Worker" is an employee who is on call as a Crisis Worker for a regularly scheduled one week period, upon a rotation determined by the Employer, and based on the number of crisis workers employed.

### **30.06 Temporary Employee or Contract Employee**

"Temporary Employee or Contract Employee" is an employee that has been hired for a specific period of time or for a specific project. Upon completion of the project

or at the end of the time period the employee shall be deemed to be terminated.

30.07 Regular Part-Time Employee

"Regular Part-Time Employee" is an employee who is hired on a regular basis, to work less than twenty-four (24) hours per week.

30.08 Copies of the Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and her rights and obligations under it. For this reason, the parties shall, on a cost shared basis, prepare sufficient copies of the agreement within thirty (30) days of signing.

**ARTICLE 31 – TERMINATION**

31.01 This Agreement shall remain in force from April 1, 2019, to March 31, 2022, and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused their names to be their duly authorized officers and representatives.

DATED AT THUNDER BAY, THIS 19 day July, 2021.

Sexual Abuse Centre  
Thunder Bay

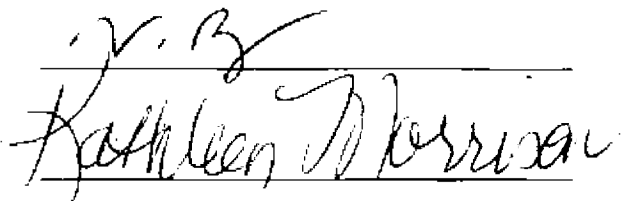
  
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Canadian Union of Public Employees  
and its Local 87

  
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**SCHEDULE "A"**

**EFFECTIVE APRIL 1, 2019 to MARCH 31, 2022**

**Hourly**

Hourly Rate: Total accumulated Pay Equity and Collective Agreement Increases

<b>COUNSELLORS</b>	<b>START</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>
Diploma	\$26.81	\$27.37	\$27.93	\$28.49
BA/SC	\$27.37	\$27.93	\$28.49	\$29.05
HonBA/HBSW	\$29.38	\$29.93	\$30.48	\$31.03
MA	\$29.93	\$30.48	\$31.03	\$31.58

**Hourly**

Proxy Pay Equity Achieved March 31, 2000

<b>CLIENT ADVOCATE *1</b>	<b>START</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>
Diploma	\$19.69	\$20.25	\$20.81	\$21.37
BA/SC	\$20.25	\$20.81	\$21.37	\$21.93
HonBA/HBSW	\$20.81	\$21.37	\$21.93	\$22.49
MA	\$21.37	\$21.93	\$22.49	\$23.05

**\*1 Based on 1 FTE (35 hours per week)**

<b>CRISIS WORKER - \$546.78 flat rate</b>
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2009/2010 1.75% wage increase not reflected in previous collective agreements, have been applied to all Classification and Wage Scales.

**SCHEDULE "A"**

**EFFECTIVE APRIL 1, 2019 to MARCH 31, 2022**

**Annual**

Annual Rate: Total accumulated Pay Equity and Collective Agreement Increases

<b>COUNSELLORS</b>	<b>START</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>
Diploma	\$48,797.27	\$49,814.77	\$50,832.27	\$51,849.77
BA/SC	\$49,815.78	\$50,833.28	\$51,850.78	\$52,868.28
HonBA/HBSW	\$53,481.00	\$54,481.00	\$55,481.00	\$56,481.00
MA	\$54,481.00	\$55,481.00	\$56,481.00	\$57,481.00

**Annual**

**Client Advocate:**

Proxy Pay Equity accumulated increase \$1.77 per hour. Proxy Pay Equity achieved March 31, 2000

<b>CLIENT ADVOCATE *1</b>	<b>START</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>
Diploma	\$35,836	\$36,855	\$37,874	\$38,893
BA/SC	\$36,855	\$37,874	\$38,893	\$39,913
HonBA/HBSW	\$37,874	\$38,893	\$39,913	\$40,932
MA	\$38,893	\$39,913	\$40,932	\$41,951

\*1 Based on 1 FTE (35 hours per week)

<b>CRISIS WORKER - \$546.78 flat rate</b>
---

**\*2 Pay Equity achieved**

	<b>FTE</b>	<b>Annual Wage March 31, 2009</b>	<b>Wage for April 1, 2012 to March 31, 2014</b>
Counsellor #1 (SM)	1	\$55,510 *2	\$56,481.43
Client Advocate #2 (YB)	1	\$48,959 *2	\$50,316.80
Client Advocate (HN)	.75	\$31,222 *2	\$31,768.39

\* 2009/2010 1.75% wage increase not reflected in previous collective agreements, have been applied to all Classification and Wage Scales.

Signing Bonus of \$500.00 to all employees.

## SCHEDULE "B"

Pursuant to Articles 23.01 and 29.01, the Employer has agreed to pay One Hundred Percent (100%) of the billed premiums for insurance coverage for certain employee benefits. The present insurance coverage may be described briefly as follows:

### 1. Life Insurance and Accidental Death and Dismemberment Insurance

Benefit Formula:	1 x earnings
Maximum Benefit:	Basic \$50,000.00 Extended \$200,000.00
Termination of Insurance:	65 <sup>th</sup> Birthday

#### Dependant Life Insurance

Spouse:	\$5,000.00
Each Child:	\$2,500.00
Termination of Insurance:	Member's 65 <sup>th</sup> Birthday

### 2. Long Term Disability Insurance

Benefit Formula:	66 2/3% of earnings
Maximum Monthly Benefit:	\$2,500.00
Basic Reductions:	CPP/QPP Benefits (excluding benefits for dependent children) and Workers' Compensation Benefits.

Disability Particulars:	During the qualifying period and the 24 month period after it, unable to do own job, and after 24 month period, unable to do any job.
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Qualifying Period:	17 weeks
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Benefit Period:	to 65 <sup>th</sup> Birthday
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Termination of Insurance:	65 <sup>th</sup> Birthday
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Schedule "B" (cont'd)

**3. Extended Health Insurance**

<u>Part</u>	<u>Benefits</u>	<u>Deductible</u>		<u>Reimbursement</u>
		<u>Per Person</u>	<u>Per Family Unit</u>	
A	Drug	\$25.00*	\$50.00*	100%
B	Vision: \$250.00**	\$25.00*	\$50.00*	100%
C	Hospital: ward to Semi-private	\$25.00*	\$50.00*	100%
D	Supp. Health Care	\$25.00*	\$50.00*	100%
E	Out-of-Province Emergency	none		100%

\*The deductible applies per calendar year. The deductible applies to the combined eligible expenses of Parts A, B, C, and D. If two or more persons in a family unit are injured in one accident, the deductible that applies to the total eligible expenses that arise from the accident is \$25.00.

\*\*Maximum eligible expenses for eyeglasses/contact lenses every 24 month period. Deductible and reimbursement levels are applied to the maximum eligible expenses which may reduce the amount paid to you.

Other maximums are listed under the appropriate Provision page.  
Termination of Insurance: Member's 65<sup>th</sup> Birthday.

Schedule "B" (cont'd)

**4. Dental Insurance**

<u>Part</u>	<u>Benefits</u>	<u>Deductible per family unit</u>	<u>Reimbursement</u>	<u>Maximum</u>
A	Basic	none	100%	\$1,500.00*

\*The maximum amount payable applies to the eligible expenses incurred in a calendar year under Part A for the member and for each insured dependant.

**Late Entrant Maximum:**

If you or your eligible dependant becomes insured more than 31 days after the date you became eligible for the Dental Insurance Provision, the maximum amount payable for the eligible expenses incurred during the first 12 months of insurance under Part A will be limited to \$250.00 for you and for each insurance dependent.

Termination of Insurance: Member's 65<sup>th</sup> Birthday.

**Dental Fee Guide:**

The applicable fee guide is the one in force for general practitioners on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member.

- 5. Employer is to provide the insurance which is available at commercially reasonable rates only. Employees are subject to the requirement that they are eligible for, and qualify for the insurance coverage.**

For the avoidance of doubt, the Employer's obligation is only to pay insurance premiums for the insurance coverage of the employees. Eligibility for any benefit is determined by the insurer, and is not subject to the grievance process. The Employer undertakes that it will not change the insurance coverage in any material fashion without consultation with the union. The Employer agrees to advise the union of any material change in coverage imposed by the insurer. Should any material change in coverage occur, the parties agree to work together in good faith to try to obtain equivalent coverage at commercially reasonable rates.

**LETTER OF UNDERSTANDING**

Between:

**SEXUAL ABUSE CENTRE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 87**

**RE: MERGERS AND AMALGAMATIONS**

In the event that the Employer should merge, amalgamate, or combine any of its operations or functions with any other agency, the Employer will use its best efforts to ensure retention of all seniority and benefits currently held by its employees with the successor Employer. The Employer will meet with union representatives respecting personnel related issues arising out of any merger, amalgamation, or combination. The decision about any merger, amalgamation, or combination remains that of the Employer.

SIGNED AT THUNDER BAY, ONTARIO THIS 19 DAY OF July, 2021.

Sexual Abuse Centre

Thunder Bay

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Canadian Union of Public Employees

and its Local 87

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*V.B.*  
\_\_\_\_\_  
*Kathleen Morrison*  
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**LETTER OF UNDERSTANDING**

Between:

**SEXUAL ABUSE CENTRE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 87**

**RE: DEDUCTIONS OF UNION DUES**

The parties agree in the event that the employees of Sexual Abuse Centre Thunder Bay merge with a larger CUPE Local, the Employer will continue to deduct dues, however, at the discretion of the Local, direct dues remittance to CUPE National may cease and be sent directly to the merging Local.

In the event dues are submitted directly to the Secretary of the larger Local, Article 8.01 will change to reflect the submission of dues as follows:

The Employer shall deduct from the pay of all employees covered by this collective agreement, all regular dues and assessments levied by the Union. The Employer will supply names, addresses, phone numbers and the amount deducted from each employee. Such remittance shall be made no later than the 15<sup>th</sup> day of the month following the month in which such deductions were made and submitted to the Secretary Treasurer of the Union.

SIGNED AT THUNDER BAY, ONTARIO THIS 19 DAY OF July, 2021

Sexual Abuse Centre

Thunder Bay

[Signature]

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Canadian Union of Public Employees

and its Local 87

[Signature]

[Signature]

Kathleen Morrison