

# **OPTIONS BYTOWN COLLECTIVE AGREEMENT**

**Between:**

**OPTIONS BYTOWN NON PROFIT HOUSING CORPORATION  
(hereinafter called the "Employer")**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4739  
(hereinafter called the "Union")**



**EXPIRING ON MARCH 31, 2025**

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## **ARTICLE 1 – PURPOSE**

### **1.01 Purpose**

- a) The purpose of this Agreement is to establish and maintain harmonious collective bargaining relations between Options Bytown Non Profit Housing Corporation and its employees in order to create mutually satisfactory working conditions, wage rates and to provide procedures for the prompt and equitable disposition of grievances and to contribute to the provision of the best service possible in accordance with the aims and objectives of the Options Bytown Non Profit Housing Corporation.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation and high quality service to clients and members.
- d) To promote the morale, well-being and security of employees as well as the cooperation between Employer and employees.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATIONS**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4739 as the sole and exclusive bargaining agent for all of its employees. save and except the Finance Officer, Maintenance Manager, Executive Director, Manager of Tenant Services, Front Line Supervisors and persons above the rank of Front Line Supervisors.

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

- (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not available, and provided that the performing of these duties, does not reduce the hours of work or pay of any employee.
- (b) The Employer agrees that students and volunteers shall not perform bargaining unit work, unless otherwise mutually agreed upon by both the Employer and the Union.

**2.03 No Other Agreements**

No employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the employer or her/his representatives which may conflict with the terms of this Collective Agreement.

**2.04 Definition of Employment Status**

**Full-time**

Refers to an employee who is regularly scheduled to work forty (40) hours per week.

**Part-time**

Refers to an employee who is regularly scheduled to work thirty (30) hours or less per week.

**Relief**

Refers to an employee who is assigned to work on weekends and public holidays and/or who is assigned to work other shifts as necessary, which includes replacing an employee who is unavailable to work his or her regularly scheduled shift(s).

**Term**

Refers to a person employed for a definite period of time greater than one month to a maximum of twenty-four months.

**ARTICLE 3 – NO DISCRIMINATION, NO HARRASSMENT**

**3.01** The Employer is committed to providing a work environment that is free from harassment and discrimination within the meaning of the *Ontario Human Rights Code* as amended from time to time on the basis of gender, sexual orientation, race, ethnicity, origin, colour, religious affiliation, age, marital status, economic status, health status or disability.

All employees shall also be free from general harassment in the workplace, including abuse of authority, sexual harassment and personal harassment.

**3.02** Harassment and/or discrimination may be the subject of a grievance or disciplinary action imposed by the Employer in conformity with Article 12.

**3.03** There shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any Employer representative with respect to any employee because of his/her membership or activities in the Union or by reason of exercising a right under the terms of the Collective Agreement.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The Union acknowledges that the management of the Employer and the direction of the working forces are vested exclusively with the Employer, except as specifically limited by the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) make, enforce and alter from time to time reasonable rules and regulations and policies to be observed by the employees. Management also reserves the right to amend or abolish such rules, regulations, policies and procedures, or introduce new rules, regulations, policies and procedures as required from time to time and subject to article 28.04 of this Collective Agreement.
- c) hire, transfer, lay-off, recall, promote, demote, classify, assign locations, re-locate, assign duties, discharge, suspend or otherwise discipline employees for just cause;
- d) plan, direct, evaluate, and control the work of the employees and the operations of the Employer; and
- e) to determine in the interest of efficient operation and highest standards of service, classifications, hours of work, scheduling, work assignments, methods of doing the work, procedure, programs and the location of work.

All of the above must be administered in accordance with the Collective Agreement and any applicable legislation.

## **ARTICLE 5 – CHECK-OFF PAYMENTS**

- 5.01** a) The Employer shall deduct from the pay of every member of the bargaining unit dues and/or assessments, as designated by the Union. Deductions made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 20th day of the following month accompanied by a list of employees from whom the deductions have been made. The list will include names, addresses, position title and amount of deduction.
- b) The Employer shall provide on each employee's T-4 slip, the amount of such deductions in the preceding taxation year.
- c) The Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of the application of this Article.

## **ARTICLE 6 – NEW EMPLOYEES**

- 6.01** The Employer agrees to acquaint all new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in article 5 dealing with dues check-off. The employer shall provide a copy of the Collective Agreement at the time of hire.

A representative of the Union shall be given an opportunity to meet with new employees to acquaint the new employees with the role of the Union during regular hours without loss of pay. This meeting may be held for up to forty-five (45) minutes during the orientation period. The Employer and the Union shall set aside a time for this meeting.

- 6.02** Upon the hiring of a new employee, the Employer shall provide her/him with a written confirmation of the terms of her/his employment. The Union shall receive a copy of said letter. These terms shall include but shall not be limited to:

- Start date
- Employment Status
- Hours of work
- Initial location at time of offer
- Classification
- Hourly/Annual rate of pay
- End date (in the case of a "term" employee)
- Start date and number of probationary hours to be completed
- Job description

**6.03 Contact Information**

Upon hire, the Employer will provide to the Union the new employee's name, telephone number, work e-mail and, if available, personal e-mail to the Union contact designated by the Local Executive.

**ARTICLE 7 – CORRESPONDENCE**

**7.01 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Local 4739 or designate.

**7.02 Union Notices**

The Executive of the Union shall enjoy the use of the fax and email to post information about meetings and information to be posted on bulletin boards. The Union shall not use the Employer communication system for other Union matters. The Union can put correspondence in employee mailboxes.

**ARTICLE 8 – LABOUR-MANAGEMENT CO-OPERATION COMMITTEE**

**8.01 Purpose**

The purpose of the Labour Management Committee will be to improve communications between the parties and to provide a forum for the discussion of matters of mutual concern in the interests of improving the Employer's services and of safeguarding the welfare of its employees.

**8.02 Labour Management Co-operation Committee**

A Labour-Management Co-operation Committee shall be established consisting of two (2) representatives from the Union and two (2) representatives from the Employer, with the right to substitute due to illness, leave, or scheduling if necessary. The Committee shall enjoy the support of both parties.

**8.03 Meetings of Committee**

The Committee shall meet when necessary and upon written request. When a meeting is requested by either party, a meeting date shall be set within ten (10) days. The Committee members shall receive a notice and

agenda of the meeting at least five (5) days in advance of the meeting by the party requesting the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

**8.04 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by the party who requested the meeting, and shall be signed by both parties and circulated to all staff as promptly as possible, but not later than fifteen (15) days after the close of the meeting.

**8.05 Jurisdiction of Committee**

The parties agree to meet for the purposes of discussing matters of mutual concern arising out of the working relationship between the Employer and its employees. Such matters may not necessarily be covered specifically by the terms of the Collective Agreement.

It is understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein. The Committee shall only have the power to add, amend, delete or change any part of the Collective Agreement with the agreement and ratification of the members of the bargaining unit, the Employer and CUPE. Any such additions, amendments, deletions or changes shall be in writing and signed by the parties and be deemed to form part of the Collective Agreement.

**ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS**

**9.01 Representation**

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

**9.02 Union Bargaining Committee**

A Union Bargaining Committee shall be appointed and consist of not more than two (2) members of the Canadian Union of Public employees, Local 4739 and a representative of CUPE. The Union will advise the Employer of the Union nominees to the Committee.

**9.03            Function of the Bargaining Committee**

The function of the bargaining committee is to engage in collective bargaining with the employer.

**9.04            Canadian Union of Public Employees Representation**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public employees when dealing or negotiating with the Employer. Upon request and availability, the Representatives shall be assigned a designated meeting space.

**9.05            Meeting of the Bargaining Committee**

In the event either party wishes to call a bargaining meeting following the serving of a notice three (3) months prior to the cessation of the Collective Agreement, such meeting shall be held within thirty (30) days of receiving the request unless mutually agreed otherwise.

**9.06            Time Off for Negotiations**

Any employee who is a representative of the Union on the Bargaining Committee and who attends negotiations, conciliation, mediation or arbitration of a collective agreement during working hours shall do so without loss of salary, wages, benefits or seniority.

A member of the bargaining committee shall not be required to participate in negotiation, and work a full shift within the same twenty-four (24) hour period. Further, if negotiations are held for eight (8) hours or more on a day that the employee is scheduled to work, she/he shall not be required to return to finish their shift and shall be paid for their regular shift.

Employees who are members of the Bargaining Committee shall be paid as follows:

- a)     If a part-time or relief employee is a bargaining committee member and misses an available shift due to negotiations she/he shall be paid for the hours of work he/she was scheduled to work.
  
- b)     If a part-time or relief employee is not scheduled to work and is a part of the bargaining committee she/he shall be paid for the time spent in negotiations.

- c) All time spent in negotiations shall be at the regular rate of pay. A member shall not be entitled to any overtime while in negotiations.

In the event negotiations for which an employee is booked off be cancelled or end prematurely, they shall remain off and their replacement shall complete the shift as scheduled. If the cancellation was initiated by the Union, it shall be responsible for paying the employee. If the cancellation was initiated by the Employer or by mutual consent, it shall be responsible for paying the employee. This article does not apply if the employee is given a minimum of twenty-four (24) hours notice of shift cancellation.

#### **9.07 Technical Information**

For the purposes of collective bargaining, the Employer and the Union shall make available, on the request of the other party, the following information:

1. job descriptions;
2. number of positions in the bargaining unit; and
3. insurance policies or other plans or documents concerning current benefits for all members of the bargaining unit.

The Employer shall consider any other requests for information, documentary or otherwise the Union feels it requires in order to negotiate the Collective Agreement and shall provide such information where, in its discretion, such request(s) are reasonable.

#### **9.08 Education on the Job**

Subject to the prior approval of management and the availability of space, the Employer will allow the Union to sponsor education seminars (workshops) on the Employer's premises during the employee's lunch period or following the regular working day.

### **ARTICLE 10 – GRIEVANCE PROCEDURE**

#### **10.01 Definition of Grievance**

A grievance shall be defined as any dispute between the Employer and any employee(s) or the Union over the implementation, interpretation or any alleged violation of the Collective Agreement and all matters pertaining thereto.

## **10.02 Appointment and Names of Stewards**

The Employer acknowledges the rights of the Union to appoint or otherwise select Stewards from amongst employees who have completed probation. The Steward shall assist the employees in preparing and presenting of their grievances. The names of such Steward(s) shall be given in writing to the Employer before the Employer is required to recognize same.

## **10.03 Permission to Leave Work**

The Union recognizes that each Steward is employed to perform work for the Employer and that the Steward will not leave work during working hours except to perform duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of the Supervisor and such permission shall not be unreasonably withheld. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties under this agreement.

## **10.04 Early Resolution**

As an early resolution of issues is supported by both parties, it is expected that employees will endeavour to meet with the relevant supervisor and attempt to resolve the issues on an informal basis prior to entering the formal grievance process. A Steward may accompany the employee if she/he so desires.

## **10.05 Settling of Grievances**

**Step 1:** The employee(s) concerned, together with his/her Steward shall submit the grievance in writing to his/her Supervisor within fifteen (15) days of the event that gave rise to the matter, or of when the event ought reasonably to have come to the grievor's attention. The written grievance shall state the particulars of the complaint, the clause thought to be violated and the remedy sought. Within ten (10) days of receipt of the grievance, the Supervisor shall respond in writing to the Steward. During this ten (10) day period, the Steward, the grievor and the Supervisor may agree to meet to discuss the grievance further.

**Step 2:** Failing satisfactory settlement in Step 1, the grievance shall be submitted in writing to the Executive Director or his/her delegate within ten (10) days of the date upon which the Supervisors written response was due. Within ten (10) days of the grievance being submitted to Step 2, the Executive Director (or delegate) shall meet with the Steward, the President of the Local (or delegate) and the grievor to discuss the grievance.

Within a further ten (10) days, the Executive Director shall respond in writing to the Union Steward.

**Step 3:** Failing satisfactory settlement being reached in Step 2, the Union may submit the grievance to arbitration as noted below within twenty (20) days of the date upon which the Executive Director's written response was due.

**10.06 Waiver**

The parties may mutually agree to waive the above time limits in writing.

**10.07 Policy Grievance**

The Union shall have the right to process policy grievances involving questions of general application or interpretation, which could not otherwise be processed by individual employees. All policy grievances shall be initiated in writing at the Step 2 of the grievance procedure.

**10.08 Group Grievances**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing and signed by each employee who is grieving, to the Executive Director, within twenty (20) days of when the party became aware of or ought to reasonably to have become aware of the circumstances giving rise to the grievances. The grievance shall be treated as being initiated at Step 2 of the grievance procedure.

**10.09 Loss of Earnings**

It is agreed that employees shall suffer no loss of their regular earnings during their participation in the grievance procedure. It is agreed that this provision does not authorize preparing for complaint, grievance or arbitration procedures during working hours.

**10.10 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

**10.11 Supplementary Agreements**

Signed supplementary Agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

**10.12 Referral to Arbitration**

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

**ARTICLE 11 – ARBITRATION PROCEDURE**

**11.01 Option of a Single Arbitrator or Board of Arbitration**

The party requesting that a grievance be submitted to arbitration will choose the option of a single arbitrator unless both parties choose the option of having the matter heard by a Board of Arbitration. Where a mutual decision cannot be reached for either a single arbitrator or a Board, the decision will revert to a Board.

**11.02 Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or email addressed to the other party to the Agreement, indicating the name of its proposed Arbitrator or Nominee to an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail or email either agreeing to the proposed Arbitrator or Nominee, or indicating the name and address of its proposed Arbitrator or Nominee to the Arbitration Board. Where Nominees are selected, the two (2) Nominees shall then select an impartial Chairperson.

**11.03 Failure to Appoint**

If the parties fail to agree on an Arbitrator within thirty (30) days of the receipt of the request to submit the grievance to arbitration, or if the two (2) nominees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour on the request of either party.

**11.04 Decision of a Single Arbitrator or Board**

The decision of the Arbitrator/Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator/Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator/Board shall have the power to amend a grievance by any arrangement that it deems just and equitable.

**11.05 Clarification of the Decision**

Should the parties require clarification as to the meaning of the Arbitrator's/Board's decision, either party may apply to the Arbitrator/Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within ten (10) days of the receipt of the decision.

**11.06 Expedited Arbitration**

Either party may apply for Expedited Arbitration under Section 49 of the *Ontario Labour Relations Act*.

**11.07 Attempts to Settle**

No person who has been involved in an attempt to settle the grievance prior to it going to arbitration shall be a member of the Board of Arbitration.

**11.08 Expense of the Arbitrator/Board**

Each party shall pay:

- a) The fees and expenses of the nominee it appoints; and/or
- b) One half of the fees and expenses of the Chairperson/Arbitrator.

**11.09 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) involved and any witnesses. All reasonable arrangement shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

### **11.10 Time Limits**

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

### **11.11 Attendance at Arbitration**

Where an arbitration is convened:

- a) an employee required to give evidence at the arbitration shall be allowed time off to attend the arbitration without loss of pay. She/he shall return to work following the completion of her/his attendance at the hearing. The parties will cover the cost(s) of their witnesses' attendance. For the Union witnesses, the Employer shall invoice the local Union for the actual cost of replacing the employee.
- b) the Union President or a designate attending an arbitration hearing shall suffer no loss of pay and shall return to work following the completion of his/her attendance at the hearing.
- c) a grievor attending an arbitration hearing during a scheduled shift shall suffer no loss of pay and shall return to work following the completion of her/his attendance at the hearing.
- d) if any of the above attendees at an arbitration choose to be away from work beyond the conditions noted, the Union may choose to assume responsibility for the additional staff coverage. In this case, arrangements will be made with the Employer in advance and the Employer will bill the Union for any actual costs associated.

## **ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Suspension/Discharge Procedure**

The authority for discipline and discharge rests with the Employer. Discipline shall be applied uniformly, and disciplinary measures shall be appropriate to their cause and subject to the principle of progressive discipline. Discipline is defined as any sanction including disciplinary warnings imposed by the Employer upon an employee which is prejudicial to the employee.

- a) An employee who is asked to meet with the Employer for the purposes of discipline, suspension or discharge shall receive notification in writing of the scheduled meeting at least three (3)

days in advance of such meeting. In the written notification the Employer will inform the employee of her/his right to have a representative of the Union present at all meetings dealing with discipline, suspension or discharge. The notification will include the reason for the intended discipline, suspension or discharge. The Employer will forward written notification of all scheduled meetings to the Union. All time spent at such meetings shall be considered time worked by the employee and the union representative; however, preparation time for such meetings shall not be carried out during employees' regular work hours.

- b) Any discipline, suspension or discharge that has been imposed by the Employer as a result of an employee's breach of the Employer's Code of Ethics, Code of Conduct and/or Conflict of Interest Policy, where such breach has endangered the health, safety and well-being of a tenant(s) or employee(s) of Options Bytown, shall be exempt from the requirement to provide three (3) days of notice as described in article 12.01(a).
- c) At the time of the meeting to impose the discipline, suspension or discharge, the details of the form of discipline the Employer will be implementing will be provided in writing. If the conditions of the discipline are changed due to the proceedings of the meeting, the Employer will provide a revised written Notice of Disciplinary Action for all parties to sign as soon as possible following the meeting.
- d) If an occasion arises whereby the Employer must immediately suspend the employee, the employee will be paid her/his regular pay until a meeting is held to determine further process. Where an employee is disciplined, suspended or discharged by the Employer as a result of the employee having endangered the health, safety and well-being of another employee, the Employer shall be exempt from providing three (3) days of notice as described in Article 12.01(a).
- e) An employee shall be accompanied by a steward or a Union representative at any interview with the Employer which could result in a discipline or discharge or on any occasion where the employee so requests. An employee may in writing advise the Union and the Employer of his/her decision not to have Union representation.

- f) If any one of the conditions or steps outlined in Article 12 of the collective agreement is not completed or followed by the Employer, the process shall stop until such conditions are completed. The process shall continue if the employee has documented in writing to the Union and the Employer her/his decision not to have Union representation.

**12.02 May Omit Grievance Steps**

An employee who has passed probation and who is considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure beginning at Step 2.

**12.03 Non-Disciplinary Meetings**

Where the Employer deems it necessary to counsel an employee, and such counselling is not disciplinary in nature but indicates that some form of discipline or discharge may follow, the Employer shall provide written particulars of such counselling to the Union and the employee within five (5) days of such counselling.

**12.04 Personnel Records**

An employee shall have the right, upon a minimum of two (2) days notice, to have access to his/her personnel file in the presence of designated personnel staff and to receive copies of any documents in the file. All such reviews shall be arranged by appointment with personnel staff. An employee has the right to respond in writing to any documents on the employee's file, and such reply shall become part of the personnel record.

**12.05 Record of Discipline**

The record of discipline of an employee shall be removed from the employee's personnel file eighteen (18) months after the most recent related incident which gave rise to the discipline.

**12.06 Investigative Procedures**

It is understood that at all stages of an investigation that might result in discipline, all employees shall have the right to union representation. All investigative meetings shall take place during work time. The Employer agrees to make its best effort to not schedule such meetings on Fridays.

## **ARTICLE 13 - SENIORITY**

### **13.01 Seniority Defined**

- a) Full-time employees will accumulate seniority on the basis of their continuous service as of the date of last hire;
- b) Part-time and relief employees will accumulate seniority on the basis of hours paid, excluding overtime, from the date of last hire, with 2080 hours paid representing one (1) year of service.
- c) Term employees will accumulate seniority on the basis of hours paid in the previous twenty-four (24) month period, excluding overtime, with 2080 hours paid representing one (1) year of service.
- d) An employee whose status is changed from part-time, term, or relief to full-time shall receive full credit for his/her accumulated seniority in the bargaining unit at the time of his/her status change.
- e) An employee whose status is changed from full-time to part-time, term or relief shall receive full credit for his/her accumulated seniority in the bargaining unit at the time of his/her status change.
- f) Unless otherwise provided for in this Collective Agreement, an employee on a leave of absence exceeding thirty (30) days shall not accumulate seniority. Notwithstanding the above, an employee on maternity or parental leave shall continue to accumulate seniority in accordance with article 22.

Seniority shall operate on a bargaining unit wide basis.

For employees on record on the date which the Union became certified, seniority shall be calculated to include service prior to certification.

### **13.02 Seniority List**

The Employer shall maintain a seniority list showing date of hire and years of service. The seniority list shall be updated bi-annually and shall be posted electronically in a location available to all employees and made available to the Union upon request.

### **13.03 Purposes of Seniority**

In accordance with the applicable articles in this Collective Agreement, seniority is a factor for:

- a) the filling of vacancies, promotions and transfers
- b) opportunities for full-time, part-time and term work;
- c) lay-off and recall; and/or
- d) The assignment of shifts to relief employees

### **13.04 Loss of Seniority**

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer which is less than thirty (30) days in length, except as described herein. An employee shall only lose seniority in the event that:

- a) the employee is discharged for just cause and is not reinstated;
- b) the employee resigns;
- c) the employee is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) the employee fails to return to work within five (5) days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- e) is laid off for twelve (12) or more calendar months;
- f) he/she fails to return to work upon termination of an authorized leave of absence or utilize a leave of absence for a reason other than that for which the leave was approved;
- g) subject to the Ontario *Human Rights Code*, he/she has not worked for the Employer for reasons of illness or injury for a consecutive period of twenty-four (24) months. This provision does not apply to an employee who is suffering a compensable injury within the meaning of the *Workplace Health & Safety Act* of Ontario.

### **13.05 Transfers and Seniority Outside of the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

If an employee transfers to a permanent position outside of the bargaining unit, the employee shall lose all seniority.

If an employee is temporarily transferred to a position outside of the bargaining unit for a period of less than one (1) year, the employee shall lose all seniority. However, upon return to the bargaining unit at the end of the temporary period, any seniority held at the beginning of the temporary period shall be reinstated.

### **13.06 Role of Seniority in Filling Vacancies, Promotions and in Transfers**

- a) In making promotions and in filling vacancies, the Employer's decision will be based on the following factors:
  - i. The applicant's skills, abilities, experience, knowledge and capacity to do the job;
  - ii. Where the factors listed in (a) above are relatively equal, seniority shall govern.
- b) If two or more employees who possess the same skill and ability within a classification apply to transfer to a different location within the same classification, and provided the employees meet the qualifications of the location, the Employer shall choose the most senior employee.

## **ARTICLE 14 – VACANCIES**

### **14.01 Job Postings**

- a) When a new position is created or when a vacancy of a temporary or permanent nature occurs in the bargaining unit, the Employer shall notify the Union in writing and email all the employees to the last known email address the employer has on file for each employee five (5) days prior to the application deadline. The posting will notify employees that it is the only internal posting that will appear regardless of any resulting vacancies within the

bargaining unit that may be generated from the posting of the vacant position. Therefore, employees who are interested in transferring locations within the classification shall advise the Employer by following the instructions in the posting.

- b) Temporary vacancies of less than three (3) months need not be posted and may be filled at the Employer's discretion, with first consideration given to internal employees. Where such a position is filled by an existing employee, such employee's consent is required. any appointee at the end of the temporary period shall be returned to his/her former position and status, and any other employee affected shall likewise be returned to his/her position or status.

#### **14.02 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, location, wage or salary rate or range.

#### **14.03 Outside Advertising**

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration provided they meet the required qualifications for the position, before outside applicants may be solicited or considered. The Employer is not required to consider employees who have not completed their probation period.

Upon written request from the employee, the Employer shall provide written reasons for its decision not to award a particular job posting to the employee.

#### **14.04 Temporary Vacancies**

In order to provide job security for employees who are temporarily absent and whose positions are temporarily filled during such absence, the Employer may fill such vacancies either for a fixed period or for an undefined period which ends at the Employer's discretion, and a minimum of two (2) weeks notice is provided.

New term employees replacing employees who are temporarily absent shall be terminated at the Employer's discretion, and given a minimum of two (2) weeks notice. Regular employees who are temporarily replacing employees who are temporarily absent shall be returned to their previous position at the Employer's discretion.

#### **14.05 Trial Period**

Employees promoted into a new position will have a trial period of up to three (3) calendar months during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may be returned to his/her former position by the Employer. Employees shall be allowed a trial period of up to one (1) calendar month during which the employee may voluntarily return to the position she/he formally occupied, without loss of seniority. In such cases, the filling of subsequent vacancies will be reversed.

#### **14.06 Probation for Newly Hired employees**

- a) Newly hired employees shall be on a probationary basis for a period of one thousand and forty (1040 hours) paid hours from the date of last hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discipline and discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, provided such termination was not discriminatory, arbitrary or in bad faith.
- b) A probationary employee may be dismissed upon the authority of the Executive Director for reasons of unsatisfactory performance or for actions inconsistent with the Employer's policies or objectives.
- c) The Employer agrees to consult the Union at least five (5) days in advance of the dismissal of a probationary employee where the cause for dismissal would be considered of a lesser standard than that of the permanent employee. Further, the Employer shall provide a written performance appraisal indicating the reason(s) for dismissal to both the employee and the Union.
- d) After completion of the probationary period, seniority shall be effective from the date of last hire.

**14.07 Union Notification**

The Employer shall notify the Union in writing, within five (5) days, of changes in the employment status of employees holding jobs within the bargaining unit. The changes requiring notification are: appointments, hiring, lay-offs, demotions, transfers, recalls, retirements, resignations, terminations and leaves of absence. The Employer shall notify the Union of the names of the successful applicant(s) to vacant positions.

**14.08 Training Courses**

The Employer shall e-mail notice of and announce at staff meetings, any training courses for which employees may be selected. The announcement shall contain the following information:

- type of course (subject and materials to be covered);
- time and duration of the course;
- location of the course;
- basic minimal qualifications required of applicants.

**ARTICLE 15 – LAY-OFFS AND RECALLS**

Before resorting to layoffs, the Employer will notify and meet with the Union in order to give the parties an opportunity to consider alternatives to the layoffs or of minimizing the adverse effects of the layoffs. For this purpose, the parties will consider alternatives that could be offered to affected employees such as:

- job sharing;
- reduced schedules;
- personal leaves of absence without pay or benefits;
- educational leaves of absence without pay or benefits.

**15.01 Definition of Lay-off**

A lay-off shall be defined as any reduction in hours of work or the workforce as defined in this agreement.

**15.02 Advance Notice of Lay-off**

The Employer shall administer notice of lay-off in accordance with the terms of the applicable funding contracts. In all other cases of lay-off, the Employer shall advise the employee and the Union a minimum of fifteen (15) days prior to the effective date of lay-off. A copy of such notice shall be given to the Union.

### **15.03 Procedure for Lay-Off**

- (a) Both parties recognize that job security shall increase in proportion to seniority as defined in article 13.01. Therefore, in the event of lay-off, employees shall be laid off in reverse order of their classification-wide seniority.
- (b) An employee who is subject to lay-off shall have the right to:
  - i) Accept the lay-off;
  - ii) Retire, if eligible under the terms and conditions of the OMERS Pension plan; or
  - iii) Displace an employee who has less bargaining unit seniority in the bargaining unit; if the employee originally subject to lay-off has the skills and qualifications and can perform the work without training other than orientation

The employee must notify the Executive Director of their intent to exercise their bumping privilege within ten (10) days of the date of the lay-off notice.

### **15.04 Recall Procedure**

Employees shall be recalled in the order of their seniority. Employees shall maintain their right to recall for twelve (12) months following lay-off.

Notification of recall shall be sent by registered mail to the laid off employee's last known address. It shall be the responsibility of each laid off person on a recall list to advise the Employer of any change in address.

### **15.05 Recruitment During Lay-off**

No new employees will be hired until those laid off who are qualified, as per Article 13.03, to perform the duties of the position have been recalled.

### **15.06 Grievance on Lay-off**

Grievances concerning lay-offs shall be initiated at Step 2 of the Grievance Procedure.

**15.07 Displaced Employees**

An employee who is to be displaced by another more senior employee in accordance with Article 15.03 shall be entitled to receive notice of lay-off in accordance with Article 15.02.

**15.08 No Loss of Recall Right**

An employee who is laid off will be offered work, where available, in a term position or relief hours without losing her/his right to recall in a full-time or part-time position for which he/she was laid off. Such an employee must meet the required qualifications as found in the job description and must be qualified to perform the work.

**ARTICLE 16 – HOURS OF WORK**

**16.01 Normal Hours of Work**

**a) Full-time employees**

The normal hours of work shall be forty (40) hours per week. The normal work day shall be eight hours inclusive of a one (1) hour paid meal break.

In case of an emergency or where an employee has received prior approval and is required to work during his/her meal break, he/she may bank such time to be taken off with pay at a mutually agreed upon time.

**b) Part-time and Relief employees**

The normal daily hours of work for part-time/relief employees shall not be less than three (3) consecutive hours.

Part-time/relief employees shall be allowed one paid fifteen (15) minute break for every four (4) hours worked or a one (1) hour paid mid-shift break for every eight (8) hour shift worked.

## **16.02 Schedules**

### **a) Full-Time**

Schedules for full-time employees shall be posted at least two (2) months in advance of their effective date, and shall adhere to the policies and procedures as laid out in their respective staff manuals.

Full-time employees may be required to alter their regular hours of work, not to exceed forty (40) hours per week, in order to address the needs of clients and/or the program, provided such flexible working arrangements do not interfere with the operation of the Employer.

### **b) Part-time and Relief employees**

Schedules for part-time/relief employees shall be posted no later than ten (10) days before they are to take effect.

## **16.03 Days Off**

Days off shall be scheduled so that they are consecutive. All employees shall receive at least two (2) days off in a week.

## **16.04 Shift Changes and Cancellation**

a) Scheduled hours are subject to change by the Employer based on operational requirements. For regular part-time and regular full-time employees such change requires a minimum of one (1) weeks' notice unless otherwise impossible. Failure to give notice shall result in the next scheduled shift being paid at time and one-half (1½) the regular hourly rate.

b) Where a relief employee's shift has been cancelled, the Employer shall notify the employee at least twenty-four (24) hours prior to the start of the shift. Should this not occur, the employee shall receive four (4) hours pay at the applicable regular rate of pay. A message left on an employee's answering machine or email shall be deemed to be notice for the purpose of this provision.

Where a casual/relief employee is unable to work a scheduled shift, she/he must notify the Employer at least twenty-four (24) hours in advance of the shift's commencement, except in the event of an emergency.

## **ARTICLE 17 – OVERTIME**

### **17.01 Definition**

Overtime shall be defined as all hours worked in excess of forty (40) hours in a one week pay period for full-time employees, and after eighty (80) hours in a two week pay period for relief and part-time employees.

Overtime work shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay, however if overtime is worked as a result of employees taking extra shifts, time so worked shall be paid at the employee's regular rate of pay.

All overtime shall be voluntary and authorized by the Employer, except in emergencies.

### **17.02 Emergencies**

In such situations, an employee where practicable, shall attempt to reach his/her supervisor for prior authorization to work sufficient time, not to exceed four (4) hours per week, to cover the emergency or unforeseen circumstance. The employee shall notify his/her supervisor on a weekly basis of accumulation of such hours. Wherever possible employees shall attempt to take the accumulated time off in the week they occurred. Where this is not possible, such accumulated hours shall be taken at a time for time basis (straight time) at a date mutually agreed upon by the Employer and employee.

### **17.03 Time Off in Lieu of Overtime**

Instead of payment, the employee can decide that overtime may be taken in time-off, at a rate of time and one-half (1½) for the overtime hours worked. Such time-off must be taken at a mutually agreeable time between the employee's Supervisor and the employee concerned.

### **17.04 Call Back Pay**

An employee who is called in early to work or called back to work outside the employee's regular working hours, shall be paid a minimum of three (3) hours at the overtime rate.

**17.05 Stand-by Pay**

An employee who is required to be on stand-by shall receive twenty-five dollars (\$25), less applicable deductions per weekend the employee is on stand-by. For the sake of clarity, “weekend” under this article includes statutory holidays that occur on the Friday preceding the weekend or the Monday following the weekend, but not both holidays.

When an employee handles a call the minimum pay per call shall be three (3) hours at the employee’s regular rate of pay up to a maximum of six (6) hours. Article 17.01 Definition of Overtime applies to the stand-by Pay.

**ARTICLE 18 – HOLIDAYS**

**18.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

New Year's Day*	Civic Holiday
Good Friday *	Easter Monday
Labour Day*	Thanksgiving Day*
Victoria Day*	Canada Day*
Remembrance Day	Christmas Day*
Boxing Day*	Family Day*

\* These days qualify for Holiday Pay under the Employment Standards Act of Ontario.

Employees who celebrate holidays other than the Christian holidays (Christmas, Good Friday) are entitled to an additional two (2) days off (paid) for religious leave to be treated and counted as two (2) additional paid holidays. Such employees must give the Employer written notice of these substitutions at the beginning of each calendar year.

Employees may use annual leave, accrued overtime leave (if any) or leave without pay in order to meet their bona fide religious obligations.

**18.02 Compensation for Paid Holidays Falling on Saturday or Sunday**

When any of the above-mentioned holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees the holiday shall be observed on the day on which it falls.

**18.03 Pay Rates for Holidays**

Employees who are required to work on the holidays on the itemized list in article 18.01 shall be paid at the rate of time and one half (1½) their regular rate for actual hours worked and shall receive an additional day off with pay at a time mutually agreed upon by the employee and the Employer.

Relief employees shall be paid at a rate of time and one half (1½) their regular rate for all hours worked on a paid holiday.

If an employee and the Employer agree that the employee will work on the paid holiday, the employee shall be paid at one and one-half (1½) their regular rate of pay.

**18.04 Compensation for Paid Holidays Falling on Scheduled Day Off**

When any of the itemized list of holidays in 18.01 fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

**ARTICLE 19 – VACATION**

**19.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with their length of employment as follows:

Up to 3 years seniority	=	20 days
3 years up to 5 years seniority	=	21 days
5 years up to 7 years seniority	=	22.5 days
7 years up to 10 years seniority	=	23.5 days
10 years up to 13 years seniority	=	25 days
13 years up to 15 years seniority	=	26.5 days
15 years up to 18 years seniority	=	27.5 days
18 years or more seniority	=	30 days

Vacation entitlement shall be pro-rated for part-time employees.

**19.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation, the employee shall be allowed an additional day's paid vacation.

**19.03 Vacation Pay on Termination**

An employee who resigns or is terminated from his or her employment at any time in a vacation year, before the employee has utilized his or her earned vacation time, shall be entitled to a proportionate payment of salary or wages in lieu of any such accrued but unutilized vacation time for the current year as well as payment for up to a maximum of ten (10) unused vacation days carried over from the previous year.

Vacation time accrued during parental and/or pregnancy leave that has not been utilized shall be paid in full at termination of employment. An employee, who resigns or is terminated while on sick leave paid by the Employer, shall be paid in full for accrued but unutilized vacation time.

An employee who has utilized more than his or her earned vacation time prior to the termination of his or her employment will have the amount deducted from his or her last pay or separation payment.

**19.04 Preference in Vacations**

**Summer vacation requests:**

Prior to May 1<sup>st</sup> vacation requests will be approved on the basis of seniority within a classification. After May 1<sup>st</sup> any conflicts in preferred vacation shall be resolved on a first come first served basis. The summer vacation period is from June 15<sup>th</sup> to September 15<sup>th</sup>.

**Christmas vacation request:**

Prior to November 1<sup>st</sup> vacation requests will be approved on the basis of seniority within a classification. After November 1<sup>st</sup> any conflicts in preferred vacation shall be resolved on a first come first served basis. Vacation requests for the Christmas holiday period shall be approved by November 15<sup>th</sup>. The Christmas vacation period is from December 1<sup>st</sup> to January 10<sup>th</sup>.

**General:**

Where possible, vacation requests for two or more days shall be made at least two weeks in advance of the requested days.

**19.05          Vacation Schedules**

Vacation schedules must be approved by the supervisor and posted by May 31 of each year (for the summer period) and by November 30 (for the Christmas Holiday period). Schedules shall not be changed unless mutually agreed upon by the employee and Employer.

**19.06          Unbroken Vacation Period**

An employee shall be entitled to receive their vacation in unbroken periods if so requested or in shorter periods if so requested.

**19.07          Approved Leave of Absence during Vacation**

Where an employee qualifies for sick leave, bereavement, or any other approved paid leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall be added to the vacation period. A medical certificate by a qualified medical practitioner or proof of bereavement may be required.

**19.08          Accumulation of Vacations**

Employees shall be allowed to carry over ten (10) days of vacation for use in the following year. Carried over vacation must be taken no later than August 31 of the following year or as arranged with the Employer. Those employees returning from extended sick leave, pregnancy or parental leave shall make arrangements regarding their accumulated vacation leave, with their Employer.

**ARTICLE 20 – SICK LEAVE PROVISIONS**

**20.01          Sick Leave Defined**

Sick leave means the amount of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

## **20.02 Annual Paid Sick Leave**

Employees shall earn fifteen (15) days of sick leave per year at the rate of 1.25 days for every month that an employee is employed. Full-time employees will be permitted to borrow up to five (5) days of unearned sick leave in the first three (3) months of the year (January, February, March). In the event an employee has been paid for sick leave before it is earned and the employee's employment is terminated, the amount of unearned sick leave may be deducted from the employee's last pay. The portion of an employee's sick leave that is unused each year shall accrue for her/his use in future years of service to the Employer up to a maximum of ninety (90) days. Sick leave shall be pro-rated for part-time employees.

## **20.03 Deductions from Sick Leave**

Absences on account of illness which total seventy-five percent (75%) or less of an employee's shift shall be deducted from the employee's sick leave on an hour per hour basis. Notwithstanding the foregoing, absences on account of illness that are less than twenty-five percent (25%) of the hours scheduled and occur at the end of an employee's shift shall not be deducted from the employee's sick leave. Absences on account of illness that total more than seventy-five percent (75%) of an employee's shift shall be deducted as a full day from the employee's sick leave.

## **20.04 Proof of Illness**

An employee may, at the discretion of the Employer, be required to produce a satisfactory certificate from a qualified medical practitioner for any period of absence due to illness of three (3) consecutive working days or more, certifying that the employee is unable to carry out her/his duties due to illness the cost of which shall be borne by the Employer to a maximum of thirty dollars (\$30). The employee is required to submit the receipt.

Where an employee's absence due to illness shows a pattern of frequent or excessive use of sick leave, the employee shall be required to provide a satisfactory medical certificate to the Employer. Where the employee incurs a cost or expense in obtaining such a certificate, such cost or expense shall be borne by the Employer to a maximum of thirty dollars (\$30). The employee is required to submit the receipt.

The Employer reserves the right to request medical certificates and additional medical information satisfactory to the Employer regarding an employee's restrictions and prognosis for a return to regular duties. Where the employee incurs a cost or expense in obtaining such a certificate, such cost or expense shall be borne by the Employer to a maximum of thirty dollars (\$30). The employee is required to submit the receipt.

**20.05 Medical and Dental Appointments**

Employees will be granted up to ten (10) hours per year for medical or dental appointments or preventative health care (which shall be limited to those included in the Employer's Insured Benefits Plan Carrier handbook) where such appointments cannot be arranged outside of normal working hours. Where such time off is granted by the Employer all such appointments shall be scheduled, wherever possible, during the noon hour or between 1:00pm and 4:00pm. The employee shall provide the Employer wherever possible with five (5) days advance notice of a request to attend any such appointments. The employee may be required to provide a certificate from a qualified medical practitioner to support a request to attend any such appointments.

**20.06 Family Responsibility**

Employees may use up to five (5) days of sick leave per year for purposes of family illness, duties or responsibilities.

**20.07 Sick Leave Record**

In cases where there is a dispute between the Employer and employee as to the correct amount of the employee's used or unused sick leave credits, the employee shall be given an opportunity to review his/her sick leave record with the Employer.

Every employee shall be provided with information to access the employee's sick leave record, which will include both used and available sick leave credits.

## **ARTICLE 21 – LEAVE OF ABSENCE**

### **21.01 Leave of Absence for Union Functions**

Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies, upon request to the Employer, provided no more than two (2) employees are granted such leave at any one time. Such leave of absence shall be granted, subject to the employer's approval, and such approval shall not be unreasonably withheld.

For administrative purposes, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

### **21.02 Paid Bereavement Leave**

**An employee shall be granted five (5) regularly scheduled consecutive working days leave without loss of salary or wages in the case of death of a parent, step-parent, spouse, fiancé(e), brother, sister, child or step-child.**

An employee shall be granted three (3) regularly scheduled consecutive working days leave without loss of salary or wages in the case of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, son-in-law, daughter-in-law, grandchild, former guardian, foster parent, foster child, nieces, nephews, uncles, aunt, or, subject to the Employer's approval, other significant people in the employee's life. Such approval shall not be unreasonably withheld.

In the event an employee is responsible for the arrangement of funeral services or the funeral is held in excess of five hundred (500km) kilometres from the employee's primary place of residence, two (2) extra days shall be granted.

### **21.03 Flex Days**

Two (2) eight (8) hour days or a total of sixteen (16) hours with pay a year. These days are in addition to the fifteen (15) days of sick leave granted under Article 20.02. Flex days and hours shall be pro-rated for part-time employees.

**21.04 Time Off for Elections**

Employees shall be allowed the number of hours required by legislation to attend the polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

**21.05 Court Witness or Jury Duty Leave**

The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between his/her normal earnings and the payment received for jury service (excluding payment for travelling, meals or other expenses). The employee will present proof of service and the amount of pay received.

Time spent by an employee subpoenaed to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked and paid at the appropriate rate of pay.

**21.06 Leave for Court Appearance**

In the event an employee is accused of an offence which requires a Court appearance, the employee shall be given an automatic leave of absence without pay. In the event that the accused employee is jailed awaiting a Court appearance, the employee shall be given an automatic leave of absence without pay.

**21.07 General Leave**

The Employer may grant a leave of absence, without pay, to an employee who requests such leave in writing. The Employer shall give an answer, in writing, to the employee within five (5) days of the request. Where the request for leave is for a period greater than ten (10) days, such request shall be made wherever possible one month in advance and the Employer shall have ten (10) days to respond. Such requests shall not be unreasonably denied.

**21.08 Educational Advancement**

- (a) The Employer may grant a leave of absence with or without pay to an employee in order for her/him to take a course and/or write exams which will relate to the employee's work and where the purpose of the course is not only to upgrade the employee's skills, but is also of benefit to the Employer.

- (b) Where an employee is required by the Employer to attend training including language training, training time spent by the employee shall be considered as time worked and the Employer shall be responsible for all related costs as determined by the Employer.

## **ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE**

### **22.01 Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act 2000 of Ontario*, as amended from time to time.

#### **1. Pregnancy Leave**

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act 2000*, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to commence her pregnancy leave, unless impossible to do so, and provide the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and providing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 22.01 (2)(a).

- (b) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article, shall so advise the Employer when she requests the leave of absence.

- (c) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the *Employment Standards Act 2000* of Ontario shall continue and seniority shall accumulate during the leave.
- (d) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave under this agreement. The employee shall give the Employer at least two (2) weeks notice in writing that she intends to take parental leave.

## **2. Parental Leave**

- (a) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody care and control of the child will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks duration if she did not.
- (d) An employee requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.

An employee may end his or her parental leave as set out in Article 22 (1)(a)(iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

## **3. Return to Former Position**

If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

## **ARTICLE 23 – JOB CLASSIFICATION**

### **23.01 Job Descriptions**

The Employer is solely responsible for determining the content of each job description.

The Employer agrees to provide up-to-date job descriptions to the Union for all positions within the bargaining unit.

The job description shall locate and identify a specific position within a program or activity of the Employer, summarize the duties required by the Employer, and include the following information: nature of position; qualifications; required knowledge and education; skills; shift; hours of work; location; salary rate or range.

### **23.02 New Jobs/Changes in Classification**

The Employer shall prepare a new job description when a job is created, or whenever the duties of a job have changed substantially since the last review.

When the duties of any job are changed or increased substantially, and as a result, the Union is of the position that the job is incorrectly classified or when a new job is created, the rate of pay shall be subject to negotiations between the Employer and the Union.

If the parties are unable to agree on the re-classification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

## **ARTICLE 24 – BENEFITS**

### **24.01 Pension Plan**

The Employer shall enroll eligible continuous full-time employees, and eligible other than continuous full-time employees who elect to participate, in the Ontario Municipal Employees' Retirement System Plan, subject to the terms and conditions of the Plan.

## **24.02 Payment of Premiums**

- (a) The Employer shall pay one hundred percent (100%) of the premium cost of basic life insurance equivalent to one times (1x) the annual salary to a maximum of two hundred and fifty thousand dollars (\$250,000) for all full-time employees, and one hundred percent (100%) of the premium for Accidental Death and Dismemberment benefits.
- (b) The Employer agrees to pay one hundred percent (100%) of the premium rate for all employees who regularly work thirty (30) hours or more a week for the following coverage:
  - (i) Extended Health Care
  - (ii) Drug Plan
  - (iii) Vision Care
  - (iv) Dental Care

The Employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to pay the amount of premiums contracted for. Any issues with respect to the insurer acknowledging or honouring any claims are matters as between the employee and the Insurer. The Employer reserves the right to change plans and/or carriers at its discretion and will notify the Union if it intends to change the insurance carrier.

## **24.03 Continuation of Benefits**

The Employer shall continue to pay its portion of premiums for insured benefit plans, provided the employee elects in writing and pays his or her share of benefit premiums to the Employer in the circumstances outlined below:

- (a) While on paid leave of absence to a maximum of twenty-four (24) months;
- (b) While on pregnancy and parental leave as required by the *Employment Standards Act 2000*;
- (c) While on leave of absence without pay or an unpaid absence due to illness for up to a maximum of thirty (30) days from the date the absence due to illness or leave without pay commences; or
- (d) While on layoff, for the month in which the layoff occurs.

Employees who are not entitled to a continuation of benefits but who wish to maintain those benefits while on leave, shall provide the Employer with monthly post-dated cheques for the entire period of the leave, before the commencement of the leave, for the amount required. Where the employee fails to provide the cheques, or where the cheques are returned NSF, immediate discontinuation of benefits will result.

## **ARTICLE 25 – PAYMENT OF WAGES AND EXPENSES**

### **25.01 Pay Days**

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule “A” attached hereto and forming part of this Agreement. Every employee shall be provided with information that will enable the employee to access, each pay period, an itemized statement of the employee’s wages.

### **25.02 Acting Pay on Temporary Transfers, Higher and Lower Rated Job**

When an employee is assigned to perform the principal duties of a higher paying position within the bargaining unit for five (5) consecutive working days or more, the employee shall receive the rate of pay for the position to which the employee has been assigned. The pay adjustment shall be retroactive to include the 1<sup>st</sup> working day on which the assignment is effective. In the event that the salary level corresponding to the employee’s years of employment in the acting position is lower than the salary the employee is being paid in his/her current position, the employee shall be paid according to the next higher level of the acting position.

Where an employee is temporarily assigned to a position paying a lower rate, the employee’s rate shall not be reduced.

In the event that an employee who filled an acting position in a classification for a period of time returns to a position in that classification at a later date either in an acting or permanent capacity, the employee’s salary level will be determined by his/her completed cumulative years of employment in that acting position.

### **25.03 Pay Upon Change of Classification or Promotion**

In the event that the starting salary in the new classification for an employee who has been promoted would result in a lower salary being paid to the employee than the employee had earned in his/her previous level and classification, the employee shall be paid the salary assigned to the next higher level of the new classification.

An employee who moves to a lower classification or who is demoted will have his or her years of employment with the Employer recognized in setting the employee's salary level in the lower classification.

In the event that an employee who filled an acting position in a classification for a period of time is promoted to a position in that classification on a permanent basis at a later date the employee's salary level will be determined by his/her completed cumulative years of employment in that acting position.

### **25.04 Mileage Expenses**

- (a) Employees required to use a private motor vehicle for the Employer's business shall be paid at the same rate as the federal public service. Employees shall submit their mileage claim form not less than on a quarterly basis. Housing First Practitioners must submit their mileage claim forms on a monthly basis.
- (b) Employees who are authorized to attend a conference on behalf of Options Bytown will be reimbursed for their travel expenses or a portion thereof to be determined in advance by the employee and the Employer.
- (c) Employees required to use public transportation for the Employer's business shall be reimbursed at the current public transportation rate. A claim form must be submitted.
- (d) Parking for any client-related or Options Bytown business shall be reimbursed.

### **25.05 Legal Fees**

The Employer shall pay all legal and court costs, if any, for any action or other proceeding initiated against an employee by a person other than the Employer for acts or omissions arising from the responsible discharge of official duties or the carrying out of an official order. Such assistance is

conditional on the employee's cooperation with the Employer, its insurer and/or agents.

## **ARTICLE 26 – JOINT HEALTH AND SAFETY COMMITTEE**

### **26.01 Nature of the Committee**

The Union and the Employer recognize a single Joint Occupational Health and Safety Committee (JOHSC) which shall have jurisdiction for all workplace locations operated by the employer and which shall consist of one Co-Chair appointed by the Union and one Co-Chair appointed by the Employer.

In addition to the two Co-Chairs, each of the Union and the Employer may appoint one alternate.

Alternates may attend meetings when their respective Co-Chair(s) are not able to attend and enjoy other rights as a member of the committee, but shall not vote unless the respective Co-Chair is absent.

### **26.02 Jurisdiction**

The JOHSC shall function in accordance with the *Occupational Health and Safety Act* as amended from time to time.

### **26.03 General Duties of the Committee**

The general duties of the JOHSC shall be to enforce the provisions of the *Occupational Health and Safety Act of Ontario*, and:

- a) to make a monthly inspection of the Employer's premises for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to such matters.
- b) to investigate promptly all accidents and any unsafe conditions or practices which may be reported to it. Such investigations shall include incidents which could have caused injury to an employee whether or not such injury occurred.
- c) to hold regular meetings at least once every three (3) months for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.

**26.04 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for Employees requiring medical care as a result of an accident in the workplace shall be at the expense of the Employer.

**ARTICLE 27 – JOB SECURITY**

**27.01 Contracting Out**

The Employer agrees not to contract out any work if such contracting out results in the layoff of any bargaining unit employee or prevents the employer from hiring a new full or part time employee. “Layoff” is as defined in Article 15.01 “Definition of Lay-off”.

**ARTICLE 28 – GENERAL CONDITIONS**

**28.01 Accommodation**

Accommodation shall be provided, wherever possible, for employees to have their meals and store and change their clothes.

**28.02 Bulletin Boards**

The Employer shall provide bulletin boards, which shall be placed so that all employees will have access to them and upon which, the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

**28.03 Tools and Equipment**

The Employer shall determine and provide all tools and equipment required by employees in the performance of their duties. Employees shall be responsible for the care of such tools and equipment, and for reimbursing the Employer in the event such tools or equipment are damaged or lost, due to negligence.

**28.04 Employer Policies**

The Employer shall provide the Union with a copy of any policies, procedures or manuals which affect the working conditions of bargaining unit members prior to its implementation. The Union will be provided with an opportunity to discuss such proposed policies, procedures or manuals at a labour management meeting prior to its implementation.

## **ARTICLE 29 – PRESENT CONDITIONS AND BENEFITS**

### **29.01 Continuation of Acquired Rights**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

### **29.02 Conflict**

Should any provision of this Agreement be found to be in conflict with an applicable government statute, then the Employer and Union shall meet and arrive at a satisfactory settlement of the provisions in conformity with the statute.

## **ARTICLE 30 – COPIES OF AGREEMENT**

### **30.01 Copies of Agreement**

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

## **ARTICLE 31 – TERMS OF AGREEMENT**

### **31.01 Duration**

This Agreement shall be binding and remain in effect from April 1<sup>st</sup>, 2021, to March 31<sup>st</sup>, 2025 and shall continue from year to year thereafter unless either party gives the other party notice in writing, ninety (90) days prior to the termination date of its intent to bargain for a renewal Agreement with or without amendments.

### **31.02 Changes in Agreement**

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

**31.03 Retroactivity**

It is agreed that all clauses in the Collective Agreement become effective from the date the Agreement is ratified unless otherwise agreed or specified by the parties.

**\*NOTE:** All references to the word “days” in this collective agreement shall mean business days unless otherwise specified.

Signed at Ottawa, Ontario this 9th day of June, 2021.

**FOR THE EMPLOYER**

Catharine Vandelinde  
Catharine Vandelinde (Jun 9, 2021 13:46 EDT)

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Emily McCarney  
Emily McCarney (Jun 9, 2021 13:50 EDT)

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**FOR THE UNION**

Gregory Saxe  
Gregory Saxe (Jun 8, 2021 09:45 EDT)

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Anisa Ahmed  
Anisa Ahmed (Jun 9, 2021 10:48 EDT)

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Noa Brathwaite  
Noa Brathwaite (Jun 9, 2021 12:14 EDT)

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Cidalyz Rben

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**SCHEDULE A – “WAGES”**

<b>Classification</b>	<b>Step</b>	<b>April 1, 2021 with 1.5% increase</b>	<b>April 1, 2022 with 1.5% increase</b>	<b>April 1, 2023 with 1.5% increase</b>	<b>April 1, 2024 with 1.5% increase</b>
Housing and Community Support Worker*	first 1040 paid hours	\$47,908.56	\$48,627.19	\$49,356.59	\$50,096.94
	after 1040 paid hours	\$52,305.56	\$53,090.14	\$53,886.49	\$54,694.79
Housing Case Manager*	first 1040 paid hours	\$51,833.72	\$52,611.22	\$53,400.39	\$54,201.40
	after 1040 paid hours	\$56,590.26	\$57,439.11	\$58,300.70	\$59,175.21
Housing First Practitioner*	first 1040 paid hours	\$51,833.72	\$52,611.22	\$53,400.39	\$54,201.40
	after 1040 paid hours	\$56,590.26	\$57,439.11	\$58,300.70	\$59,175.21
Maintenance Worker**	first 1040 paid hours	\$16.41	\$16.66	\$16.91	\$17.16
	after 1040 paid hours	\$17.89	\$18.16	\$18.44	\$18.71
Senior Maintenance Worker**	first 1040 paid hours	\$22.97	\$23.31	\$23.66	\$24.02
	after 1040 paid hours	\$25.08	\$25.46	\$25.84	\$26.23
Relief Worker**	first 1040 paid hours	\$19.12	\$19.41	\$19.70	\$20.00
	after 1040 paid hours	\$20.89	\$21.20	\$21.52	\$21.84
Housing First Team Lead*	first 1040 paid hours	\$57,139.43	\$57,996.52	\$58,866.47	\$59,749.46
	after 1040 paid hours	\$61,895.72	\$62,824.16	\$63,766.52	\$64,723.02
Peer Support Worker**	first 1040 paid hours	\$23.03	\$23.37	\$23.72	\$24.07
	After 1040 paid hours	\$25.15	\$25.52	\$25.90	\$26.29
Resource Center Service Specialist*	first 1040 paid hours	\$50,303.40	\$51,057.95	\$51,823.82	\$52,601.18
	after 1040 paid hours	\$54,920.64	\$55,744.45	\$56,580.62	\$57,429.33

\* The wage rate is expressed as an annual salary.

\*\* The wage rate is expressed as an hourly rate.

**NOTES**

1. The wage increases, as outlined in Schedule “A” above are contingent upon the Employer receiving the necessary and appropriate funding on an annual basis.

2. In the event the necessary and appropriate funding is not received, the parties agree to meet to renegotiate wage rates and/or discuss alternative options.
3. "Paid hours" excludes overtime.
4. Employees who change classifications begin at the first step in the new classification, subject to Articles 25.02 and 25.03 of the Collective Agreement.

**LETTER OF UNDERSTANDING # 1**

**BETWEEN OPTIONS BYTOWN NON PROFIT HOUSING CORPORATION  
(the Employer)**  
**and**  
**AND CUPE LOCAL 4739  
(the Union)**

The parties agree to the following terms:

- (1) Each Housing First Practitioner (HFP) is required to be on call for one period of seven (7) consecutive days on a rotating basis (“On-Call Period”). The hours of each On-Call Period are outside of the HFP’s regular working hours and includes holiday, weekends, evenings and overnight. An On-Call Period will generally begin at 4:00 pm on Monday and end at 8:00 a.m. on the following Monday.
- (2) If an HFP is absent for any reason during what would otherwise be all or a portion of their On-Call Period, the remaining members of the HFP team will be required to take the on-call shifts of the absent HFP.
- (3) Matters that may be dealt with during the On-Call Period are limited to emergencies and other matters that could not be dealt with during regular working hours.
- (4) HFPs will be paid two hundred (\$200) dollars, less applicable deductions for every completed On-Call Period, pro-rated for partial completion. For clarity, Article 17.05 does not apply to Housing First Practitioners.
- (5) This letter of Understanding is in effect for the term of the Collective Agreement.

**DATED AT OTTAWA THIS 9<sup>th</sup> DAY OF June, 2021.**

**FOR THE EMPLOYER**

Catharine Vandelinde  
Catharine Vandelinde (Jun 9, 2021 13:46 EDT)

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Emily McCarney  
Emily McCarney (Jun 9, 2021 13:50 EDT)

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**FOR THE UNION**

Gregory Saxe  
Gregory Saxe (Jun 9, 2021 09:45 EDT)

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Anisa Ahmed  
Anisa Ahmed (Jun 9, 2021 10:48 EDT)

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Noa Brathwaite  
Noa Brathwaite (Jun 9, 2021 12:14 EDT)

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Cidāra Rben

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**LETTER OF UNDERSTANDING # 2**

**BETWEEN OPTIONS BYTOWN NON PROFIT HOUSING CORPORATION  
AND CUPE LOCAL 4739**

**RE: MAINTENANCE WORKER POSITION**

**Whereas** the Employer is amending the Maintenance Worker Job Description to include hours of work of up to thirty (30) hours per week;

**Now therefore**, the parties hereto agree to the following terms:

Even though employees regularly scheduled for thirty (30) hours per week do not meet the definition of "Full-time" as set out in Article 2.04 of the Collective Agreement, the Employer will, on a without prejudice and without precedent basis, pay 100% of the premiums associated with the provision of life insurance, Accidental Death and Dismemberment, Extended Health Care, Drug Plan, Vision Care and Dental Care to the employee occupying the Maintenance Worker position ("the Employee") so long as the Employee is regularly scheduled to work thirty (30) hours per week.

The Employer's obligations to the Employee in this regard and with respect to the payment of premiums are limited to those set out in Article 24.02(a) and 24.02(b) of the Collective Agreement. Payment of such premiums is subject to discontinuation as set out in Article 24.03 of the Collective Agreement.

For all other purposes, the Employee shall be considered and treated as a "Part-time" employee in accordance with the Collective Agreement.

The Employer retains the right to reduce the hours of work of the Maintenance Worker position back to twenty (20) hours per week, in accordance with the Employer's needs and availability of funding.

This Agreement is entered into on a without prejudice and without precedent basis.

**DATED AT OTTAWA THIS 9<sup>th</sup> DAY OF June, 2021.**

**FOR THE EMPLOYER**

Catharine Vandelinde  
Catharine Vandelinde (Jun 9, 2021 13:46 EDT)

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Emily McCarney  
Emily McCarney (Jun 9, 2021 13:50 EDT)

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**FOR THE UNION**

Gregory Saxe  
Gregory Saxe (Jun 9, 2021 09:45 EDT)

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Anisa Ahmed  
Anisa Ahmed (Jun 9, 2021 10:48 EDT)

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Noa Brathwaite (Jun 9, 2021 12:14 EDT)

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*Cidaira Rbow*

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May 20, 2021

**LETTER OF UNDERSTANDING # 3**  
**BETWEEN OPTIONS BYTOWN NON PROFIT HOUSING CORPORATION**  
**AND CUPE LOCAL 4739**  
**RE: RELIEF EMPLOYEES**

With reference to Article 13.03 (d) of the Collective Agreement, the parties agree that the following shall apply to the assignment of shifts to relief employees:

For the purpose of this Letter of Understanding, a “weekend shift” is defined as either Saturday or a Sunday.

**(A) Availability**

- (i) The Employer will require relief employees to provide their availability approximately every three months, for a three-month period. Such availability must be provided to the relief employees’ supervisor in writing within seven calendar days of the request being issued. Every relief employee must indicate that they are available to work at least two weekend shifts in every month, and they must indicate their availability for weekday shifts.
- (ii) In addition to the availability provided as per Section (A) (i), relief employees must also indicate their availability to work at least six paid holidays per calendar year, two (2) of which must include the paid holidays between December 24<sup>th</sup> and January 2<sup>nd</sup>. “Paid holidays” are the holidays set out in Article 18.01 of the Collective agreement. The Employer will make best efforts not to schedule relief employees to work both Christmas Day and New Year’s Day.

**(B) Weekend Relief Assignments:**

- (i) If no relief employees are available on a weekend shifts per the declared availability provided in accordance with section (A) above, the Employer will schedule the least senior relief employee(s) to work such weekend shifts.
- (ii) If there are more weekend shifts than relief employees in a given month, the remaining weekend shifts shall be first offered to the most senior relief employee, based on the declared availability provided per Section (A) above.

**(C) Notice of shift to commence within 24 hours:**

- i. The Employer will issue a notice to all relief employees, advising of the availability of a shift(s);

- ii. The Employer will assign such shift(s) to the most senior relief employee from whom the Employer receives a response within the first 30 minutes following the issuance of the Employer's notice;
- iii. In the event no response is received by the Employer within the first 30 minutes following the issuance of the Employer's notice, the shift will be assigned on a "first come, first served" basis.

**(D) Relief Assignments other than those set out in (B) and (C) above:**

In the event that additional relief shifts come available after the Employer has posted the schedule for relief employees based on their declared availability, the Employer will notify all relief employees of the available shifts, and of the timeline for response.

The assignment of the additional relief shifts will take into account the shifts already assigned to relief employees in the month during which such shifts occur as well as the seniority of available relief employees.

**(E) Deemed Resignation**

Relief employees will be deemed to have resigned their employment with the Employer in the following circumstances:

- (i) The employee refuses two or more relief shifts in a calendar month, provided the relief shifts offered were within the relief employee's declared availability as per Section (A) above, unless the employee was unable to accept the shifts due to illness or other valid unforeseen circumstances; or
- (ii) The employee fails to provide and/or to maintain the required availability as set out in (A) above, unless the employee was unable to do so due to illness or other valid unforeseen circumstances.

Such resignation shall be effective as of the last date of the calendar month in which (E) (i) or (E) (ii) above occurs.

The Employer reserves the right to seek proof, in a form satisfactory to the Employer, of such illness or other unforeseen circumstance.

This letter of understanding is in effect for the term of the Collective Agreement, once ratified by the parties.

**DATED AT OTTAWA THIS 9<sup>th</sup> DAY OF June, 2021.**

**FOR THE EMPLOYER**

*Catharine Vandelinde*  
Catharine Vandelinde (Jun 9, 2021 13:46 EDT)

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*Emily McCarney*  
Emily McCarney (Jun 9, 2021 13:50 EDT)

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**FOR THE UNION**

*Gregory Saxe*  
Gregory Saxe (Jun 9, 2021 09:45 EDT)

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*Anisa Ahmed*  
Anisa Ahmed (Jun 9, 2021 10:48 EDT)

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*Noa Brathwaite*  
Noa Brathwaite (Jun 9, 2021 12:14 EDT)

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*Cidāliz Rbow*

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May 20, 2021

**LETTER OF UNDERSTANDING # 4**  
**BETWEEN OPTIONS BYTOWN NON PROFIT HOUSING CORPORATION**  
**AND CUPE LOCAL 4739**

With respect to the urgent need for relief workers, in order to ensure the health and safety of tenants, staff and visitors, the parties below agree to waive the five (5) day internal posting requirement. Therefore, the Employer will proceed with filling the vacant position of relief worker as quickly as possible with candidates who have been identified in the recent external posting. If necessary, a further simultaneous internal and external posting may be required, with first consideration going to internal candidates as per Article 14.03

**DATED AT OTTAWA THIS 9<sup>th</sup> DAY OF June, 2021.**

**FOR THE EMPLOYER**

*Catharine Vandelinde*  
Catharine Vandelinde (Jun 9, 2021 13:46 EDT)

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*Emily McCarney*  
Emily McCarney (Jun 9, 2021 13:50 EDT)

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May 20, 2021

**FOR THE UNION**

*Gregory Saxe*  
Gregory Saxe (Jun 9, 2021 09:45 EDT)

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*Anisa Ahmed*  
Anisa Ahmed (Jun 9, 2021 10:48 EDT)

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*Noa Brathwaite*  
Noa Brathwaite (Jun 9, 2021 12:14 EDT)

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*Cidáliz Rben*

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