

Collective Agreement

between

Big Brothers Big Sisters Ottawa
(hereinafter referred to as the "Employer")

and



Canadian Union of Public Employees
and its Local 2376-01
(hereinafter referred to as the "Union")

Term: January 1, 2023 to December 31, 2025

Table of Contents

ARTICLE 1 – PURPOSE.....	1
1.01 Purpose.....	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
2.01 Management Rights	1
ARTICLE 3 – RECOGNITION.....	1
3.01 Recognition	1
3.02 Work of Bargaining Unit.....	1
3.03 No Other Agreement	2
3.04 Classification of Employees.....	2
ARTICLE 4 – NO STRIKES, NO LOCKOUTS	3
ARTICLE 5 – NO DISCRIMINATION.....	3
ARTICLE 6 - UNION DUES.....	3
6.01 Union Dues – Check-Off.....	3
6.02 Dues Deductions	4
ARTICLE 7 – EMPLOYEE INFORMATION	4
7.01 Copies of Agreement.....	4
ARTICLE 8 – CORRESPONDENCE	4
8.01 Correspondence.....	4
ARTICLE 9 – LABOUR/MANAGEMENT CO-OPERATION COMMITTEE.....	4
9.01 Establishment of Committee.....	4
9.02 Labour-Management Committee	5
ARTICLE 10 – LABOUR/MANAGEMENT RELATIONS	5
10.01 Union Bargaining Committee.....	5
10.02 Function of Bargaining Committee.....	5
10.03 Representative of Canadian Union	6
10.04 Meeting of the Committee.....	6
10.05 Time-Off for Meetings.....	6
10.06 Education on the Job.....	6
10.07 Exit Interview	6
ARTICLE 11 – GRIEVANCE PROCEDURE.....	6
11.01 Election of Stewards.....	6
11.02 Names of Stewards	7
11.03 Grievance Committee.....	7

11.04	Permission to Leave Work.....	7
11.05	Definition of Grievance	7
11.06	Settling of Grievance	7
11.07	Policy of Group Grievance.....	8
11.08	Grievances on Safety	8
11.09	Facilities for Grievance Meetings.....	8
11.10	Supplementary Agreements	8
11.11	Failure to Act Within Limits	8
ARTICLE 12 – ARBITRATION		8
12.01	Arbitration.....	8
12.02	Arbitration Procedure.....	9
12.03	Decision of the Arbitrator	9
12.04	Disagreement on Decision.....	9
12.05	Expenses of the Arbitrator	9
12.06	Amending of Time Limits	9
12.07	Witnesses.....	9
ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE.....		9
13.01	Discipline, Suspension and Discharge Procedures.....	9
13.02	May Omit Grievance Steps.....	10
13.03	Unjust Suspension or Discharge.....	10
13.04	Warnings	10
13.05	Personnel Records	10
ARTICLE 14 – SENIORITY		11
14.01	Seniority Defined	11
14.02	Seniority List.....	11
14.03	Probation for Newly Hired Employees	11
14.04	Loss of Seniority	12
ARTICLE 15 – PROMOTIONS AND STAFF CHANGES		12
15.01	Job Postings.....	12
15.02	Information on Postings.....	13
15.03	Outside Advertising	13
15.04	Role of Seniority in Promotions and Transfers.....	13
15.05	Trial Period	13
15.06	Union Notification	13

15.07	Training Courses	14
15.08	Promotions and Staff Changes	14
ARTICLE 16 – LAYOFFS		14
16.01	Layoff and Recall – Definition of a Layoff.....	14
16.02	Employee Options Upon Receipt of Notice of Layoff	15
16.03	Role of Seniority in Layoffs	15
16.04	Recall Procedure.....	15
16.05	No New Employees.....	15
16.06	Advance Notice of Layoff.....	16
16.07	Continuation of Benefits.....	16
16.08	Grievances on Layoffs.....	16
ARTICLE 17 – HOURS OF WORK		16
17.01	Work Day, Work Week	16
17.02	Hours of Work – All Employees	16
17.03	Compressed and Flex Hours	17
ARTICLE 18 – OVERTIME.....		18
18.01	Overtime.....	18
18.02	Records.....	18
18.03	Submission of Records.....	19
18.04	Verification of Records	19
18.05	Call Back	19
ARTICLE 19 – HOLIDAYS		19
19.01	Holidays	19
19.02	Compensation for Holidays Falling on Days Off.....	20
19.03	Time off for Work on a Holiday	20
ARTICLE 20 – VACATIONS.....		20
20.01	Length of Vacation.....	20
20.02	Week between Boxing Day and New Year’s Day	20
20.03	Compensation for Holiday Falling Within Vacation Schedule.....	21
20.04	Vacation Pay on Termination.....	21
20.05	Preference in Vacations.....	21
20.06	Vacation Schedules.....	21
20.07	Unbroken Vacation Period.....	21
20.08	Approved Leave of Absence During Vacation.....	21

20.09	Vacation Period	22
20.10	Vacation Carryover.....	22
ARTICLE 21 – SICK LEAVE PROVISIONS.....		22
21.01	Sick Leave Defined.....	22
21.02	Annual Paid Sick Leave.....	22
21.03	Maximum Accumulation of Annual Sick Leave	23
21.04	Deductions from Sick Leave	23
21.05	Proof of Illness.....	23
21.06	Sick Leave During Leave of Absence	23
21.07	Extension of Sick Leave	23
21.08	Sick Leave Record	24
ARTICLE 22 – LEAVE OF ABSENCE		24
22.01	Negotiation, Agreement Administration and Grievance Meeting Provisions	24
22.02	Leave of Absence for Union Functions	24
22.03	Bereavement Leave	24
22.04	Pregnancy and Parental Leave.....	25
22.05	Leave of Absence without Pay (other than Pregnancy and/or Parental)	31
22.06	Personal Leave	31
22.07	Examination Leave	32
22.08	Paid Jury or Court Witness Duty Leave	32
22.09	Compassionate Care Leave/Family Compassionate Leave.....	32
ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES		32
23.01	Pay Days.....	32
23.02	Equal Pay for Work of Equal Value.....	33
23.03	Kilometrage Allowance	33
23.04	Legal Fees	33
23.05	Acting Pay	33
23.06	Severance Pay	33
ARTICLE 24 – JOB DESCRIPTION AND CLASSIFICATIONS		33
24.01	Job Description.....	33
24.02	Changes in Classification	34
ARTICLE 25 - JOB SECURITY		34
25.01	Job Security.....	34
ARTICLE 26 – GENERAL CONDITIONS		34

26.01	Bulletin Boards	34
26.02	Plural or Feminine Terms May Apply	34
26.03	Notice of Resignation	34
ARTICLE 27 – PRESENT CONDITIONS AND BENEFITS.....		35
27.01	Present Conditions to Continue	35
27.02	Harassment.....	35
27.03	Adverse Reports.....	35
27.04	Errors and Omissions Insurance.....	35
27.05	Workplace Safety and Insurance Board Pay Supplement.....	35
ARTICLE 28 – TERM OF AGREEMENT		36
28.01	Duration.....	36
28.02	Changes in Agreement.....	36
28.03	Agreement to Continue in Force.....	36
ARTICLE 29 – SALARY AND BENEFITS		36
29.01	Salary.....	36
29.02	Benefits	36
ARTICLE 30 – HEALTH AND SAFETY		37
BBBSO WAGES		38
Schedule "B" – Benefits.....		39
Schedule "C" 42		
Participation Agreement		42

ARTICLE 1 – PURPOSE

1.01 Purpose

The parties agree that the following are the purposes of this Agreement:

- 1) To maintain the existing harmonious relations and settle conditions of employment between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc;
- 3) To encourage efficiency in operation;
- 4) To promote the morale, well-being and security of all of the employees in the bargaining unit of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that the Employer has the right, responsibility and the authority to manage its operation and direct the working forces subject to the terms of the agreement. Such rights shall be exercised in a reasonable and non arbitrary manner.

ARTICLE 3 – RECOGNITION

3.01 Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 2376-01 as the sole and exclusive collective bargaining agent for all employees of Big Brothers Big Sisters Ottawa, save and except Manager, Site-Based Programs; Manager, Community –Based Programs; Directors and persons above the rank of Manager or Director and the Office Manager.

3.02 Work of Bargaining Unit

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 purpose of instruction, experimenting, in emergencies, when regular employees are not available, unforeseen incidental duties and provided that performing of the aforementioned practice itself does not reduce the normal hours of work or pay of any employee in the bargaining unit.

3.03 No Other Agreement

No employee within the bargaining unit shall make a written or verbal agreement with the Employer or her/his representatives which may conflict with the terms of this Collective Agreement, unless mutually agreed between the Employer and the Union.

3.04 Classification of Employees

- a) An employee shall be classified as either full-time or part-time as follows:
 - i) A full-time employee is an employee who is hired to work and who is scheduled to work the normal hours of work (as per Article 17 - Hours of Work). Any employee working less than these hours of work would be classified as part-time.
- b) An employee may be hired or appointed on a temporary basis to replace an employee who is absent due to leave of absence, sick leave, or other reason. A newly hired employee, hired on such a temporary basis, shall be terminated at the end of the absence to allow the absent employee to return to his or her position. Such termination shall be deemed to be for just cause. Such employee shall not be entitled to use accumulated seniority to displace any other employee.

Where another existing employee is appointed on a temporary basis to replace an employee who is absent due to a leave of absence, sick leave, or other reason, at the end of the absence, the existing employee shall be returned to her or his previous position. Any other employee likewise affected shall also be returned to her or his previous position.

- c) An employee may be hired or appointed on a temporary basis to perform a specific project where such project does not exceed two (2) calendar years (which may be extended for another year with the consent of the Union). A newly hired employee, hired on such a temporary basis, shall be terminated at the end of the specific project. Such termination shall be deemed to be for just cause. Such employee shall not be entitled to use accumulated seniority to displace any other employee.

Where another existing employee is appointed on a temporary basis to perform a specific project where such specific project does not exceed two (2) calendar years (which may be extended for another year with the consent of the Union), at the end of the specific project, the existing employee shall be returned to her or his previous position. Any other employee likewise affected shall also be returned to her or his previous position.

d) **Classification of Employees**

Effective the January 27, 2011, an employee who is hired or appointed on a temporary basis for a term of less than one year shall be paid an amount equal to 10% of his or her regular wages in lieu of Health and Dental benefits, Pension Benefits and the benefits set out in Articles 21 and 22 of the Collective Agreement.

Where the employee who is appointed in B or C above is an existing employee, there shall be no change to the existing employee's benefits.

In the event that an employee is hired or appointed on a temporary basis for a term of less than one year and that employee is subsequently advised that the duration of the term is extended such that the total length of the term is one year or greater, then the employee shall become entitled to all benefits set out in the Collective Agreement as per the eligibility requirements of the benefit carrier, if any, and the payment of 10% in lieu of benefits shall cease. There shall be no recovery of any previous payment of 10% in lieu of benefits.

ARTICLE 4 – NO STRIKES, NO LOCKOUTS

4.01 The parties agree that there shall be no strikes or lockouts (as defined in Section 1 of the *Ontario Labour Relations Act, 1995*) so long as this Agreement continues to operate.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee, by either party, because of age, race, ancestry, place of origin, place of residence, colour, ethnic origin, citizenship, creed, sex, sexual orientation, record of offences, marital status, same-sex partnership status, family status, disability, political affiliation, religious affiliation, national origin, or by reason of membership or activity in the Union.

ARTICLE 6 - UNION DUES

6.01 Union Dues – Check-Off

All present and new employees of the Employer represented by the Union, as a condition of continued employment, shall become members of the Union

according to the constitution and by-laws of the Union. The Union will provide the Employer with a copy of its current constitution and by-laws as well as any amendments that may be made from time to time.

6.02 Dues Deductions

Union dues deductions or any other deductions authorized by the Union shall be made for each employee from the first payroll period of each month and shall be forwarded to the Secretary-Treasurer of the National Union no later than the fifteenth of the month, accompanied by a list of the names and classification of employees from whose wages the deductions have been made.

In consideration of the deducting and forwarding of any dues, fees, or levies in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless from any claim or liability arising out of, or resulting from the operation of this section.

ARTICLE 7 – EMPLOYEE INFORMATION

7.01 Copies of Agreement

On commencing employment, the Employer shall provide each new employee with a copy of the current Collective Agreement.

The Employer shall provide the Union with copies of the Collective Agreement. Costs of printing the Collective Agreement will be equally shared by the parties.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties shall pass to and from the Executive Director or her/his delegate and the Local Union President or her/his delegate.

ARTICLE 9 – LABOUR/MANAGEMENT CO-OPERATION COMMITTEE

9.01 Establishment of Committee

The parties agree that a Labour/Management Co-operation Committee may be set up during the term of this Agreement if required by either party. Upon the establishment of such a committee, either party may convene a meeting of the committee by requesting such a meeting to the other party. In the event of such

a request, such meeting must be held within ten (10) working days of the request, or at a later mutually-agreeable date.

9.02 Labour-Management Committee

- (a) A labour-management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.
- (b) The parties agree that there are matters of mutual concern and interest that would be beneficial if discussed at the Labour Management Committee meeting during the term of this Agreement.
- (c) The committee shall meet in accordance with Article 9.01, and as required at a mutually agreeable time and place. Each side shall provide the other with agenda items, which they wish to have discussed at the meeting, at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent at this meeting.
- (d) Minutes of each meeting of the committee shall be prepared on an alternating basis by the Employer and the Union and shall be distributed by email to committee members no later than one (1) week before the next scheduled meeting.
- (e) The work of this committee shall not supersede or replace the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – LABOUR/MANAGEMENT RELATIONS

10.01 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) employees who are members of the Canadian Union of Public Employees and its Local 2376-01. The Union will advise the Employer of the Union appointees to the Committee.

10.02 Function of Bargaining Committee

The Bargaining Committee described in Article 10.02 above will be responsible for conducting, on behalf of the Union, re-negotiations of the Collective Agreement or other negotiations which might arise from time to time, as provided

under the re-negotiation proceeding described elsewhere in this Collective Agreement.

10.03 Representative of Canadian Union

The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Employer. Such representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, at which time he/she shall be accompanied by a representative of the Employer.

10.04 Meeting of the Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than two (2) weeks after the request has been given.

10.05 Time-Off for Meetings

Any representative of the Union Bargaining Committee who is in the employ of the Employer shall have the right to attend meeting(s) of the Committee, held within normal working hours, without loss of remuneration.

10.06 Education on the Job

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the employees' lunch period or following the regular working day. The program shall be subject to prior approval of the Employer and the availability of space.

10.07 Exit Interview

In the event that an exit interview is conducted with a departing bargaining unit employee, the Employer agrees that a Steward or Union representative may attend the interview at the request of the employee.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a Steward, whose duties shall be to assist any employee who the Steward

represents in preparing and in presenting her/his grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize him/her.

11.03 Grievance Committee

The Employer shall recognize a Grievance Committee as elected by the Union.

11.04 Permission to Leave Work

The Employer agrees that Stewards shall be permitted to investigate disputes arising from the application of this Collective Agreement. However, the Union recognizes that each Steward is employed to perform full-time work during working hours, except to perform her/his duties under this Agreement. Therefore, no Steward shall leave her/his work without obtaining the permission of her/his supervisor, which permission shall not be withheld unjustly.

11.05 Definition of Grievance

A grievance shall be defined as an alleged violation of this Collective Agreement, including such factors as the administration, application and interpretation of this Agreement, as well as working conditions.

11.06 Settling of Grievance

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

- Step 1: The aggrieved employee(s) shall submit the grievance to her/his Steward within fifteen (15) working days of the event giving rise to its occurrence.

- Step 2: The employee or Union may submit a grievance to the Executive Director, or her/his designate which must be in written form. Such written grievance must be submitted within fifteen (15) working days of the occurrence of the event which gave rise to the grievance. The Executive

Director or her/his designate to whom the grievance was submitted, shall submit the answer in writing within fifteen (15) working days of the filing of the grievance.

Step 3: Failing a satisfactory settlement being reached in Step 2, the Union may refer the dispute to arbitration within ten (10) working days of the receipt of the Executive Director or her/his designate's written decision.

11.07 Policy of Group Grievance

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

11.08 Grievances on Safety

An employee may file a grievance at the second step of the Grievance Procedure for preferred handling on a matter arising from alleged unsafe working conditions.

11.09 Facilities for Grievance Meetings

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

11.10 Supplementary Agreements

Signed supplementary agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration Procedures.

11.11 Failure to Act Within Limits

If the Griever or the Union fail to process a grievance to the next step in the Grievance Procedure within the time limits specified, they shall not be deemed to have prejudiced their position on the processing of any future identical grievances.

ARTICLE 12 – ARBITRATION

12.01 Arbitration

When the Union indicates that they intend to submit a grievance(s) to arbitration, advice to this effect shall be made by Registered Mail addressed to the Executive Director of the Agency.

Disposition of Arbitration cases shall be handled by a single Arbitrator, selected and agreed upon by both parties. If the parties fail to agree on an Arbitrator within ten (10) working days of notification, the appointment shall be made by the Minister of Labour, upon request of either party.

12.02 Arbitration Procedure

The Arbitrator may determine her/his own procedure, but shall give full opportunity to all parties to present evidence and make representation.

12.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change the Agreement or to change, alter, modify, extend or amend any of its provisions.

12.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator within ten (10) working days to reconvene the proceeding in order to clarify the decision.

12.05 Expenses of the Arbitrator

Each party shall pay one-half of the fees and expenses of the Arbitrator.

12.06 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties in writing.

12.07 Witnesses

At any stage of the Grievance or Arbitration Procedures, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses.

ARTICLE 13 – DISCIPLINE, SUSPENSION AND DISCHARGE

13.01 Discipline, Suspension and Discharge Procedures

- a) An employee who has completed his or her probationary period may be disciplined, suspended or discharged but only for just cause.

When an employee is disciplined, suspended or discharged, he or she will be advised by the Employer that they may be accompanied by a Union representative at the time of the disciplinary, suspension or discharge meeting. The reason for the discipline, suspension or discharge shall also be put in writing and not later than five (5) working days subsequent to such meeting and provided to the employee and the Union.

- b) The Employer has the right to conduct an investigation, including but not limited to interviews with employees, without the presence of a Steward or Union representative. However, an employee who is the subject of such investigation may be accompanied by a Steward or Union representative in all meetings with the Employer concerning such investigation. Any other employee may elect to have a Steward or Union representative present during a meeting with the Employer concerning such investigation.

The Employer may, at its discretion, suspend an employee pending the results of an investigation. Such suspension shall be with pay and without loss of any seniority or any benefit.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11 - Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.

13.03 Unjust Suspension or Discharge

An employee who has been judged to have been unjustly suspended or discharged shall be immediately reinstated to his or her former position without loss of seniority. He or she shall be compensated for all time lost at the rate of pay applicable at the time of the suspension or discharge, including any increases that may have occurred during the period, subject to the power of the Arbitrator to substitute such other penalty for the suspension or discharge as to the Arbitrator seems just and reasonable in all the circumstances, or as otherwise mutually agreed between the Employer and the Union.

13.04 Warnings

Whenever the Employer or a deputy deems it necessary to censure an employee, in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Employer shall within five (5) working days thereafter give written particulars of such censure to the Secretary of the Union and the employee involved.

13.05 Personnel Records

An employee has the right to review information contained in the personnel file in the presence of the Executive Director or her/his designate. The employee has a right to make copies of any information they have access to.

All performance appraisals shall be placed in the employee's personnel file.

An employee shall have the right to respond in writing to any material contained in his/her personnel file and such response shall become part of the file.

ARTICLE 14 – SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit wide basis. Notwithstanding any other provision in this Agreement, an employee on pregnancy and/or parental leave shall accrue seniority and service.

Upon appointment to a permanent position, an employee shall be credited with any prior temporary service with the Agency. It is agreed that a temporary employee who moves to a permanent position must serve a probationary period in their permanent position.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. This list shall be posted starting in the month of January of each year for 30 days were the employees may communicate any errors or omissions.

An up-to-date seniority list shall be made available to the Union upon request including the name, address and phone number for each employee, position held, start date, status and the rate of pay.

14.03 Probation for Newly Hired Employees

A newly hired employee shall be on probation until he or she has worked ninety (90) days with the Employer, unless he or she was unable to work because of an accident or illness. In such cases the ninety (90) day period shall be extended to cover the period of absence due to the accident or illness. The employment of a probationary employee may be terminated at any time during the probationary period without just cause and at the sole discretion of the Employer.

The employee shall not have recourse to the grievance procedure provided that the Employer's decision is not made in bad faith or in a discriminatory manner.

A probationary employee shall not accrue seniority and shall have no seniority rights under this Agreement. However, upon successful completion of the probationary period, the employee shall be credited with seniority based on the employee's last date of hire.

14.04 Loss of Seniority

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

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

1. She/he is dismissed for just cause and is not reinstated;
2. She/he resigns;
3. She/he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
4. She/he fails to return to work within seven (7) calendar days following a layoff and after being notified by email and 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 her/his current status and up to date email contact information;
5. She/he is laid off for a period longer than one (1) year.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs inside the bargaining unit or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, on a bulletin board, for minimum of one (1) week, so that all members will know about the vacancy or new position.

When a vacancy occurs outside the bargaining unit or a new position is created outside the bargaining unit the Employer shall post notice of the position in the Employer's offices, on a bulletin board, for a minimum of one (1) week so that all members will know about the vacancy or new position. The Employer shall give first consideration to suitable, qualified existing employees before considering any outside candidate. However, this shall not prevent the Employer from advertising the position externally at the same time as the position is posted internally.

Notwithstanding the above, the Employer shall retain sole and exclusive discretion with respect to whether to fill any vacancy, whether inside or outside of the bargaining unit.

15.02 Information on Postings

Such notice as referred to above shall contain the following information: nature of position, qualifications and salary range.

15.03 Outside Advertising

The Union and the Employer agree that outside advertising and internal job postings may be processed at the same time.

The Union and the Employer agree applicants, if any, shall be notified of its disposition in writing within fifteen (15) working days following receipt of the application.

15.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer;
- 2) That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions within the bargaining unit, seniority shall be a major factor in determining the change, transfer or promotion, as long as the required qualifications are met.

15.05 Trial Period

The successful applicant to a position within the bargaining unit shall be placed on trial for a period of three months. The employee shall be declared permanent after a period of three months. In the event the successful applicant proves unsatisfactory in the position during the trial period, she/he shall be returned to her/his final position without loss of seniority and to the salary rate she/he had prior to the promotion, plus any salary increase that might have occurred in the interval. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position under the same conditions as described above. The Trial period may be extended by mutual agreement between the parties.

15.06 Union Notification

The Union shall be notified of all hirings, layoffs, recalls, and terminations of employment of employees holding jobs within the bargaining unit.

15.07 Training Courses

The Employer agrees that employees shall have the opportunity to take training courses which permit the development and expansion of skills required for their work with the Employer, such as seminars, education workshops, community college or university courses.

Where such a course is required by the Employer, the employee shall be reimbursed one hundred (100) percent of the incurred costs upon the provision of proof that they have successfully completed the course.

Where such course is taken at the request of the employee and upon approval of the Employer, the Employer shall, upon successful completion of said course, reimburse the employee fifty (50) percent of the tuition costs. Such approval of the Employer shall not be unreasonably withheld.

Where employees are reimbursed for training courses in accordance with this Article and where the reimbursed costs are greater than five hundred dollars (\$500.00), they are expected to continue their employment with the Employer for a period of one (1) year after the completion of the course.

Where an employee voluntarily leaves employment prior to one year after the completion of the course, the employee shall be responsible to reimburse the Employer for fifty percent (50%) of the cost of the course. The parties agree that where the employee fails to repay the Employer for fifty percent (50%) of the cost of the course, the Employer shall be authorized to withhold fifty percent (50%) of the cost of the course from the final paycheque of the employee.

15.08 Promotions and Staff Changes

Team Lead Pay:

An Employee appointed to a Team Lead role will receive a 3% premium to their salary as set out in Schedule A.

The Team Lead role will be based on the same criteria as Article 15.04 in regard to seniority and required qualifications.

ARTICLE 16 – LAYOFFS

16.01 Layoff and Recall – Definition of a Layoff

Layoff shall mean a reduction of more than seven (7) hours per pay period or the discontinuation of a position.

16.02 Employee Options Upon Receipt of Notice of Layoff

- (a) An employee in receipt of notice of permanent layoff shall have the following options:
- i) Accept the layoff and be placed on a recall list for a period of twelve (12) months; or
 - ii) Opt to retire if eligible under the terms of the pension plan; or
 - iii) Resign; or
 - iv) Exercise the right to displace or bump any other employee in the same or a lower paying classification provided that the employee exercising this right has more seniority than the displaced employee and is qualified to perform the work of the employee so displaced.

Employees wishing to exercise the option to bump must, within seven (7) calendar days of receipt of notice of layoff, advise the Employer of their preference, in writing. Employees who are displaced by way of the bumping process shall be deemed to be laid off in accordance with the notice to the Union and shall receive individual notice that they have been displaced and their options in accordance with this Article.

- (b) The right to bump shall not include the right to “bump up” in to a position with a higher job rate. Part-time employees shall be restricted from bumping full-time employees.

16.03 Role of Seniority in Layoffs

Both parties recognize that job security should increase with length of service. Therefore, in the event of a layoff employees, seniority shall be a factor in determining the order of the layoff.

16.04 Recall Procedure

Employees shall be placed on a recall list for a period of twelve (12) months from the date of layoff and shall be recalled in the order of their seniority, providing they are qualified to do the work.

16.05 No New Employees

No new employees will be hired until those laid off have been given an opportunity of recall, subject to qualifications for the work available.

16.06 Advance Notice of Layoff

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, she/he shall be paid in lieu of work for that part of twenty (20) days during which work was not available.

16.07 Continuation of Benefits

The Employer agrees to pay the full coverage for all Health and Welfare Plans for employees laid off for periods of less than three (3) months. In the event of a longer layoff employees so affected will be given the right to continue this coverage through direct payments, subject to the provision of the relevant plans.

16.08 Grievances on Layoffs

Grievance concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 – HOURS OF WORK

17.01 Work Day, Work Week

The normal daily hours of work of full-time employees shall be seven (7) hours per day exclusive of a thirty (30) minute or one (1) hour meal break and inclusive of two (2) fifteen (15) minute rest breaks. The resulting normal daily hours of work (start and stop times) will be determined by the mutual agreement of the Manager and the employee.

The bi-weekly hours of work for full-time employees shall be seventy (70) straight time hours. The Employer agrees not to schedule work on Saturday or Sunday without the agreement of any affected employee.

17.02 Hours of Work – All Employees

- (a) Full-time employees shall work seventy (70) hours, which may be averaged over a two-week period in accordance with client needs, exclusive of lunch break and inclusive of rest breaks.
- (b) All employees shall be responsible for their own schedule which shall be prepared on a weekly basis and entered into the employee's electronic calendar by the Friday before the upcoming week. All schedules shall be approved by a Manager. Such schedule shall total seventy (70) hours bi-weekly for full-time employees.

- (c) No overtime shall be a direct result of flex time.
- (d) As a result of the nature of the work of the employer, it is expected that employees will occasionally be required to work on a Saturday or Sunday. When work on a Saturday or Sunday is required, the employer shall first ask for volunteers to work. In the absence of volunteers the employer will schedule work for full-time employees on a Saturday or Sunday based on the requirements of the employer but will limit work on a Saturday or Sunday to a maximum of two (2) times per employee per year.

17.03 Compressed and Flex Hours

Compressed hours is the organization of the hours of work agreed to by the Employer and the employee to provide fewer but longer working days with start and stop times which meet operational requirements and as agreed to between the Manager and employee. Flex hours is the organization of the hours of work agreed to by the Employer and the employee to provide a flexible schedule with start and stop times which meet operational requirements and as agreed to between the Manager and employee. Any such modification of hours will be arranged so that the total number of hours worked bi-weekly is seventy (70).

The criteria necessary for operation of hours of work (compressed, flex) are:

- (i) The services provided to clients shall not be diminished.
- (ii) The operational needs of the Agency shall be met.
- (iii) No additional costs to the Employer will result from the implementation of the compressed hours.

Any compressed or flex hours of work schedule may be discontinued at any time by the Employer should the criteria in Article 17.03 cease to be met, or should changes in the hours of operation in the department require a change in the arrangement of hours comprising the compressed hours schedule.

Proposals for Compressed Hours of Work

The Union and the employee may submit proposals to the immediate supervisor to begin compressed hours.

The Union and the employee shall be informed of the decision regarding proposals within fifteen (15) working days of submission. The time limit may be extended if the proposal is not adequately documented.

There will be a four (4) month trial period and if during this period the criteria are not met, the compressed hours may be discontinued.

If the criteria are met during the trial period the compressed hours of work will remain in operation unless changed as provided for in Article 17.03.

ARTICLE 18 – OVERTIME

18.01 Overtime

Except in cases of emergency, all overtime shall be authorized and approved in advance by a Manager. For the purposes of this Article, “emergency” shall mean an event or situation which is unforeseen and which requires immediate attention and for which the advance authorization and approval of the Manager cannot be obtained.

All emergency overtime shall be submitted for approval within two days of occurrence.

For the purpose of calculating overtime, the hours worked by an employee in excess of an employee’s normal daily hours of work or an employee’s normal work week (both as defined in Article 17) shall be considered overtime. No overtime shall be a direct result of flex time.

Overtime shall be banked. Compensatory time in the form of paid time off shall be taken at the rate of one and one-half (1 ½) hours for each overtime hour worked, and shall be taken at a time or times mutually agreeable to the supervisor and the employee, within four (4) months of occurrence.

In the event that no mutually agreeable time or times can be reached and when compensatory time off is not taken within four (4) months of the day on which it was credited to the employee’s compensatory time bank, it shall be paid at the rate of time and one half (1 ½) times the employee’s hourly rate in the employee’s next regular pay period.

18.02 Records

Each employee shall make and keep a daily recording setting out therein the following:

- a) the number of hours she/he has worked each day;
- b) the hours during the day when she/he was at work;

18.03 Submission of Records

Each employee shall prepare a weekly work schedule the Friday for the following week, for review and approval by the Executive Director, or his/her designate. When the electronic calendar is used for this purpose, each employee must grant the Executive Director, or his/her designate access to the electronic calendar. Each weekly report shall be dated and the accuracy thereof shall be certified by the employee.

Monthly reports are submitted with any claim for time off with pay pursuant to this paragraph. The Executive Director, or her/his designate, may either approve or disallow any claim for time off with pay pursuant to this paragraph, provided that where the Executive Director, or her/his designate disallow such a claim the employee involved shall be entitled to file a grievance pursuant to the Agreement. The determination of whether an employee is entitled to claim time off with pay pursuant to this paragraph shall be based upon the matters required to be set out in the daily record pursuant to Article 18.02.

18.04 Verification of Records

The Employer shall be entitled to dispute the accuracy of any daily record submitted by an employee, in which event the proof of the accuracy shall be upon the employee.

18.05 Call Back

An employee who is required by the Agency to return to the work place after completion of her/his normal work day, shall be entitled to a minimum call in guarantee of two (2) hours at time and one half. This does not apply to flex hours.

ARTICLE 19 – HOLIDAYS

19.01 Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- November 11 – Remembrance Day the office will be opening at 12:30 p.m. to give employees the ability to attend Veteran Services

Employees shall be allowed one (1) float holiday in each calendar year for holidays that are not already approved. Employees must request their floating holiday prior to the date the Employee wishes to use their floating holiday.

19.02 Compensation for Holidays Falling on Days Off

Whenever any of the above-noted holidays falls on an employee's normal day(s) off, and is not proclaimed as being observed on some other day, the working day following the employee's last day off shall be deemed to be the holiday for the purpose of this Agreement.

19.03 Time off for Work on a Holiday

An employee who is required to work on any of the days listed in Article 19.01 shall be given overtime for working on such holiday.

ARTICLE 20 – VACATIONS

20.01 Length of Vacation

Employees shall receive vacation with pay in accordance with credited seniority prior to the commencement of the vacation as follows:

Less than one (1) year of completed service to receive vacation pay at the current rate of pay and accumulated at the rate of 1 2/3 days per month of completed service.

One (1) year to less than five (5) years of completed service to receive twenty (20) days vacation with pay at the current rate of pay based and accumulated on the basis of 1.667 days per month of completed service.

Five (5) years to less than ten (10) years of completed service to receive twenty-five (25) days vacation with pay at the current rate of pay and accumulated on the basis of 2.083 days per month of completed service.

Ten (10) years or more of completed service to receive twenty-seven (27) days vacation with pay at the current rate of pay and accumulated on the basis of 2.25 days per month of completed service.

20.02 Week between Boxing Day and New Year's Day

It is agreed that the operation shall be closed at noon on Christmas Eve day and shall reopen on the first working day after New Year's Day. Employees will receive this period as leave with pay and shall receive their regular pay for any regular working days that fall within this period.

20.03 Compensation for Holiday Falling Within Vacation Schedule

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

20.04 Vacation Pay on Termination

An employee terminating her/his employment at any time in her/his vacation year, before she/he has had her/his vacation, shall be entitled to a proportionate payment of salary in lieu of such vacation in accordance with the entitlement under article 20.01.

An employee terminating employment who has already taken unearned vacation shall have her/his final pay adjusted to reflect this overpayment.

20.05 Preference in Vacations

Requests for vacation time off shall be submitted to the Employer by not later than April 30th of each year. The Employer shall endeavour to accommodate employees' vacation requests subject to the operation of the agency. Conflict in vacation time requested (if any) shall be resolved in favour of the employee with more seniority. Requests for vacation time off received after April 30th shall be granted on a first-come, first-served basis.

20.06 Vacation Schedules

Vacation schedules shall be posted by May 15th of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

20.07 Unbroken Vacation Period

An employee shall be entitled to receive her/his vacation in an unbroken period unless otherwise mutually agreed upon by the employee and the Employer.

20.08 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during her/his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. A medical certificate by a qualified medical practitioner may be required after one (1) day of sickness. Proof of bereavement may be requested.

20.09 Vacation Period

Vacations may be taken at any time during the calendar year, subject to the advance written approval of the Executive Director.

20.10 Vacation Carryover

An employee must take all or part of the vacation leave earned in a calendar year. The employee shall be entitled to carry over into the next calendar year up to a maximum of fifteen (15) days vacation. However, 5 or the 15 days must be used before April 30th of the next calendar year.

20.11

An employee absent from the workplace, in receipt of Short Term Disability or Long Term Disability benefits, for greater than six (6) consecutive months will not continue to earn vacation credits until such time as they return to work for the Corporation.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick, medical appointment, or disabled because of an accident or illness for which compensation is not payable under the *Workers' Safety and Insurance Act*.

21.02 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee and credited on January 1st of each year. The accrual rate of one and one half (1-1/2) days for every month an employee is employed shall be utilized in the event an employee uses more time than would have been accrued and the employee leaves the organization.

In order to receive paid sick leave an employee must be absent from work by virtue of being sick, disabled, or medical appointments. An employee must contact the Employer at the start of each work day that the employee is absent; or alternatively where the employee knows in advance the expected duration of the absence, the employee shall advise the Employer of the expected date of his or her return as soon as he or she is aware of the expected date of return.

Should the expected return date change, the employee shall advise the Employer of the change as soon as he or she is aware of it.

21.03 Maximum Accumulation of Annual Sick Leave

The unused portion of an employee's sick leave shall accrue for her/his future benefit to a maximum of eighteen (18) days. However, unused sick leave shall have no cash value.

21.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all hours absent for sick leave.

21.05 Proof of Illness

An employee may, at the discretion of the Employer, be required to produce a certificate from a qualified medical practitioner for any period of absence due to illness in excess of three (3) consecutive working days, certifying that she or he has been absent due to illness or injury. Where the Employer exercises this discretion, the employee shall be so advised prior to his or her return to work. Where the employee incurs a cost or expense in obtaining a certificate, such cost or expense shall be reimbursed in full by the Employer.

Should there be a concern regarding an employee's ability to work, or work on a regular basis, the Employer shall have the right to refer the employee to a qualified medical practitioner of the employee's choice and at the Employer's expense.

21.06 Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, she/he shall not receive sick leave credits for the period of such absence, but shall retain her/his cumulative credit, if any, existing at the time of sick leave or lay-off.

21.07 Extension of Sick Leave

Upon receipt by the Employer of the medical certificate certifying that the employee is unable to perform the duties and responsibilities of her/his position due to illness, an employee with more than one year service who has exhausted her/his sick leave credits shall be allowed to anticipate extension of her/his sick leave to a maximum of fifteen (15) working days. The sick leave extension shall be repaid by the employee upon her/his return to duty through her/his normal monthly accumulation. The employee shall be held responsible for the fifteen working days extension and, should the full amount not be repaid, the Employer may deduct the amount due from the employee's salary.

21.08 Sick Leave Record

Immediately after the close of each calendar year, each employee may review the sick leave records of the Employer and verify that the accumulated sick leave record is correct. An employee is to be advised, on application, of the amount of sick leave to her/his credit.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Negotiation, Agreement Administration and Grievance Meeting Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiation, agreement administration and/or grievance meetings with the Employer, as called for by this Agreement.

22.02 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority may be granted, upon approval of the Employer, to a maximum of one employee away at a time elected or appointed to represent the Union at Union conventions. Such approval of the Employer shall not be unreasonably withheld.

In like manner, leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of CUPE, its affiliates or chartered bodies. Such leave shall have a maximum of twenty (20) person-days per year.

22.03 Bereavement Leave

Any employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave.

An employee shall receive a leave of absence of five (5) calendar days without loss of regular pay, in the event of the death of a member of their immediate family.

“Immediate family” shall be defined as the employee’s spouse (including same sex spouse, and/or common-law spouse), child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, grandparent, step-grandparent, sister-in-law, brother-in-law.

An employee shall receive a leave of absence of three (3) calendar days without loss regular pay, in the event of the death of an aunt or uncle, niece or nephew.

Additional leave for travelling may be granted, depending on the requirements. At the sole discretion of the Executive Director, additional leave may be granted where exceptional circumstances exist.

The leaves of absence shall be taken between the death and burial of the person.

22.04 Pregnancy and Parental Leave

22.04.01 Definitions – In this Article

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own and “child” has a corresponding meaning;

“same-sex partner” means either of two persons of the same sex who live together in a conjugal relationship outside marriage.

“spouse” means, a spouse as defined in section 1 of the *Family Law Act*, or either of two persons of the opposite sex who live together in a conjugal relationship outside marriage.

22.04.02

1) **Pregnancy leave** – A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

2) **When leave may begin** – An employee may begin her pregnancy leave no earlier than the earlier of,

- a) the day that is 17 weeks before her due date; and
- b) the day on which she gives birth.

3) **Exception** – Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

3.1) **Latest day for beginning pregnancy leave** – An employee may begin her pregnancy leave no later than the earlier of,

- a) her due date; and
- b) the day on which she gives birth

- 4) **Notice** – An employee wishing to take pregnancy leave shall give the employer,
 - a) written notice at least two weeks before the day the leave is to begin; and
 - b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

- 5) **Notice to change date** – An employee who has given notice to begin pregnancy leave may begin the leave,
 - a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

- 6) **Same, complication, etc.** – If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,
 - a) written notice of the day the pregnancy leave began or is to begin; and
 - b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

- 7) **End of pregnancy leave** – An employee's pregnancy leave ends, if she is entitled to parental leave, 17 weeks after the pregnancy leave began; if she is not entitled to parental leave, on the day that is the later of,

- a) 17 weeks after the pregnancy leave began, and
 - b) six weeks after the birth, still-birth or miscarriage.
- 8) **Ending leave early** – An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.
- 9) **Changing end date** – An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- 10) **Employee not returning** – An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.
- 11) **Exception** – Subsection (4) does not apply if the employer constructively dismisses the employee.

22.04.03

- 1) **Parental leave** – An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
- 2) **When leave may begin** – An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- 3) **Restriction if pregnancy leave taken** – An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

- 4) **Notice** – Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.
- 5) **Notice to change date** – An employee who has given notice to begin parental leave may begin the leave,
 - a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - b) a new written notice at least two weeks before the day set out in the original notice.
- 6) **If child earlier than expected** – If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
 - a) the employee's parental leave begins on the day he or she stops working; and
 - b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.
- 7) **End of parental leave** – An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 52 weeks after it began, otherwise.
- 8) **Ending leave early** – An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.
- 9) **Changing end date** – An employee who has given notice to end his or her parental leave may end the leave,
 - a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- 10) **Employee not returning** – An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it

expires without giving the employer at least four weeks' written notice of the termination.

- 11) **Exception** – Subsection (4) does not apply if the employer constructively dismisses the employee.

22.04.04

- 1) **Rights during leave** – During any leave under this Article, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- 2) **Benefit plans** – Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan.
- 3) **Employer contributions** – During an employee's leave under this Article, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

22.04.05

- 1) **Leave and vacation conflict – An employee who is on leave** under this Article may defer taking vacation until the leave expires or, if the employer and employee agree to a later date, until that later date if,
 - a) under the terms of the employee's employment contract, the employee may not defer taking vacation that would otherwise be forfeited or the employee's ability to do so is restricted; and
 - b) as a result, in order to exercise his or her right to leave under this Article, the employee would have to,
 - (ii) forfeit vacation or vacation pay, or
 - (iii) take less than his or her full leave entitlement.
- 2) **Leave and completion of vacation conflict** – If an employee is on leave under this Article on the day by which his or her vacation must be completed, the uncompleted part of the vacation shall be completed immediately after the leave expires or, if the employer and employee agree to a later date, beginning on that later date.

- 3) **Alternative right, vacation pay** – An employee to whom this section applies may forego vacation and receive vacation pay rather than completing his or her vacation under this section.

22.04.06

- 1) **Length of employment** – The period of an employee’s leave under this Article shall be included in calculating any of the following for the purpose of determining his or her rights under this Collective Agreement:
 - i) The length of his or her employment, whether or not it is active employment.
 - ii) The length of the employee’s service whether or not that service is active.
 - iii) The employee’s seniority.
- 2) **Exception** – The period of an employee’s leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.

22.04.07

- 1) **Reinstatement** – Upon the conclusion of an employee’s leave under this Article, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- 2) **Exception** – Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.
- 3) **Wage rate** – The employer shall pay a reinstated employee at a rate that is equal to the greater of,
 - (a) the rate that the employee most recently earned with the employer; and
 - (b) the rate that the employee would be earning had he or she worked throughout the leave.

22.04.08 Supplemental Unemployment Benefits (SUB)

Employees who have completed their probationary period for new employees prior to the commencement of pregnancy or parental leave shall receive a payment for the EI two-week waiting period, equal to the percentage of the

employee's normal basic salary for the EI leave period as prescribed by the Canada *Employment Insurance Act* as amended from time to time.

22.05 Leave of Absence without Pay (other than Pregnancy and/or Parental)

The Executive Director will consider granting a leave of absence without pay of up to twelve (12) months providing: (a) the employee has completed two years of service, (b) the application for leave of absence is made in writing as far in advance of the requested start date of the leave as reasonably possible, and (c) the Employer's operation will not be adversely affected.

The Executive Director will consider granting a leave of absence without pay of up to eight (8) weeks providing:

- (a) the employee has completed his or her probationary period,
- (b) the application for leave of absence is made in writing as far in advance of the requested start date of the leave as reasonably possible, and
- (c) the Employer's operation will not be adversely affected.

Where the approved leave of absence is in excess of eight (8) weeks, the employee shall not be entitled to receive or accrue any of the following: pay for public holidays which occur during the leave of absence, paid sick leave days, or bereavement leave.

22.06 Personal Leave

An employee shall be entitled to up to five (5) days per year of leave with pay in order to attend to the needs of a family member (including but not restricted to child care problems, a sick family member, or time off for an expectant father at the birth of his child) to attend to household emergencies or moving one's household (to a maximum of one day annually). Personal leave days shall be credited to each employee at the start of each calendar year, with no carry over to the following year. An employee shall advise the Employer of his or her intention to take personal leave as far in advance as reasonably possible of the first day of leave. If the employee takes one-half day of personal leave or less the Employer may deem the employee to have taken one-half day of leave on that day for the purposes of determining the employee's remaining entitlement. If the employee takes more than one-half day of personal leave but less than one full day of personal leave, the Employer may deem the employee to have taken one full day of leave on that day for the purposes of determining the employee's remaining entitlement.

22.07 Examination Leave

An employee shall be entitled to a leave of absence with pay and without loss of seniority or benefits while writing examinations approved by the Executive Director which upgrade his or her employment qualifications.

22.08 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence, if reasonable notice is provided, without loss of seniority to an employee who is required to act as a juror or witness in a judicial proceeding to which the Crown is a party. The Employer shall pay such an employee the difference between her/his normal earnings and the payment s/he receives for jury service or court witness, 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 required to serve as a court witness in any matter arising from her/his employment shall be considered as time worked at the appropriate rate of pay.

22.09 Compassionate Care Leave/Family Compassionate Leave

Upon advising the Employer of the need for the leave, employees shall be granted an unpaid leave of up to eight (8) weeks to care for a seriously ill family member. The employee must provide a certificate from a qualified Health Practitioner, stating that the ill family member has a serious medical condition with a significant risk of death occurring within a twenty-six (26) week period.

During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. Upon return from leave, the employee will be placed in the position most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

During the two (2) weeks EI waiting period, the Employer will provide payment to the employee, equal to the percentage of the employee's normal basic salary for the EI leave period as prescribed by the *Canada Employment Insurance Act* as amended from time to time.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

The Employer shall pay wages as per the attached Schedule by direct deposit or by cheque every second Thursday. The Employer shall make reasonable efforts

to ensure that the direct deposit is made at the beginning of the banking day. Each employee shall be provided with an itemized statement of her/his wages, other supplementary pay, deductions and withholdings.

23.02 Equal Pay for Work of Equal Value

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

23.03 Kilometrage Allowance

Employees authorized to use their own automobiles for the Employer's business shall be paid at the rate of:

Effective January 1, 2023: fifty-eight (0.58) cents per km.

23.04 Legal Fees

The Employer shall pay all legal fees arising out of defence of an employee charged in any court as a result of performing her/his duties in a professional manner for the Employer.

23.05 Acting Pay

When an employee is required by the Employer to perform the duties of a higher position on an acting basis for not less than one (1) consecutive working days, she or he shall receive additional compensation for the period of such assignment as follows: ten (10) percent of her or his regular salary or the minimum salary in the salary range for the higher position, whichever is greater.

23.06 Severance Pay

An employee who has five years' service or more with the Employer shall, upon the termination of his or her employment relationship with the Employer (except in the event that the employee is discharged for cause or resigns) receive one week of regular pay for each year of completed service.

ARTICLE 24 – JOB DESCRIPTION AND CLASSIFICATIONS

24.01 Job Description

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent and submit them to the Union within thirty (30) days of the signing of this Agreement.

The Union may then initiate discussions with the Employer on the substance of these job descriptions.

24.02 Changes in Classification

When a position not covered in Schedule "A" is established by the Employer during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute may be submitted to Grievance and Arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 - JOB SECURITY

25.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no reduction of salary on account of contracting out.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Bulletin Boards

The Employer shall provide a Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and any other notice relating to legitimate business as may be of interest to the employees.

26.02 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

26.03 Notice of Resignation

Whenever possible, an employee shall give four (4) weeks' notice of resignation.

26.04

It is understood that Legislation can be amended from time-to-time. Therefore, should any legislation be enacted which would provide a greater right or benefit to employees than those provided for in this Collective Agreement, the greater rights and benefits in the legislation shall prevail.

ARTICLE 27 – PRESENT CONDITIONS AND BENEFITS

27.01 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue insofar as they are consistent with this Agreement but may be modified by the Employer as long as the modification is reasonable and is for a *bona fide* business or financial purpose, and as long as the Employer has consulted with the Union prior to any modification.

However, the Employer shall continue to provide parking for mentoring coordinators, program staff and fund development officer free of charge. The Employer shall also continue to provide private offices wherever possible (or, where not possible, private meeting space) for mentoring coordinators, program staff and fund development officer. The Employer shall also continue to provide a refrigerator, microwave, sink and a dedicated space for this

27.02 Harassment

The Union and the Employer recognize the right of employees to work in an environment free of harassment.

27.03 Adverse Reports

Adverse reports are removed from an employee's file after eighteen (18) months.

27.04 Errors and Omissions Insurance

The Employer shall not reduce its errors and omissions insurance coverage.

27.05 Workplace Safety and Insurance Board Pay Supplement

An employee prevented from performing her or his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Ontario Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and her/his regular salary, up to six (6) months.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and remain in effect from January 1, 2023 to December 31, 2025 and shall continue from year to year thereafter, unless either party gives the other party notice in writing, within the period of ninety (90) days before the Agreement ceases to operate, of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation.

28.02 Changes in Agreement

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

28.03 Agreement to Continue in Force

If neither party submits proposals to change or amend this Agreement as provided in Article 28.01 above, or, once having entered into negotiations to change or amend the Agreement, the Agreement shall remain in force as provided under the *Ontario Labour Relations Act*.

ARTICLE 29 – SALARY AND BENEFITS

29.01 Salary

Salary and wages shall be as set out in Schedule “A” which is attached to this Agreement, and amended as follows:

- (a) Effective January 1st, 2023: 1.8%
- (b) Effective January 1st, 2024: 2.0%
- (c) Effective January 1st, 2025: 2.0%

29.02 Benefits

Benefits for all permanent employees shall be as set out in Schedule “B” which is attached to this Agreement. The benefits and plans of insurance referred to therein are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by any insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence of and extent of benefits and conditions.

The Employer's only obligation is to pay the amount of benefit premiums contracted for. The Employer shall not be considered to be an insurer with respect to any benefit or plan referred to.

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

ARTICLE 30 – HEALTH AND SAFETY

30.01

The Employer and the Union recognize the need for a safe working environment in accordance with the provisions of the *Occupational Health & Safety Act* of Ontario.

30.02

A joint Health and Safety Committee will be established. The Committee will have an equal number of bargaining unit and management members and will not consist of more than two (2) of each. The parties agree to co-operate towards improving conditions by such means as the education of employees in workplace safety and safe working habits.

Dated at Ottawa this 02 day of February 2023.

FOR THE EMPLOYER


Susan Ingram (Feb 3, 2023 14:29 EST)

Susan Ingram

FOR THE LOCAL


Stephanie C Gaudreau (Feb 6, 2023 12:31 EST)

Stephanie Chretien-Gaudreau

BBBSO WAGES

<u>JOB TITLE</u>	<u>START RATE</u>	<u>1 YR RATE</u>	<u>2 YR RATE</u>	<u>3 YR RATE</u>	<u>4 YR RATE</u>	<u>5 YR RATE</u>
Receptionist	\$35,345.60	\$36,142.26	\$36,938.91	\$37,735.58	\$38,532.24	\$39,328.88
Admin. Assistant/Program Assistant	\$42,430.80	\$43,493.01	\$44,555.21	\$45,617.41	\$46,679.65	\$47,741.85
Program Coordinator	\$46,150.45	\$47,596.99	\$49,043.52	\$50,490.05	\$51,936.59	\$53,383.13
Mentoring Coordinator	\$49,556.22	\$51,149.52	\$52,742.84	\$54,336.16	\$55,929.47	\$57,522.78

EFFECTIVE JAN 1, 2024 (2.0 % Increase)

<u>JOB TITLE</u>	<u>START RATE</u>	<u>1 YR RATE</u>	<u>2 YR RATE</u>	<u>3 YR RATE</u>	<u>4 YR RATE</u>	<u>5 YR RATE</u>
Receptionist	\$36,052.51	\$36,865.11	\$37,677.70	\$38,490.30	\$39,302.88	\$40,115.46
Admin. Assistant/Program Assistant	\$43,279.42	\$44,362.87	\$45,446.32	\$46,529.76	\$47,613.24	\$48,696.69
Program Coordinator	\$47,073.46	\$48,548.93	\$50,024.40	\$51,499.85	\$52,975.32	\$54,450.79
Mentoring Coordinator	\$50,547.34	\$52,172.52	\$53,797.71	\$55,422.88	\$57,048.06	\$58,673.24

EFFECTIVE JAN 1, 2025 (2.0 % Increase)

<u>JOB TITLE</u>	<u>START RATE</u>	<u>1 YR RATE</u>	<u>2 YR RATE</u>	<u>3 YR RATE</u>	<u>4 YR RATE</u>	<u>5 YR RATE</u>
Receptionist	\$36,773.56	\$37,602.41	\$38,431.25	\$39,260.10	\$40,088.94	\$40,917.77
Admin. Assistant/Program Assistant	\$44,145.00	\$45,250.13	\$46,355.24	\$47,460.36	\$48,565.50	\$49,670.62
Program Coordinator	\$48,014.93	\$49,519.91	\$51,024.88	\$52,529.85	\$54,034.83	\$55,539.80
Mentoring Coordinator	\$51,558.29	\$53,215.97	\$54,873.66	\$56,531.34	\$58,189.02	\$59,846.70

1. All employees hired subsequent to date of ratification shall be hired at the start rate.
2. An employee shall move to the 1-year rate on the first anniversary of their employment with BBBSO (including any prior employment with Big Sisters of Ottawa-Carleton or with Big Brothers of Ottawa). Similarly, employees shall move to the 2 year and subsequent rates on their second and subsequent anniversaries of employment.

Schedule "B" – Benefits

Benefits

The Employer shall pay the indicated percentage of the premiums of the following plans for all employees covered by this Agreement.

1. It is agreed that employees desiring Life Insurance coverage may elect a maximum coverage of double their salary with the Employer paying eighty (80%) percent of the premium.
2. It is agreed that the employee desiring Dependent Life Insurance coverage may elect a coverage as stated by the plan carrier with the Employer paying eighty (80%) percent of the premium.
3. Long Term Disability Plan: The Employer will pay eighty (80%) percent of the premium.
4. Extended Health Care: The Employer pays eighty (80%) percent of the premium. Eye care benefit will be \$300.00.
5. Accidental Death and Dismemberment: On a maximum coverage of double their salary, the Employer will pay eighty (80%) percent of the premium.
6. Dental Plan: The Employer will pay eighty (80%) percent of the premium.
7. Multi-Sector Pension Plan

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

7.01

- (a) "Plan" means the Multi-Sector Pension Plan,
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday; and
 - ii) holiday pay, for the hours not worked; and
 - iii) vacation pay; and
 - iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness.

Applicable wages includes any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace;

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

- (c) “Eligible employee” means all employees in the bargaining unit.
- 7.02 Commencing January 1, 2009, each eligible employee shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- 7.03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- 7.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- 7.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, CH. P-8, required pursuant to the *Income Tax Act* (Canada) which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article .05 of the agreement include:

i) To Be Provided Once Only at Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

ii) To Be Provided With Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Annually but no later than December 1st

- Current complete address listing

7.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule "B".

8. Employee Assistance Program: The Employer will pay eighty (80%) percent of the cost for premiums and twenty (20%) percent of the cost of premiums will be paid by the employee for an employee assistance program.

Schedule "C"

Participation Agreement

The Agreement made this 8th day of December, 2008.

between

Big Brothers Big Sisters Ottawa

(the "Employer")

and

Multi-Sector Pension Plan by its Trustees

(the "Trustees")

In consideration of the Employer becoming a participating Employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective Agreement between the Employer and Local 1986 of the CUPE (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the Collective Agreement dated the 1st day of January, 2009 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated *January 1, 2002*, as amended ("Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of trust.
3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not

have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan, this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.

5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, CH. P-8, as amended and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each eligible employee is as follows:

- i) To be provided once only at plan commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
Gender

- ii) To be provided with each remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, to late enrolment by the Employer
- iii) To be provided initially and as status changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status