

COLLECTIVE AGREEMENT

between

COUNSELLING AND FAMILY SERVICE OTTAWA

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2898**

For the period

April 1, 2022 - March 31, 2025

CUPE • SCFP

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ARTICLE 1 - PURPOSE

It is the purpose of the parties to this Agreement:

- 1) to maintain the existing harmonious relations between the EMPLOYER and the employees represented by the Union,
- 2) to recognize the value of discussions and negotiations in matters pertaining to this Collective Agreement,
- 3) to encourage efficiency in operations,
- 4) to promote the morale, well-being and security of all employees in the Bargaining Unit.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the EMPLOYER to:

- a) maintain order and efficiency, and to this end to make and alter from time to time reasonable rules and regulations to be observed by the employees,
- b) hire, discharge, discipline, promote, demote, suspend, lay-off and transfer employees, subject to the terms of this agreement,
- c) generally, manage the operations in which the EMPLOYER is engaged, and without restricting the generality of the foregoing, to determine the nature of the work to be undertaken, and methods of operation.

ARTICLE 3 - STRIKE OR LOCK-OUTS

There shall be no strikes or lock-outs or interruption of work during the term of this Agreement.

ARTICLE 4 - RECOGNITION/UNION ACTIVITY

4.01 Bargaining Unit

The EMPLOYER recognizes the CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2898 as the sole collective bargaining agent for all employees of the Counselling and Family Service Ottawa Ontario, currently saving and excepting the Executive Director, the Administrative Assistant/Office Manager, Supervisors, Manager of Operations and Accountant.

4.02 Work of the Bargaining Unit

Persons, whose jobs paid or unpaid, who do not form part of the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, unless by mutual agreement of the parties. Management staff are exempt from this article and will continue to do work of the bargaining unit as the need arises.

Students in co-operative education programs are also exempt from this article while they are doing their placement at the agency.

Volunteers who are providing services that enhance existing services to clients are also exempt from this clause.

Management will discuss and seek agreement with the Union through Labour Management Meetings on any volunteer program prior to the initiation of such a program.

4.03 Definition of Employee

a) Full-time Employee

A Full-time employee shall be deemed to be an employee who regularly works 35 hours a week.

b) Part-time Employee

A Part-time employee shall be deemed to be an employee who regularly works less than 35 hours a week.

c) Temporary Employees

It is agreed that temporary employees shall, if doing Bargaining Unit work, pay dues to the Union. A temporary employee is one who is employed for a specified time period, to, for example, replace an employee who is ill, on leave of absence, or on maternity leave. The time period shall not be less than two (2) months and shall not exceed twelve (12) months. This period may be extended upon mutual

agreement and confirmed in writing no less than two (2) weeks before the expiry of the term. Temporary employees will have the right to apply for a posted position upon completion of half of their term.

Temporary employees shall be covered by all provisions of the Collective Agreement, save and except:

- a) Employee Benefit Plans as described later herein this Agreement,
- b) The right to grieve their discharge at the end of their term/contract.

4.04 Sessional Employees

Sessional Employees are defined as employees who work seven (7) hours or less per week per sessional contract and who are hired on a contractual basis for a specific period of time not to exceed twelve (12) months. Sessional Employees may have up to two (2) concurrent or overlapping contracts. Sessional employees are paid an hourly rate in accordance with Salary Scale.

Sessional Employees are covered by the Collective Agreement except that the following clauses shall not apply unless specified otherwise:

4.06 New Classification/Positions

The Employer shall provide to the Union a list of job duties and total hours per week for each Sessional Employee.

7.03 Interviewing Opportunity

This provision shall be limited to fifteen (15) minutes.

14.01 Seniority Defined

All employees, including sessional employees are considered as being on a single integrated seniority list. However, for administrative reasons arising from the irregular nature of sessional employees' employment, a separate list of sessional employees shall be maintained by the Employer showing seniority of such employees.

Such list shall be readily accessible upon reasonable notice.

Sessional employees shall retain seniority for a period of up to twelve (12) calendar months between sessional assignments.

14.03 Probationary Employees

This provision shall apply except the probationary period shall be the length of the initial sessional contract.

16. Lay-offs and Recalls

The end of a sessional contract is not a lay-off.

17. Hours of Work

18. Overtime

19. Holidays

20. Vacation

Sessional Employees shall receive eight percent (8) of earnings as vacation pay in lieu of paid vacation.

21.07(b) Sick Leave Accumulation

Sessional Employees shall accumulate sick leave credits on the same pro rata basis as Part Time Employees.

21.07(c) Sick Leave Advance

22 Leave of Absence

These employees shall be allowed paid bereavement leave equivalent to the regularly scheduled hours during a one week period when the death occurs (maximum 7 hours).

Parental Leave provisions at article 22.06 shall apply. Special Leave shall be allowed with pay as follows:

- a) **Parenthood** - leave granted equivalent to the regularly scheduled hours during a one week period;
- b) **Adoption** - leave granted equivalent to the regularly scheduled hours during a one week period;
- c) **Illness in Family** - leave granted up to a maximum of the regularly scheduled hours during a one week period;
- d) **Family Circumstances** - leave granted up to a maximum of the regularly scheduled hours during a one week period;
- e) **Marriage** - leave granted up to a maximum of the regularly scheduled hours during a one week period;

- f) **Flood or Fire** - leave granted up to time regularly worked in a week if occurs within 24 hours (flood) or 48 hours (fire) of scheduled hours.

23.03 Educational Advancement

23.04 Prepaid Leave Plan

23.05 Stress Management

27. Employee Benefit Plans

4.05 Employees who work seven (7) hours or less per week in a non- clinical position

Employees who work seven (7) hours or less per week in a non-clinical position are covered by the Collective Agreement except that the following clauses shall not apply unless specified otherwise:

4.06 New Classification/Positions

The Employer shall provide to the Union a list of job duties and total hours per week for each employee who works seven (7) hours or less per week in a non-clinical position.

7.03 Interviewing Opportunity

This provision shall be limited to fifteen (15) minutes

17. Hours of Work

18.02 Administration of Overtime

All overtime must be required by the Employer and shall be paid at time and one-half the employee's normal hourly wage rate.

21.07(c) Sick Leave Advance

22.08(g) Leave of Absence

These employees shall be allowed paid bereavement leave equivalent to the regularly scheduled hours during a one week period when the death occurs (maximum 7 hours).

Parental Leave provisions at Article 22.06 shall apply.

Special Leave shall be allowed with pay as follows:

- (a) Parenthood B leave granted equivalent to the regularly scheduled hours during a one week period;
- (b) Adoption B leave granted equivalent to the regularly scheduled hours during a one week period;
- (c) Illness in Family B leave granted up to a maximum of the regularly scheduled hours during a one week period;
- (d) Family Circumstances B leave granted up to a maximum of the regularly scheduled hours during a one week period;
- (e) Marriage B leave granted up to a maximum of the regularly scheduled hours during a one week period;
- (f) Flood or Fire B leave granted up to time regularly worked in a week if occurs within 24 hours (flood) or 48 hours (fire) of scheduled hours.

23.03 Educational Advancement

23.04 Prepaid Leave Plan

23.05 Stress Management

27. Employee Benefit Plans

4.06 New Classifications and/or New Positions

Where a new job is created, or where existing job duties are substantially changed including hours of work, and travel, the UNION will be given five (5) weeks' prior notice to allow the parties to meet and to discuss prospective changes.

4.07 The UNION agrees that there will be no UNION activities or meetings on the EMPLOYER's premises except as contemplated by this agreement or as may be specifically approved by the EMPLOYER. Approval will not be unreasonably withheld.

4.08 Successor Rights

In the event of amalgamation, regionalisation, merger, or transfer, CUPE local 2898 has successor rights as per the labour Relations Act of Ontario. In its negotiations regarding amalgamation, regionalisation, merger or transfer of any or all programs of the Agency, the EMPLOYER recognizes that Section 13 (2) of the Employment Standards Act provides protection for employees (in this agreement CUPE Local 2898 members) regarding both employment and seniority, however the EMPLOYER will also obtain written assurance from the third party or parties that all employees who are members of CUPE Local 2898 will retain their jobs for a minimum of one year. Employees will not be required to re-apply to the third party organization as per Sec. 13(2) Employment Standards Act. Employees will retain any and all benefits accrued while in the employ of Counselling and Family Service Ottawa, including accrued sick leave, and vacation credits. Any reorganization of the third party organization will recognize the seniority of workers accrued while working at Counselling and Family Service Ottawa.

In order to ensure an orderly transition, in the event of amalgamation, regionalisation, merger, or transfer, the EMPLOYER will make every effort to involve a representative of CUPE Local 2898 in the discussions with any third party. The Local will be informed of any information

received, and/or action taken by the EMPLOYER regarding the above.

ARTICLE 5 - NO HARASSMENT/AFFIRMATIVE ACTION

5.01 The parties agree to recognize the provisions of the Ontario Human Rights Code.

5.02 No Discrimination/Harassment Clause

- a) Pursuant to the Human Rights Code and Charter of Rights and Freedoms, the EMPLOYER agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, gender, sex or marital or parental status, sexual orientation, family relationship, place of residence, disability nor by reason of their membership or activity in the union, or any other reason.

b) Harassment Policy

PREAMBLE

Discrimination and harassment create a poisoned working environment. They can have a direct effect on the employee's well being, job performance, productivity, and contribution in the workplace.

STATEMENT OF PRINCIPLES

The EMPLOYER recognizes that it is their legal responsibility to maintain a workplace which is as free of harassment as possible, and which respects the dignity of individuals. Both the Union and the EMPLOYER are committed to the maintenance of a harassment free work environment.

APPLICATION

This policy applies to all full-time, part-time, temporary and sessional employees of Counselling and Family Service Ottawa (C.F.S.), whether they are represented by the Union or employed in non-unionized or managerial positions.

This policy does not apply to person employed by C.F.S. on a short-term, time- limited basis who are not involved in direct service.

DISCRIMINATION

Neither the EMPLOYER nor the Union shall discriminate against intimidate, or coerce in any manner, an employee or any other individual because of: race, colour, age, creed, national origin, political or religious affiliation, gender, sex, sexual orientation, ancestry, marital status, family relationship, disability or place of residence.

HARASSMENT

The EMPLOYER and the Union agree that no form of harassment shall be tolerated in the workplace. The EMPLOYER recognizes their obligation to take steps to deal with harassment once a complaint has been duly lodged and/or once the EMPLOYER is made or has become aware of the situation.

Definitions

Harassment is defined as any improper behavior by a person employed by Counselling and Family Service Ottawa that is directed at and is offensive to any other employee of C.F.S. and which a person knew or ought reasonably to have known, would be unwelcome. It includes: objectionable conduct, comment or display likely to demean, belittle, or cause personal humiliation or embarrassment to an employee.

Harassment also includes abuse of authority. This refers to an individual's improper use of power and authority inherent in the position held to: endanger an employee's job, undermine job performance, threaten the employee's economic livelihood, or otherwise inappropriately and adversely interfere with the career of such an employee. It includes such acts or misuses of power as: intimidation, threats, blackmail or coercion.

Harassment does not include: appropriate and regular supervising or monitoring of an employee's attitude at work by the EMPLOYER, the EMPLOYER's well-founded expression of concern regarding an employee's work attitude and performance at the time of the occurrence, or concerns discussed with the desire to assist in improving an employee's work performance.

Harassment does include sexual harassment.

Sexual harassment is defined as: any unwanted sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature or which is demeaning to a person because of their gender, when submission to or acceptance of that conduct is made explicitly or implicitly a condition of a person's employment, the basis for employment decisions affecting that person, or when the conduct creates an intimidating, hostile or offensive work environment.

Sexual harassment shall include, but not be limited to:

1. Inappropriate physical contact of a sexual nature
2. Unwelcome sexually-oriented comments, remarks or behaviour
3. Leering at a person's body
4. Unwelcome comments with sexually oriented tones about a person's physical appearance and/or lifestyle
5. Display of pornographic and/or offensive material such as posters, graffiti, calendars
6. Compromising invitations
7. Demands for sexual favors

8. Sexual Assault

Fraternalization or consensual social relationships are not examples of sexual harassment.

Management Rights and Responsibilities to Address Harassment and Discrimination

Management has the responsibility to stop any form of harassment once it is aware that harassment exists. Management is responsible to deal with any active or passive acts of harassment whether they witness such an act or are made aware of specific incidents.

In the event of a formal complaint of harassment or discrimination, management has an obligation to act quickly upon information concerning such a complaint. In addressing the complaint, management is responsible for:

- (1) Advising involved employees not to subject any individual who is a party to a complaint - complainant, witness or alleged harasser - to any reprisals;
- (2) Initiating, in consultation with appropriate individuals, remedial procedures with respect to discrimination, harassment, or reprisal as quickly as possible upon becoming aware of it;
- (3) Protecting the confidentiality of all parties and witnesses to the complaint to the greatest degree possible;
- (4) Ensuring that documentation relating to the complaint remains confidential;
- (5) Following a thorough investigation with all individuals concerned, resolving the complaint and pursuing with corrective action;
- (6) Following up to ensure that the situation has been resolved, and informing employees in a general way about the resolution of the complaint;
- (7) Maintaining the personal and sexual harassment complaints file which will be kept separate from the personnel files.

Management is responsible for providing orientation on the harassment policy for all existing staff and every new employee of C.F.S.

Criminal Offenses

If the EMPLOYER believes that a criminal offense has occurred, this will be reported to the police.

Employee Rights and Responsibilities

No employee shall harass or participate in the harassment of another employee.

Harassment of another employee constitutes a disciplinary infraction subject to disciplinary measures.

All employees have the responsibility to identify and constructively challenge harassment in the workplace, and to participate in good faith towards a fair resolution of those problems. Employees who believe they are being harassed are encouraged to contact their supervisor or the Executive Director.

Complainants have the right

- a. to file a complaint and to obtain a review of their complaint without fear of embarrassment or reprisals, through the special redress procedure established in accordance with this policy;
- b. to be represented and accompanied during interviews related to their complaint by a UNION representative if the complainant is a union member; or by a person of their choice within the organization, if the complainant is a non- UNION or managerial employee;
- c. to ensure that their written complaint or written comments related to the fact that the employee has lodged a complaint be excluded from their file, except where the complaint is found to be process vindictive or vexatious;
- d. to be kept informed of the process and outcome of the investigation.

Complainants have the responsibility

- a. to clearly and firmly make known to the alleged harasser that the conduct or comment is objectionable and must stop;
- b. to report incidents of harassment as soon as possible to the EMPLOYER where circumstances prevent the complainant from taking action, or the action taken was unsuccessful;
- c. to cooperate with the investigation of the complaint.

Persons Against Whom a Complaint has been lodged have the right

- a. to be informed immediately that a complaint has been filed;

- b. to be presented with a written statement of allegations and to be afforded opportunity to respond to them;
- c. to be represented and accompanied during the interviews related to the complaint by a union representative if the person against whom a complaint has been lodged is a union member; or by a person of their choice within the organization, if they are a non-union or managerial employee;
- d. to receive fair treatment in an environment free of harassment and discrimination;
- e. to be informed of the process and outcome of the investigation.

Investigation

Investigation of a complaint is the responsibility of management and, where the Executive Director finds it warranted, will be done by an independent third party. A list of consultants who could do investigations will be compiled and updated annually; the list is to be approved by both Management and UNION.

Confidentiality

Both parties agree that all proceedings and results thereof will be dealt with in the strictest confidence. The EMPLOYER will not disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint and for taking disciplinary measures.

All persons involved in the investigation process including third party investigators or other persons external to the agency will be bound by the strictest limits of confidentiality and will be required to sign a confidentiality form.

Disciplinary Action Against the Harasser

When a person has been found guilty of harassment, the EMPLOYER will take disciplinary and/or corrective measures considered appropriate.

A notice of disciplinary action resulting from a harassment complaint will be placed in the harasser's personnel file and will be treated according to the Collective Agreement.

Supportive/Counselling Services

The EMPLOYER will make available appropriate supportive and/or counselling services required by employees who have experienced workplace harassment.

Action for Vindictive or Vexatious Complaints

Where a complaint is determined to be of a vindictive or vexatious nature, the EMPLOYER may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to the Collective Agreement.

If the grievance is submitted to arbitration, the harassment file and the written report of the investigation will form part of the evidence in arbitration proceedings.

Withdrawal of the Complaint

If the complainant withdraws the complaint, the Executive Director or their designate will:

- 1) determine the reasons for the withdrawal of the complaint;
- 2) assess the Agency's position with regard to vicarious liability (Vicarious liability is the responsibility the Agency has for the discriminatory conduct of its employees in the course of employment);
- 3) explain the Agency's legal obligation to the employee and discuss future actions;
- 4) inform the respondents that the complaint has been withdrawn and of further actions, if any.

Right to Further Redress

The complainant who, following an open discussion with the Executive Director, disagrees with the conclusions or considers the corrective actions to be inadequate, may avail themselves of any other redress procedure available to them.

The person against whom a harassment charge has been upheld may avail themselves of any other redress procedure available to them.

Changes to Normal Procedures

If the person being complained about is the Executive Director, the complaint would be directed to the President of the Board of Directors who will coordinate the investigation as if they are the Executive Director.

Offense Related to Harassment Policy

It is an offense if any person threatens, intimidates or discriminates against an individual who has made a complaint, given evidence or in any way assisted in a complaint.

COMPLAINTS PROCEDURE

ACTION BY	ACTION REQUIRED	RECOMMENDED TIME FRAME
Employee	<p>States disapproval to person responsible for offensive comments or behaviour. Or, where this is not possible, states disapproval to the EMPLOYER.</p> <p>Keeps a written record of details of incident(s)</p>	<p>Immediately or as soon as possible after incident occurs</p> <p>As soon as possible after incident occurs</p>
Employee	<p>If situation has not been resolved, seeks assistance from a Supervisor.</p> <p>If situation still has not been resolved, files a written c*complaint with the Executive Director.</p> <p>Cooperates with the investigation process.</p>	<p>As soon as possible after incident occurs</p> <p>As soon as possible after incident occurs</p> <p>Throughout the investigation process</p>

ACTION BY	ACTION REQUIRED	RECOMMENDED TIME FRAME
Supervisor	<p>Takes appropriate action to resolve any incident of alleged harassment in work area, whether or not a formal complaint follows.</p> <p>Supervisor informs employee of their rights and responsibilities regarding further steps and takes any other remedial action required in consultation with the Executive Director.</p>	<p>Immediately</p> <p>As soon as possible after incident</p>

Any formal complaint must be directed to the Executive Director who will consider the following options:

Executive Director	<p>a) Investigation by the Executive Director</p> <p>b) Investigation by third party jointly agreed-upon by management and union.</p>
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INVESTIGATION PROCEDURE

ACTION BY	ACTION REQUIRED	RECOMMENDED TIME FRAME
Investigation procedure	<ol style="list-style-type: none"> 1. Inform the person against whom a complaint has been lodged that a complaint has been filed; 2. Inform all parties involved of their rights and responsibilities; 3. If so requested by complainant or alleged harasser; <ol style="list-style-type: none"> (a) change reporting relationship (b) assign employees to separate work locations. 4. In a case where sexual harassment results in a recommendation to separate the two parties in the workplace, it shall be the alleged harasser who is moved; the complainant shall not be moved against their will. 	<p>Immediately</p> <p>Immediately</p> <p>Immediately upon receiving a written request</p> <p>Immediately upon receiving a written request</p>
Whether investigation is done by the ED or by a third party	<p>The following steps will be undertaken:</p> <p>Keep ED briefed on progress of investigation (if done by third party)</p> <p>Interview complainant, alleged harasser and all witnesses</p> <p>Collect evidence</p> <p>Prepare a written report of investigation results</p>	<p>Weekly, or as defined in contractual agreement</p> <p>Within 5 days of completing investigation</p>

Executive Director	<p>Inform the parties (complainant, alleged harasser and, when applicable, direct supervisors) in writing of the decision rendered and the reasons justifying it without undue delay. Information given to the complainant must be in general terms, e.g. complaint was founded/not substantiated; corrective or disciplinary measures are being implemented, to respect confidentiality provision noted in the Collective Agreement</p> <p>Written report of investigation, including results, deposited in the personal and sexual harassment complaints file</p> <p>Determine and initiates necessary corrective or disciplinary action, as per Collective Agreement, Article 13</p>	<p>Immediately following submission of report to Executive Director</p> <p>Within 5 days of receiving report</p> <p>Within 10 days of receiving report</p>
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5.03 Employment Equity

Management and the Union are committed to equity in the workplace. The parties agree to work co-operatively to put in place positive measures that will remove barriers and enhance equity.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01

- a) The EMPLOYER will deduct from the salary of all employees in the Bargaining Unit a sum equal to the regular monthly dues of the UNION, together with initiation fees or other assessments levied by the UNION.
- b) It is the responsibility of the UNION to advise the EMPLOYER in writing of any change to the dues structure, amount of initiation fees or assessments, one month before such change is to be made effective.

6.02 Deductions

Deductions shall be made from an employee's bi-weekly pay and shall be forwarded once a month to the National Secretary-Treasurer of the UNION not later than the 10th of the following month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the EMPLOYER to the National Headquarters of the CANADIAN UNION OF PUBLIC EMPLOYEES.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the EMPLOYER shall type on the amount of UNION dues paid by each UNION member in the previous year.

ARTICLE 7 - NEW EMPLOYEES

7.01 The EMPLOYER agrees to acquaint new employees with the fact that a UNION Agreement is in effect, and with the conditions of employment set out in the articles dealing with UNION Security and Dues Check-off.

7.02 Notification of new hires

The Union shall be notified via e-mail, of the full name, position, and employment status (full-time, part-time, and casual), start date and work location of all employees hired into the bargaining unit within ten (10) days of their first day of employment. The Union shall also be provided contact information for each new hire (e-mail & cell number) if it is made available to the employer.

7.03 Copies of Agreement

During their orientation with the Employer, the new employee shall be introduced to the Union Steward. With the exception of sessional employees, the employee's immediate supervisor shall introduce the new employee to their UNION steward or Representative. The EMPLOYER at the time of documentation, will provide the employee with a copy of the Collective Agreement. Such meeting between the UNION representative and the new employee shall be conducted at a time that does not interfere with services to clients.

Sessional employees shall be provided with the name of the Union steward or representative and informed that they should make arrangements to meet. The name and contact information of new Sessional employees will be provided to the Union steward or Representatives.

7.04 Introduction Opportunity

A representative of the UNION shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of thirty minutes during the first month of employment.

ARTICLE 8 - CORRESPONDENCE

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the EMPLOYER and the Secretary of the UNION and/or Unit Chairperson.

ARTICLE 9 - UNION-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 representing an employee or group of employees, an elected or appointed representative of the UNION shall be the spokesperson. The UNION will supply the EMPLOYER with the names of its representatives, likewise, the EMPLOYER will supply the UNION with a list of its supervisory personnel with whom the UNION may be required to transact business.

9.02 Union Bargaining Committee

A UNION Bargaining Committee shall be elected or appointed. The UNION will advise the EMPLOYER of the three members of the Committee who will negotiate on its behalf.

9.03 Representative of Canadian Union of Public Employee

Upon advance request to the Executive Director, the UNION shall have the right to have the assistance of representatives of the CANADIAN UNION OF PUBLIC EMPLOYEES or any other advisors when dealing or negotiating with the EMPLOYER. Upon approval of the Executive Director, or the designate, such representative(s) shall have access to the EMPLOYER's premises in order to investigate and assist in settlement of a grievance.

9.04 Meeting of Committees

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by agreement, however, such meeting must be held not later than ten (10) calendar days after the request has been given, unless otherwise agreed by the parties.

9.05 Time Off for Meetings

Any employee representative of the UNION on the Bargaining Team or on Labour Management Committee shall have the right to attend bargaining and labour management meetings with the EMPLOYER held within working hours without loss of remuneration.

9.06 Technical Information

Within ten (10) days of a request by the UNION the EMPLOYER shall make available to the UNION any information which is considered pertinent for collective bargaining purposes.

9.07 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, UNION meetings, etc., to be held on the EMPLOYER's premises during the employee's lunch period or following the regular working day. The program shall be subject to the prior approval of the Executive Director and the availability of space.

9.08 Labour Management Committee

a)

Both parties recognize the importance of establishing and maintaining a joint Labour Management Committee with equal representation. The Committee's purpose shall be:

- i. To promote and improve communication between Labour and Management.
- ii. To exchange information in order to positively effect the goals of the enterprise and the goals of the Employees.
- iii. To initiate and recommend improvements in operations of the work force.

b) Composition

A Labour - Management Committee shall be established consisting of not more than two (2) representatives of the Union and not more than two (2) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved labour-management relations and service to the public.

c) Meetings of Committee

The Committee shall meet quarterly unless otherwise agreed by the parties, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee. Time spent includes attending meetings of the Committee and following up on items arising from meetings.

d) Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings, as well as taking and preparing minutes.

e) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive one (1) signed copies of the minutes within fourteen (14) working days following the meeting.

f) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede 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 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Employer Shall Notify the Union

Public reports or recommendations of the EMPLOYER made to the Municipal, or Provincial Governments or their respective advisory committees dealing with conditions of employment shall be communicated by the EMPLOYER to the UNION.

10.02 Copies of Resolutions and Reports

Copies of those proposed or adopted motions, briefs, resolutions, by-laws or rules and regulations by the Municipal or Provincial Governments or their respective advisory committees dealing with conditions of employment, as they become available to the EMPLOYER, shall be forwarded to the UNION.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the EMPLOYER acknowledges the rights and duties of the UNION Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure. There shall be two (2) Stewards within the Bargaining Unit.

11.02 Stewards

The UNION shall notify the EMPLOYER in writing of the name of each Steward before the EMPLOYER shall be required to recognize them.

11.03 Permission to Leave Work

The EMPLOYER agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The UNION recognizes that each Steward is employed by the EMPLOYER and that they will not leave their work during working hours except to perform the duties under this Agreement. No Steward shall leave their work without previously requesting and receiving permission of the immediate supervisor. Without unreasonable delay, time with pay during normal working hours will be granted for Steward duties to be performed.

11.04 Definition of A Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where it is alleged that the EMPLOYER or the UNION has acted unjustly, improperly or unreasonably.

11.05 Settling of Grievances

At each step of the grievance procedure, the grievor shall have the right to be present. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:-

STEP 1

The aggrieved employee(s) will submit the grievance to a Steward within ten (10) working days of the date of the grievance or from the time the employee(s) ought reasonably to have become aware of the event giving rise to the occurrence which is the basis of the grievance.

STEP 2

If the Steward considers the grievance to be justified, they will first seek to settle the dispute with the immediate supervisor within five (5) working days following Step 1. The immediate supervisor shall reply within three (3) working days.

STEP 3

Failing satisfactory settlement within three (3) working days following receipt of the reply under Step 2, the Steward will submit a written statement of the particulars of the grievance, and the redress sought, to the Executive Director who shall render their decision within ten (10) working days after receipt of such notice.

Failing satisfactory settlement being reached in Step 3, the UNION may refer the dispute to arbitration within ten (10) working days of receipt of the Executive Director's decision.

11.06 Policy Grievance

a) Union Grievance

Where a dispute involving a question of general application or interpretation occurs, or when a group of employees or the UNION has a grievance, Steps 1 and 2 of this article may be by-passed.

b) Employer Grievance

It is understood that the EMPLOYER may request a meeting with the UNION to discuss a grievance with respect to the conduct of the UNION, which meeting shall take place within ten (10) working days of the request. If such a grievance is not settled to the satisfaction of the EMPLOYER within five (5) working days of the meeting with the UNION, it may then be referred to Arbitration within ten (10) working days thereafter.

11.07 Replies in Writing

Replies to grievances stating reasons shall be in writing beginning at STEP 2.

11.08 Facilities for Grievances

The EMPLOYER shall supply the necessary facilities for the grievance meetings.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two nominees shall then meet to select an impartial chairperson.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.03 Decision of the Board

The decision of the majority shall be the decision of the Arbitration Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

12.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitration Board's decision, either party may apply to the chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

12.05 Expenses of the Arbitration Board

Each party shall pay:

- 1) the fees and expenses of its nominee,
- 2) one-half (2) of the fees and expenses of the chairperson.

12.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

12.07 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

Subject to the specific merits of each case, disciplinary measures shall be in accordance with the principles of progressive discipline. All discipline shall be for just cause.

The informal process prior to discipline shall be binding on the EMPLOYER and the UNION.

In cases where there is clear evidence of serious misconduct (e.g. mistreatment of clients, breach of confidentiality), Management has the right and the responsibility to proceed directly to the formal disciplinary process.

13.01 Informal Process Prior to Discipline

1. Where a problem is perceived to exist, a non-judgmental enquiry into the facts of the matter will be made with the employee(s) concerned.
2. Where a problem exists, the employee's supervisor will meet with the employee and identify the problem, within three working days of becoming aware of the problem. This will occur unless good reason exists for a time delay.
3. The behavior, incident, or situation giving rise to the supervisor's concern will be clearly specified. The employee will be given an opportunity to respond.
4. The purpose of this informal meeting is to come to a common understanding of management's expectations; agreement is not required.
5. If required, Management will identify what change is expected, and the consequences, if such change does not occur.
6. If required, a follow-up meeting will be scheduled.
7. A UNION representative and another member of management may be asked to attend these informal meetings, however, this will be done at the discretion of those who are directly involved.

Note: Only documentation pertaining to the formal grievance procedure is included in personnel files; records of informal meetings do not form part of the personnel file.

13.02 Formal Disciplinary Process

a) Warning

Management will make every effort to solve problems through an informal process as outlined above, however, if the necessary change does not occur, the formal disciplinary process will be followed as indicated below:

Oral Reprimand/Warning

Written Reprimand/Warning

Decision-making Leave (Suspension)

Discharge

- a) Whenever the EMPLOYER or their authorized agent deem it necessary to censure an employee indicating that further disciplinary measures will follow any further infraction, or may follow if such an employee fails to bring their work up to a required standard by a given date, the EMPLOYER will initiate the disciplinary process with a verbal warning. If necessary, a written warning will be presented. Upon written request by the employee, a copy of the written warning shall be sent to the UNION. This shall be followed by a suspension, and finally, discharge, should it be required.
- b) In cases of discharge and discipline, the burden of proof of just cause shall rest with the EMPLOYER. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee or any such information which comes to light as a result of an investigation related to the discharge or discipline.

b) Adverse Report

When a substantiated complaint about an employee comes from a source outside of the agency, the EMPLOYER shall notify an employee in writing of any investigation resulting from such complaint, accusation or expression of dissatisfaction concerning their work, within ten (10) working days of becoming aware of the event or events giving rise to the complaint. Upon written request by the employee a copy shall be sent to the Union. This notice shall include particulars of the event or events which led to such dissatisfaction.

Once the investigation is completed, any adverse report resulting from it will be removed from the file after twelve (12) months provided there are no recurrences. The employee's reply to such complaint, accusation or expression of dissatisfaction shall

become part of their record. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them at anytime.

This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the EMPLOYER. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. Adverse reports will be removed from the file after twelve (12) months provided there are no recurrences.

c) Right to Have Steward Present

An employee shall have the right to have the Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact the Steward to be present at the interview. A Steward or Local UNION Officer shall have the right to consult with a CUPE Staff Representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

d) Access to Personnel File

An employee shall have the right upon reasonable notice and in the presence of the Executive Director to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The personnel file shall not be removed from the office of the Executive Director. Subject to the discretion of the Executive Director and provided the contents do not deal with client confidential matters, a copy of a document may be obtained.

ARTICLE 14 - SENIORITY

14.01 Seniority Defined

All employees, including sessional employees are considered as being on a single integrated seniority list. However, for administrative reasons arising from the irregular nature of sessional employees' employment, a separate list of sessional employees shall be maintained by the Employer showing seniority of such employees.

Such list shall be readily accessible upon reasonable notice.

Sessional employees shall retain seniority for a period of up to ~~twelve (12)~~ thirty-six (36) calendar months between sessional assignments.

14.02 Seniority List

The EMPLOYER shall maintain a chronological seniority list showing the date upon which each Full-time and Part-time employee's service commenced and for Sessional and Temporary employees a list showing the number of hours worked. The list shall also include the employee's position, program in which they work and the classification as set out in the Salary Scale of the Collective Agreement. Two (2) up-to-date lists shall be sent to the UNION and posted within the Agency in January of each year.

14.03 Probationary Employees

Probation is the period in which a newly hired employee is given the opportunity to demonstrate their ability to perform the job satisfactorily.

- a) The seniority of each new clerical employee shall date from their entry to the bargaining unit, upon completion of a probationary period of sixty-five (65) working days (inclusive of legal holidays). A formal performance assessment by the immediate supervisor will be made and given to such employee, no later than thirty-three (33) working days from entry to the bargaining unit.
- b) The seniority of each new social worker shall date from their entry to the bargaining unit, upon completion of a probationary period of one hundred and thirty (130) working days (inclusive of legal holidays). A formal performance assessment by the immediate supervisor will be made and given to such worker, no later than sixty-five (65) working days from entry to the bargaining unit.
- c) **Probationary Employees**
Provided that there is mutual consent of the Employer, the Union and the Employee, the probationary period of a new employee may be extended to allow an employee with a disability or an employee who has been trained in another country extra time to demonstrate their ability to perform the job satisfactorily.
- d) Probationary employees will be entitled to full protection of the Collective Agreement co-incident with the initial deduction for UNION dues. (See Article 6.01 - Payments).
- e) A temporary employee who competes and is hired into the same classification within the same program shall have their probation start from the initial entry into the Bargaining Unit as a temporary employee.

- f) A probationary employee will be notified in writing, at least 10 days prior to the expiration of the probationary period if their employment is to be terminated and the reasons for the termination.
- g) **Discharge of Probationary Employee**
The discharge of a probationary employee shall be subject to the grievance arbitration procedure and the parties agree that a lesser standard than just cause shall apply.

14.04 Loss of Seniority

An employee shall not lose accrued seniority rights if they are absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the EMPLOYER. An employee shall only lose their seniority in the events -

- 1) They are discharged for just cause and is not reinstated,
- 2) They **voluntarily terminate their employment** in writing and **do not revoke their termination within (24) hours** exclusive of Saturday, Sunday and declared stats,
- 3) They fail to return to work within ten (10) working days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other reason accepted by the EMPLOYER,
- 4) They are laid off for a period representing length of employment to a maximum of two (2) years.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

When a vacancy occurs or a new position is created the EMPLOYER shall immediately notify the UNION in writing and post notice of the position on a Bulletin Board for a minimum of one (1) week. The position will be posted within two (2) weeks of vacancy.

An employee who is absent from work due to leave, illness or other reason, may request to be notified of any vacancy occurring during their absence. Such request shall not be denied.

15.02 Information in Postings

Such notice shall contain the following information:

Job title, duties, qualifications and salary rate or range. Such qualifications may not be established in an arbitrary manner. Such notice shall additionally contain hours of work and number of evenings per week required.

15.03 No Outside Advertisement

No outside advertisement for any vacancy shall be placed until the applications of present UNION members of the EMPLOYER have been fully processed, including a written response to each Union applicant advising of the reason they were not successful.

15.04 Role of Seniority in Promotions and Transfers

The parties recognize:

- 1) the principle of promotion within the service of the EMPLOYER,
- 2) that job opportunity potential should increase in proportion to length of service.

In making staff changes, transfers or promotions, the skill and experience of an employee and their capacity to perform the required duties shall be the determining factors. When more than one employee meets the normal requirements, then seniority shall govern. Appointments from within the Bargaining Unit shall normally be made within five (5) weeks of posting. However, where a salary increase applies in such an appointment, such increase will be made effective no later than twenty- five (25) days after the employee has been notified in writing that they are the successful applicant.

15.05 Trial Period

Subsequent to the employee's acceptance of an appointment, such appointment will be conditional on satisfactory performance by the employee for a period of up to two (2) months. In the event that the employee is unable to satisfy the conditions of the appointment, or if within that period the employee feels they are unable to continue in the said appointment, the employee concerned and those other employees who may have been affected by such appointment, will be restored to their former positions and salary, with no loss in Bargaining Unit seniority. In order to accommodate this trial period, the vacant position created by the transfer or promotion will not be filled for the two months trial period.

15.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on a Bulletin Board.

15.07 Pre-screening of Applicants

The pre-screening of applicants for full-time or part-time direct service or administrative staff positions is the responsibility of the Supervisor(s) concerned. When that process is complete an ad hoc committee will identify the appropriate candidates for final selection by the Executive Director. This ad hoc committee will be composed of the immediate supervisor, and a bargaining unit representative.

15.08 A member of the bargaining unit who moves into a management position will retain bargaining unit seniority for a period of three (3) months, during which time the position is protected. The position in the bargaining unit may be filled on a temporary basis in order to maintain services to clients and to meet the requirements of our service contracts.

ARTICLE 16 - LAY-OFFS AND RECALLS

16.01 Definition of Lay-off

- a) Layoff shall mean the discontinuation or reduction in hours of a position or positions due to lack of work or reduction or discontinuation of a service or services. The discontinuation of service may be due to the elimination of a program or programs or to inadequate funding or to technological change.
- b) Upon notification to the Union and affected employee(s) of the impending layoff(s) the EMPLOYER will meet with the Union to employ the following measures in the priority listed below:
 - i) attrition
 - ii) a system of voluntary unpaid leave of absence
 - iii) offering voluntary early retirement where pension arrangements are possible
 - iv) offering early exit programs where feasible
 - v) offering enhanced severance programs where feasible.

The above does not prevent the Employer from having consultative discussions with the Union concerning layoffs, however such discussions shall not replace the notice referred to in 16.4.

16.02 Advance Notice of Lay-off

In the event of a proposed lay-off of a permanent or temporary nature or the elimination of a position(s) within the bargaining unit:

- a) the EMPLOYER shall provide the UNION and the affected employee(s) with no less than sixty (60) days written notice or pay-in- lieu of the proposed lay-off or elimination of position(s).

16.03 Role of Seniority in Lay-offs

- a) Both parties recognize that job security should increase in proportion to length of service.
- b) As applicable, contract, probationary and temporary employees shall be laid off prior to any more senior employees. Employees shall be laid off in the reverse order of their seniority. If the layoffs are due to a funding deficit within a particular program component, layoffs shall occur in reverse order of seniority within the affected programs.

An employee to be laid off shall have the right to displace any employee with less seniority provided the employee has the necessary qualifications and ability to do the work required, beyond a thirty (30) working day familiarization period, whether in a lower or higher rated classification.

16.04 Preferential Right to Job Vacancies

No new employee(s) shall be hired until all qualified laid-off employees have been given the opportunity to return to available work.

Employees on lay-off are entitled to apply for any job vacancies arising out of job posting(s). Selection shall be made on the basis of criteria as outlined in Article 15.04.

An employee, laid-off, will be placed on a recall list for a length of time equal to their seniority to a maximum of two (2) years or until they have been recalled to their regular classification or has had three (3) recalls to a temporary or lower classification.

An employee recalled to work in a different program or a different classification from which they were laid-off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within eighteen (18) months of recall.

ARTICLE 17 - HOURS OF WORK

17.01 The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

17.02 Counselling and Family Service Ottawa/Service familial et counseling Ottawa shall operate Monday to Thursday, 9:00 a.m. to 8:45 p.m. and Fridays 9:00 a.m. to 5:00 p.m. The work week consists of thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday inclusive, with a one hour daily unpaid lunch break. The employee's daily schedule may vary subject to agreement of the immediate supervisor. Any variations in schedule outside of normal hours must be requested and approved in writing.

Exceptionally an employee may work on Saturday or Sunday and take time off in lieu during the normal work week. Only employees of programs determined by Management and the Union would be subject to this clause. Pre-approval by Management would be required.

At any time when the premises of Counselling and Family Service Ottawa are being utilized by bargaining unit members, there shall be two (2) employees in the building.

17.03 Paid Rest Period

Every employee shall be provided a paid fifteen (15) minute rest period to be taken during every half normal work day, or part thereof. A normal workday as defined here is seven (7) hours. No employee shall have more than ten (10) paid rest periods in a thirty-five (35) hour work week.

17.04 Flexible Hours

The EMPLOYER agrees that employees are permitted flexibility to complete their weekly hours during the EMPLOYER's hours of operation per Article 17.02. The daily maximum number of hours permitted shall be twelve (12) hours and, notwithstanding the occasional need for overtime hours, shall not surpass thirty-five (35) hours weekly. Employees shall adhere to the break requirements set out in Article 17.03. It is understood that where the ongoing use of flexible hours by an employee adversely affects the efficient operation of the agency, the EMPLOYER will disallow such use;

however, in such circumstances, the EMPLOYER shall first discuss this with the affected employee with a view to resolve any inefficiencies.

ARTICLE 18 - OVERTIME

18.01 Overtime Defined

For full time employees overtime is defined as all work in excess of thirty- five (35) hours per week. For part-time employees overtime is defined as all work in excess of their normal work week.

18.02 Administration of Overtime

- a) Overtime shall be kept to a minimum and shall not exceed five (5) hours per week for full-time staff. The calculation of overtime is pro-rated for statutory holidays. For all other staff the maximum shall be on a pro rata basis one (1) hour per day and one-half (1/2) hour per half day.

The number of hours worked in excess in a week shall be submitted in writing to the immediate supervisor on the last working day of each week. These hours will be compensated for by time off in lieu which must be taken within two (2) months.

- b) Overtime to be worked in excess of permissible hours in a week as defined in 18.02 a) must be authorized in advance by the immediate supervisor or Executive Director.
- c) Overtime to be worked in excess of permissible hours per week will be compensated for by time off in lieu at the rate of time and one-half which must be taken within three (3) months.

In any event, overtime worked in any one month must not exceed fifteen (15) hours.

Employees are responsible for monitoring their accumulated overtime and using it within the three (3) month period.

Compensatory time shall be taken off at a time or times acceptable to the EMPLOYER and employees, and within three (3) months of the occurrence. Such requests will not be unreasonably denied. Twelve (12) weeks from the time the overtime was accumulated, any time not taken will be scheduled at the Employer's discretion in consultation with the affected employee.

ARTICLE 19 - HOLIDAYS

19.01 Paid Holidays

There shall be thirteen (13) statutory holidays each calendar year, as follows, to be observed from Monday to Friday inclusive.

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

Boxing Day

The EMPLOYER will also grant as a paid holiday any other day declared or proclaimed as a compulsory holiday by the Ontario or Federal Governments. Full time employees shall be paid seven (7) hours for the day. Part-time employees shall be paid based on the proportion of time worked to a thirty-five (35) hours work week.

19.02 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

19.03 Pay for Regularly Scheduled Work on A Holiday

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one (1) day's pay. An employee who is scheduled to work shall be paid at time and one half the regular rate and shall receive another day off with pay at the regular rate at a time designated by the employee, but within two (2) months.

19.05 Christmas/New Years Eve Hours of Work

Employees shall be entitled to one half day off on December 24th and one half day off on December 31st .

ARTICLE 20 - VACATION

20.01 Principles

- a) In order to ensure the efficiency of operations, reasonable advance notice must be given to the immediate supervisor in respect to requests for vacation approvals.
- b) In the matter of scheduling vacations, the preference of employees will be given serious consideration by the EMPLOYER, with due regard to seniority.
- c) Probationary employees will be permitted to use half of their accrued vacation credits during their probationary period.
- d) For the purpose of calculating leave credits, the vacation year will extend from the date of hire of each employee.
- e) Vacation accrual is pro-rated for part-time employees.
- f) Employees shall be entitled to vacation with pay in accordance with their length of employment as follows:

Prior to the employee's 5 th anniversary date	1.66 days per month or 20 days per year
On or subsequent to the employee's 5 th anniversary date but prior to the employee's 14 th anniversary date	2.08 days per month or 25 days per year
On or subsequent to the employee's the employee's 14 th anniversary date but prior to the employee's 15 th anniversary date	2.16 days per month 26 days per year
On or subsequent to the employee's the employee's 15 th anniversary date but prior to the employee's 16 th anniversary date	2.25 days per month 27 days per year
On or subsequent to the employee's 16 th anniversary date but prior to the employee's 17 th anniversary date	2.33 days per month 28 days per year
On or subsequent to the employee's 17 th anniversary date but prior to the employee's 18 th anniversary date	2.41 days per month 29 days per year

On or subsequent to the employee's 18 th anniversary date	2.50 days per month 30 days per year
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This is subject to Article 22.09.

- g) Employees may carry over, without prior approval, up to one (2) half of their annual vacation entitlement from one vacation year to the next. No requests for deviations will be accepted. For greater clarity, for the purposes of the carry over only, a vacation year is defined as January 1 to December 31 of each year.

20.02 Application for Vacation Process

- a) Employees who wish to take vacation of more than two (2) weeks must submit their request for vacation at least three (3) weeks prior to the vacation. Preference for vacation amongst Bargaining Unit staff will be given by Bargaining Unit seniority within each program.
- b) Subject to Agency approval, it is understood that vacation may be taken as single days, half days, or as a combination thereof.

20.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls on or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the employee.

20.04 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

20.05 Vacation Pay on Retirement

Upon retirement for an employee with twenty-five (25) years or more service, the EMPLOYER will grant a bonus of two (2) weeks vacation pay beyond the days accrued during the vacation year.

Upon retirement, for an employee with thirty-five (35) years or more service, the EMPLOYER will grant a bonus of three (3) weeks' vacation pay beyond the days accrued during the vacation year.

20.06 Approved Leave of Absence During Vacation

Where an employee becomes seriously incapacitated and/or hospitalized during their period of vacation or would normally be entitled to bereavement or other leave during this time, there shall be no deduction from vacation credits for such absences with presentation of a medical certificate or pertinent attestation. An employee who becomes incapacitated must inform the EMPLOYER of this as soon as reasonably possible. The request to invoke this clause must be made within two (2) days of returning to work and must include a medical certificate or pertinent attestation. The period of vacation so displaced shall be used at a later date at the employee's option subject to the operational requirements of the EMPLOYER

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave is the period of time a regular or part-time employee is absent from work due to illness, mental stress, or disability, or because of an accident for which compensation is not payable under the Workers Compensation Act. For administration of sick leave, currently employed part-time employees will be treated as regular employees. On each occasion where sick leave is used due to the illness of the employee's immediate family (partner, child, parent, brother or sister), such use shall be limited to one third (1/3) of the employee's available sick leave credits at the time such usage commences.

21.02 All Bargaining Unit members are required to promptly advise or cause to be advised, their immediate supervisor of their absence from work due to illness.

21.03 Frequent absences for sick leave may be cause for review by the immediate supervisor with the employee.

21.04 Sick leave which extends beyond one hundred and twenty (120) consecutive days will be as is provided by the EMPLOYER's Long Term Disability Insurance Plan.

21.05 Deduction From Sick Leave

A deduction shall be made from sick leave of all normal working days (exclusive of holidays) absent for sick leave.

Hours of sick leave claimed must be no greater than the hours scheduled for the day.

21.06 Proof of Illness

- a) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties due to illness. An employee who has used all accumulated sick leave and moves to leave without pay will be required by the EMPLOYER to produce a certificate from a medical practitioner.
- b) When the EMPLOYER requires an employee to produce a certificate the EMPLOYER shall pay for the cost of the requested certificate(s).

21.07 Sick Leave Credits

- a) Full time employees shall accumulate sick leave credits at the rate of one and one-half (1½) days per month, eighteen (18) days per year, to a maximum of one hundred and thirty (130) working days. As such leave is used, new credits will be earned up to the maximum.
- b) Part-time employees shall accumulate credits pro-rated in proportion to time worked.
- c) A sick leave advance of five (5) days will be credited to each new employee on commencement of employment.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Negotiation Pay Provisions

Representatives of the UNION shall not suffer any loss of pay or benefits for time involved in negotiations with the EMPLOYER including the conciliation stage.

22.02 Grievance Pay Provisions

Representatives of the UNION shall not suffer any loss of pay or benefits for the total time involved in grievance procedure, including Grievance Settlement Officer stage in accordance with the relevant sections of the Ontario Labour Relations Act.

22.03 Leave of Absence for Union Functions

- a) Upon written request from the UNION to the EMPLOYER, an employee elected or selected to represent the UNION at UNION functions shall be allowed leave of absence with pay and without loss of seniority and benefits. This request must be submitted at least 5 working days prior to the leave. The total of such leave for the Bargaining Unit shall not exceed twenty (20) days in each year. The UNION agrees to reimburse the EMPLOYER for the costs of the Employee taking UNION leave under this article.
- b) The EMPLOYER agrees to maintain salary and benefits to UNION officers engaged in any work related to UNION-EMPLOYER labour relations, including but not limited to, discussions with the EMPLOYER on Collective Agreement matters. For the purposes of this Article, the EMPLOYER agrees that only those UNION officers outlined at Article 9.01 shall be entitled to the use of this Article. The EMPLOYER agrees to cover the cost of forty eight (48) hours annually for the purposes of this Article. The UNION will determine how those hours are distributed among those UNION officers outlined in Article 9.01. For clarity, while the UNION officer is engaged in work under this Article, they are not performing duties as related to their substantive Employee position.

22.04 Leave of Absence for Full Time Public or Union Office

- a) Public Office

The EMPLOYER recognizes the right of employees to participate in public affairs. Therefore, upon written request, the EMPLOYER shall permit unpaid leave of absence so that the employee may be a candidate in federal, provincial, regional or municipal elections. An employee who is elected to Public Office shall be granted unpaid leave of absence without loss of accrued seniority for a period of one year.

- b) Union Office

The EMPLOYER recognizes that when an employee is elected or appointed to a full-time UNION office, the EMPLOYER shall grant unpaid leave of absence without loss of accrued seniority for up to one year."

- c) Subject to eligibility requirements of the carrier, during such leave(s), an employee who wishes to continue in the benefit plans may do so for a period of six (6) months and upon full payment of the premiums.

22.05 Paid Bereavement Leave

- a) An EMPLOYEE shall be granted five (5) regularly scheduled consecutive work days, without loss of pay or benefits, in the case of death of a member of an employee's immediate family. For the purpose of this article, the term "member" of an employee's immediate family means: partner, child or parent, brother, sister, foster parent, foster child, foster sibling, step parent, step child, step sibling and for whom an employee is required to administer bereavement responsibilities or any non-familial relationship(s) where the employee provided care.
- b) An EMPLOYEE shall be granted three (3) regularly scheduled consecutive work days leave, without loss of pay or benefits in the case of a death of a member of an employee's family. For the purpose of this article the term "Employee's family" means: mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, aunt, uncle, nephew, niece, any other relative who has been residing in the same household.
- c) Where the burial occurs more than 250 km away, consideration will be given to additional leave for travelling, two (2) days.

22.06 Maternity Leave and Parental Leave

- a) **Maternity leave without pay**
 - i) An employee who becomes pregnant shall, upon request, be granted an unpaid leave of absence for a period beginning before, on or after the actual date of delivery and ending not later than twenty-six (26) weeks after the actual date of delivery. Seniority shall accumulate during this leave of absence.
 - ii) Notwithstanding paragraph (i):
 - 1. where the employee has not yet proceeded on maternity leave without pay and their newborn child is hospitalized,
- Or
- 2. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while their newborn child is hospitalized, the period of maternity leave without pay defined in paragraph (i) may be extended beyond the date falling twenty-six (26) weeks after the actual date of delivery by a period equal to that portion of the period of the child's hospitalization while the employee was not on maternity leave, to a maximum of twenty-six (26) weeks.

- iii) The extension described in paragraph (ii) shall end not later than fifty- two (52) weeks after the actual date of delivery.
- iv) The employee shall give the Agency two (2) weeks' notice, in writing, of the day upon which the leave of absence will commence.
- v) The Employer may require an employee to submit a medical certificate giving the estimated day upon which delivery will occur.

b) Parental leave without pay

- i) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted an unpaid leave of absence of up to thirty-seven (37) weeks. Seniority shall accumulate during this leave of absence.
- ii) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted an unpaid leave of absence for up to thirty-seven (37) weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care. Seniority shall accumulate during this leave of absence.
- iii) Employees who wish to take a Parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- iv) Adoptive parents may commence Parental leave when the child comes into the custody and control of the parent.
- v) The employee shall give the Agency two (2) weeks notice, in writing, of the day upon which the leave of absence will commence.
- vi) The Employer may require an employee to submit a birth certificate or proof of adoption of the child.
- vii) Employees who have taken a Maternity leave and who wish to also take Parental leave must commence Parental leave immediately when the Maternity Leave ends, unless the child has not yet come into the custody, care, and control of a parent for the first time.
- viii) An employee who wishes to extend their parental leave for a period not to exceed twenty-six (26) additional weeks shall make their request in accordance with article 22.11.

c) Maternity and Parental Allowance – Supplemental Unemployment Benefits (SUB)

Where an employee (who has completed the probationary period) is eligible for EI payments and in receipt of such payments, the employer will supplement the EI payments to 80% of the employee's basic salary during 17 weeks of maternity leave or parental leave. During the EI one-week waiting period the employer will pay 80% of the employee's normal basic salary.

It is understood that an employee's entitlement to maternity and parental allowance is limited to the one-week waiting period and seventeen (17) additional weeks.

d) Participation in Benefit Plans and Reinstatement following Maternity and Parental Leave

- i) Employees are entitled during Maternity and Parental leave to continue participation in all benefit plans. The Agency shall continue to make the Agency contributions to the benefit plan unless the Employee gives the Agency written notice that the Employee does not intend to pay, in advance, the Employees contributions during the period of the leave.
- ii) Employees shall be reinstated following return from Maternity and/or Parental Leave to the position the employee most recently held if it still exists or to a comparable position if it does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.

22.07 Paid Jury or Court Witness Duty Leave

The EMPLOYER shall grant leave of absence without loss of seniority benefits to an employee who serves as juror or a subpoenaed witness in any court. The EMPLOYER shall pay such an employee the difference between normal earnings and the payment received 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 out of employment shall be considered as time worked at the appropriate rate of pay.

22.08 Special Leave

Each year, non-probationary employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons. Probationary employees may use up to two (2) days of special leave during their probationary period. Special leave is pro-rated for part-time employees.

a)	Parenthood - this leave can be taken by a spouse within one month of the child coming into care of the employee whether through birth, adoption or trusteeship.	Five (5) days
b)	Illness in the family where the employee provides care *	Up to Six (6) days
c)	Urgent circumstances: an urgent matter that concerns the employee or a member of their immediate family**. This leave cannot be used to augment other categories of Special Leave.	Up to three (3) days
d)	Marriage of an employee - to be taken immediately before and/or immediately after ceremony	Three (3) days
e)	Flood or fire or other catastrophic event in employee's household.	Up to Three (3) days
f)	Religious holidays not covered by Article 19 (paid holidays). These days can only be taken on the day that the holiday actually occurs.	
g)	Catastrophic weather: Where an employee is unable to get to work because of a weather condition that causes a major disruption to transportation and the operation of businesses. This does not include cancellation of school buses.	Up to three (3) days

Note: Special leave(s) to be used in whole or in part up to maximum allowable.

* Family for the purpose of this provision means: partner, child or parent, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents or grandchild, aunt, uncle, nephew, niece, any other relative and any non-familial relationship(s) where the employee provides care.

** Immediate family for the purpose of this provision means: partner, child, parent, brother or sister.

22.09 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. If requested by an employee, General Leave days shall be added in conjunction with approved vacation. All requests for General Leave shall be in writing and approved by the EMPLOYER.

Service for the purpose of accrual of vacation credits and sick leave credits shall be retained but not further accrued when an employee accrues more than thirty (30) days of unpaid leave in a calendar year.

Within the context of general leave, employees may take a leave of up to 8 weeks of Family Caregiver Leave in order to care for family members (as defined in the Collective Agreement). Employees may also take Family Medical Leave of up to 28 weeks to provide care or support to family members and people who the Employee considers to be like a family member.

Participation in benefit plans will continue during this thirty (30) day period of unpaid leave providing an employee pays their share of the premiums at the time they become due. If an employee wishes to maintain their benefits (as per article 27) for any leave(s) in excess of thirty (30) cumulative days, they are responsible for making the arrangements with the accountant and for paying 100% of the premiums as they become due, subject to the eligibility requirements of the insurer.

Coverage for benefits described in Article 27 may be extended for a maximum of six (6) months while an Employee is on a general leave. Long Term Disability Benefits cannot be guaranteed for the period an Employee is on general leave.

An Employee shall be reinstated following return from a general leave without pay to the position the Employee most recently held if it still exists or to a comparable position if it does not.

In the event that the employee on general leave of absence in accordance with this provision, is employed elsewhere on a full time basis, Counselling and Family Service Ottawa shall not be responsible for payment of billed premiums for benefits.

22.10 Community Participation Day

Each employee, upon request, shall be entitled to one day per year without loss of pay or other benefit for the purpose of supporting a non-profit organization/event of an employee's choice consistent with the mission and principles of Counselling and Family Service Ottawa. It is understood that employee's participating in a community participation day are representatives of Counselling and Family Service Ottawa.

22.11 Extended Parental Leave

An employee who wishes to extend their parental leave may do so by submitting a written request to the Employer at least eight (8) weeks in advance of the end of the initial Parental Leave. Such a request shall not unreasonably be denied.

Extended Parental Leave shall be permitted for a period not to exceed twenty-six (26) weeks following the initial Parental Leave. During such leave, seniority shall continue to accrue but employee participation in the group benefits and extended health care benefits shall be at the option of the employee and one hundred percent (100%) of premiums shall be billed to the employee. Eligibility benefit coverage during this period shall be subject to the benefit provider.

22.12 Family Care Leaves of Absence

An EMPLOYEE shall be granted an unpaid Leaves of Absence for the following:

- a) Family caregiver benefit for children – to care for a critically ill or injured person under 18 years of age – up to 35 weeks
- b) Family caregiver benefit for adults – to care for a critically ill or injured person 18 years of age or over – up to 15 weeks
- c) Compassionate care – to care for a person of any age who requires end-of-life care – up to 26 weeks

In all instances above, there is no requirement for the Employee to be related to or living with the person for whom they are providing care.

22.13 Leave in the Case of Workplace Closure

If a work location is closed by the Employer for any reason thus preventing the employee from reporting to work or causing the employee to leave the work location early, and the employee is unable to perform their duties from home, then the employee shall not suffer a loss of pay for the time lost for the hours of scheduled work. For further clarity, in the application of this provision, those employees who are able and equipped to work from home are expected to do so unless a valid reason acceptable to the employer is provided.

ARTICLE 23 - STAFF TRAINING AND DEVELOPMENT

23.01 Object

Staff Training is seen as the essential preparation for tasks to be performed. When the Agency requires that an employee perform new or additional tasks because of change of focus in Agency programs, or developments in the field (methodological or technological), the EMPLOYER will provide the necessary training to enable the person to perform the required tasks.

Staff development is an on-going process of professional growth and up- dating, which is the responsibility of both the employee and the EMPLOYER. Requests for staff development leave may be made for programs/courses/specialized supervision used to enhance the employee's skills related to the employee's job responsibilities. A total of five (5) days per annum will be allotted for staff development.

Equity Related Training

Where it is possible, training will be provided to remove potential barriers to employment or advancement for employees with disabilities or employees whose professional training is from another country. This would be a one time event designed to remove or reduce the impact of the barrier. The training may be suggested by Management, by the Union or requested by the Employee. Management retains authority to make the final decision regarding the requests, however no reasonable request will be denied.

Procedure:

Staff Training

In most cases, staff training will be suggested by the Supervisor of a program in response to changes of some kind in the program.

Occasionally, an employee may apply for staff training that is consistent with the direction/focus of the program. In this case, application is made to the Supervisor of the program. The Supervisor will consider financial, program and individual needs in approving/or not the requested leave.

Where Staff Training is approved, costs will be paid by the EMPLOYER as per Article 26, unless otherwise indicated.

For Staff Training out of town the Supervisor and or their delegate will determine the most economical mode of transportation. The mileage paid is as outlined below. Travel time will be paid by the Agency to a maximum of four (4) hours each way.

Sessional Employees are eligible for only staff training and equity related training.

Staff Development

Staff development leave is requested by the employee to enhance their skill. (See definition above).

Where Staff Development is approved, the EMPLOYER will provide a maximum of three hundred fifty dollars (\$350.00). If the cost of the workshop is less than three hundred fifty dollars (\$350.00) the excess amount may be used to defray the cost of meals or accommodation. Other than this, no meals or overnight accommodation will be paid for. The Supervisor or their delegate will determine the most economical mode of transportation. Mileage will be paid as outlined below. Travel time outside of the city will be limited to a maximum of four (4) hours (two hours each way).

Employees wishing to use more than the three hundred fifty dollars (\$350.00) annual amount, may with the permission of the Employer borrow up to two hundred dollars (\$200.00) from the next year's entitlement.

Kilometric rate:

CRA rates 2022

\$0.61 per kilometre for the first 5000 kilometres driven

\$0.55 per kilometre driven after that

23.02 Field Placement (For Part-time Studies)

Where an employee wishes to use their job as a field placement for purposes of further education, and given the agreement of the educational institution, the employee shall negotiate this possibility with the Executive Director on an individual basis.

23.03 Educational Advancement

- a) The EMPLOYER may grant a leave of absence, with or without pay to an employee in order to take a course which will relate to the employee's work and where the course is seen not only to upgrade the employee but is also a clear benefit to Counselling and Family Service Ottawa. The cost of such course may be paid by the EMPLOYER upon successful completion of the course, as mutually agreed between the EMPLOYER and the employee.

- b) During the period of educational Advancement the EMPLOYER shall continue to pay the EMPLOYER's portion of hospital, medical, disability, group life insurance, and other benefits of this Agreement, for up to twenty-six (26) weeks of such leave.

23.04 Prepaid Leave Plan

The Agency agrees to establish a pre-paid leave plan, funded in whole by the Employee and subject to the following terms and conditions:

Eligibility: This plan is available to all full-time Employees with a minimum of two (2) years seniority.

- a) The plan will be in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.
- b) Employees must make written application to the Executive Director at least three (3) months prior to the intended commencement date of the program. The Agency shall respond in writing to the Employee's application within twenty (20) working days, such response shall include reasons for refusal, should the response be negative. Employees who are refused leave in a given year shall assume priority for leave in the next year, should they reapply.
- c) During the salary deferral period, deductions will be held for the Employee and will not be accessible to the Employee until the year of the leave or upon withdrawal from the plan.
- d) The deferred salary shall be held by the EMPLOYER in an interest bearing account.
- e) All the deferred income, plus accrued interest shall be paid to the Employee in twelve (12) monthly instalments in the year of the leave.
- f) Withdrawal from the plan is subject to a one (1) month notice to the Executive Director. In the event of the withdrawal of the Employee from the plan, the deferred salary plus accrued interest shall be paid to the employee within one (1) month. In the event of the death of an

Employee, the deferred salary plus interest shall be paid to the Employee's estate.

- g) Upon completion of the Leave, the Employee shall be reinstated to their former position or to a comparable position in the event their former position no longer exists.

- h) Final approval for entry into the plan will be subject to the Employee entering into a formal agreement with the Agency. Such Agreement shall include:
 - i) A statement that the Employee is entering into the pre-paid plan, subject to Article 23 of the collective agreement.
 - ii) The period of salary deferral and the leave period for which the above is required. The leave shall not be less than six (6) months and shall not be greater than twelve (12) months.
- i) During such leave the employee shall not lose accrued seniority.
- j) A one time \$50.00 administrative fee to be paid by the employee at onset of plan.

23.05 Leave with Income Averaging

An employee may make a request for a Leave with Income Averaging which allows for the reduction in the number of weeks worked in a specific twelve (12) month period by taking leave for a minimum period of twelve (12) weeks to a maximum period of twenty-six (26) weeks. An employee's pay shall be reduced and averaged out over the twelve (12) month period to reflect the reduced time at work.

23.06 Stress Management

The Employer will provide up to one hundred dollars (\$100.00) per Employee per year as reimbursement of costs for Employees for health and wellness purposes. Employees shall provide a receipt for reimbursement for audit purposes of CFS only. For clarity, the Employer shall accept such receipt from the employee for reimbursement, with the exception of purchases of alcohol or drug products.

23.07 Bilingualism

The Agency will pay a one time only payment of up to \$200.00 per employee for the purpose of French/English training. A maximum of thirty five (35) hours paid leave will be allowed. No other costs will be allowed.

ARTICLE 24 - COLLEGE AND PROFESSIONAL ASSOCIATIONS

Where an Employee elects to be a member of a college, they shall be eligible for reimbursement of one hundred percent (100%) of the cost of their registration upon submission of proof of payment.

Where the Employer or an external body requires membership to a college, the Employer shall pay on behalf of each employee one hundred percent (100%) of the cost of such membership. All original receipts showing proof of payment shall be submitted to the Employer.

In the event that an employee is required to become a member of a college further to the preceding paragraph, and where there is a delay in the processing of the membership, the employee shall not be prejudiced.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The EMPLOYER shall pay salaries every second Friday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their salary and deductions.

ARTICLE 26 - STAFF TRAVEL

26.01 Object

The EMPLOYER will provide Employees with efficient transportation and appropriate accommodation while travelling on agency business.

26.02 Staff Travel

- a) An EMPLOYEE who is authorized to use their own vehicle for the EMPLOYER's business shall be reimbursed the actual distance driven at a rate of sixty-one cents (\$0.61) per kilometre for the first 5000 kilometers driven and fifty-five cents (\$0.55) per kilometer after that excluding staff development and training. (for staff development and training refer to Article 23.01).
- b) Notwithstanding paragraph (a), where a single out of town round trip is greater than 150 km, then for that trip, kilometres in excess of 150 km shall be paid at forty cents (\$0.40) per kilometre.
- c) All kilometric/mileage shall be calculated from the first day to the last day of each calendar month.
- d) Bus tickets shall be provided to employees as required for local travel.

26.03 Meal Allowance

- a) The EMPLOYER will reimburse employees for meal expenses incurred in the normal course of out-of-town business travel (excluding staff development) at the following rates:

Full day: \$65.00

Where less than one full day is claimed:

Breakfast: \$ 15.00

Lunch: \$ 20.00

Dinner: \$ 30.00

No claim shall be submitted where meals are otherwise provided.

- b) When attending a meeting/court on Agency business, in town, the Employer will reimburse employees for lunch costs as outlined in 26.03(a).

26.04 No Requirement to Provide A Vehicle

Employees shall not be required to have a private vehicle as a condition of employment nor be required to have a licence to operate a motor vehicle.

26.05 Parking/Bus Pass Allowance

Where an employee is required to travel as part of their job and uses a private vehicle, the Employer agrees to guarantee parking among the spaces rented by CFS. The Employer and the Union shall meet in labour/management to designate positions eligible for this provision.

The employer agrees to provide the remaining parking free for employees who park in spaces rented by CFS for employees. As there are more employees than spaces, parking spots are to be distributed in a fair and reasonable manner by an ad hoc parking committee.

Where an employee is required to travel as part of their job but does not have a vehicle, the Employer agrees to subsidize the cost of public transit. The subsidy is to a maximum of one hundred dollars (\$100) per month. The Employer and the Union shall meet in labour/management to designate positions eligible for this provision.

ARTICLE 27 - JOB CLASSIFICATION

27.01 The EMPLOYER agrees to provide job descriptions for all positions within the bargaining unit in the salary ranges as set out in SCHEDULE A.

27.02 No Elimination of Present Classifications

The Employer shall not eliminate or change existing classifications including changes to educational requirements, before consulting with the Union. Notice will be given five (5) weeks prior to the change to allow time for the two (2) parties to meet and discuss the prospective changes. Should the Employer amend the educational requirements of any Bargaining Unit position, the EMPLOYER agrees to grandparent those employees who hold the position at the time of the change in educational requirements. For clarity, the educational requirements shall only be effective for any new employees applying on the position for which a change in educational requirements is made.

If the need to change educational requirements stems from a legislative change with which the EMPLOYER must comply, the EMPLOYER agrees to consider an Employee's proposed Educational Plan that will balance operational and educational requirements such as allowing a certain amount of paid time to complete such course(s), priority on placement requirements or any other request deemed appropriate by the employee, for the incumbent employee to maintain their qualifications in the position. The Employer will make every reasonable effort to accept the Employee's proposed Educational Plan.

27.03 Establishment of New Positions

- a) It is the responsibility of the EMPLOYER to prepare a revised job description for any new or substantially changed job, and to discuss same with the UNION. In evaluating jobs, the same data, criteria and methods shall be used in determining salary levels as have been applied to existing positions.
- b) If the Union challenges the evaluation of the job, it shall have a right to meet with the EMPLOYER to endeavour to negotiate a mutually satisfied evaluation. Such request will be made within ten (10) days after the receipt of notice from the EMPLOYER of such new occupational or substantially changed classification. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the EMPLOYER. If the parties are unable to agree, the dispute may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

27.04 Acting Pay

When an employee is required by the EMPLOYER to perform the duties of a higher classification level on an acting basis for a period of not less than five (5) consecutive working days, they shall be placed on the scale for such classification according to the principles establish for placement on the pay scale effective with the date of the assignment.

ARTICLE 28 - EMPLOYEE BENEFIT PLANS

28.01 Ottawa Community Agencies Pension Plan

The EMPLOYER, as a member agency of the Ottawa Community Agencies Pension Plan, will provide a Group Pension Plan for employees. Participation in the plan is on the following basis:

- (i) Compulsory for all regular employees after twenty-four (24) months of service.
- (ii) Employees contribute an amount determined by the Board of Trustees of the OCAPP of gross salary, with the EMPLOYER contributing an amount equal to or greater than the employee contribution.

Group Retirement Savings Plan

A Group RSP is provided for regular employees for the twenty-four (24) month period prior to enrolment in the Pension Plan. Employees contribute five percent (5%) of gross salary with a matching EMPLOYER contribution. Participation is optional, however the matching five percent (5%) EMPLOYER contribution is not paid in lieu of the benefit for those employees who do not participate. Participation in the plan will commence not later than the beginning of the third pay period following the date of hire.

Where an employee is not eligible for the group plan because they work insufficient hours, employees can opt to participate in the Group RSP plan. Employees contribute five percent (5%) of gross salary with a matching EMPLOYER contribution. Participation is optional, however the matching five percent (5%) EMPLOYER contribution is not paid in lieu of the benefit for those employees who do not participate. Participation in the plan will commence not later than the beginning of the third pay period following the date of hire.

28.02 Group Insurance Program

The EMPLOYER will provide a Group Insurance Plan covering dental, drug and extended health benefits. The EMPLOYER will pay eighty percent (80%) of the premium cost. Participation in the plan is compulsory for employees not previously covered by another plan. The participation will commence after the probationary period, or as determined by the carrier.

28.03 Group Life Insurance Plan

The EMPLOYER will provide a Group Life Insurance Policy which is compulsory for employees. The EMPLOYER will pay eighty percent (80%) of the premium cost. Participation will commence after the probationary period or as determined by the carrier.

28.04 Long Term Disability Plan

The EMPLOYER will provide a long term disability plan. The Plan which provides for income security in the event of a work-disabling illness or injury, prior to age sixty-five (65), commences after one hundred and twenty (120) days of total disability, and pays sixty-six and two-thirds percent (66 2/3%) of salary. The EMPLOYER will pay eighty percent (80%) of the premium cost. Participation will commence after the probationary period or as determined by the carrier.

28.05 Part-time Employees

- a) For purposes of Pension Plan, Group Life Insurance Plan and Long Term Disability Insurance Plan, part-time employees will be covered in proportion to salary earnings subject to the eligibility of the carrier.
- b) For purposes of United Way Ottawa Group Insurance Program, part-time employees will be covered as in 27.02, subject to the eligibility of the carrier.

28.06 Notice to Employees of Change

The EMPLOYER will consult with the Union on changes to benefits and costs arising out of changes to these plans. The UNION response will be communicated to the Benefits Committee of United Way or to the Board of Trustees of the Pension Plan.

ARTICLE 29 - HEALTH AND SAFETY

29.01 The EMPLOYER and the UNION agree to cooperate in the promotion and in the improvement of health and safety.

29.02 A joint Health and Safety Committee shall be established. This committee shall be made-up of two (2) representatives elected or selected by the UNION and two (2) representatives for the EMPLOYER, and shall make recommendations consistent with the Occupational Health and Safety Act.

29.03 The EMPLOYER shall make all reasonable provision for the occupational safety and health of employees. All rights and privileges established under the laws of the Province of Ontario in respect to occupational health & safety shall be adhered to by the parties to this agreement.

ARTICLE 30 - JOB SECURITY

30.01 Restrictions on Contracting-out

In order to provide job security for the members of the Bargaining Unit, the EMPLOYER agrees that no employees shall be laid off or have their regular hours reduced due to contracting-out.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Bulletin Boards

The EMPLOYER shall provide Bulletin Boards which shall be placed so that all members of the Bargaining Unit will have access to them and upon which the UNION shall have the right to post notices of meetings. Other notices will not be posted without having the prior authorization of the EMPLOYER.

ARTICLE 32 - COPIES OF AGREEMENT

32.01 The UNION and the EMPLOYER desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the EMPLOYER shall reproduce sufficient copies of the Agreement in both official languages, English and French, within thirty (30) days of signing of this Agreement. The Employer and the Union shall agree on the translation services. The

employer shall make available an electronic copy of the Agreement in both official languages for employees that do not require a reproduced copy.

ARTICLE 33 - GENERAL

33.01 It is agreed that the English and French rendering of this Collective Agreement represent the official versions in all matters therein.

33.02 It is agreed that the definition of "partner" shall include within its meaning spouse; companion; common-law spouse; and/or same sex spouse.

33.03 Salary increase

Effective April 1, 2022, the wage rates in the Salary Scale shall be increased by 1%.

Effective April 1, 2023, the wage rates in the Salary Scale shall be increased by 1%.

Effective date of ratification, Level 1 and Level 2 will be removed from the wage scale. (Level 3 to 7 will be renumbered Level 1 to 5)

Effective April 1, 2024, the wage rates in the Salary Scale shall be increased by 1%.

Any retroactivity for the wage increases above shall be paid to all bargaining members who were employed by the Employer during the relevant period.

If the Employer receives funding increases in respect of the 2024 fiscal year which can be applied to wages of greater than 1%, the Collective Agreement will be reopened solely with regards to the issue of wage increases payable effective April 1, 2024, and the parties will negotiate in good faith with respect to that issue. The parties further agree that any negotiated increase beyond the 1% shall be retroactive to April 1, 2024

33.04

The employer will provide free gym access to employees, upon signed consent of a liability waiver.

ARTICLE 34 - TERM OF AGREEMENT

34.01 Duration

This Agreement, when signed by the parties hereto, shall remain in effect until March 31, 2025, and shall continue from year to year thereafter unless one (1) party notifies the other in writing, within a period of ninety (90) days immediately prior to the expiration date that it desires to negotiate a renewal Agreement.

34.02 Changes in Agreement


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

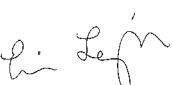
CLASSIFICATIONS/POSITIONS

Secretary
Intake/Counsellor I
Counsellor II
ND Coordinator


In witness whereof the parties hereto have executed this Agreement as of this 1st day of September 2023

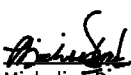
FOR THE EMPLOYER

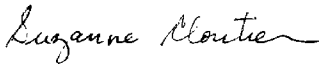


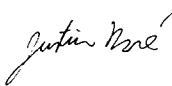


FOR THE UNION



Rose Fuchs (Sep 1, 2023 14:23 EDT)


Micheline Duval (Sep 8, 2023 15:22 EDT)




APPENDIX "A"

"EQUIVALENCIES" (EDUCATIONAL REQUIREMENTS)

a) Social Worker II

- B.A. plus Community College certificate in social work
- B.S.W.
- * - Community College certificate in Social Work or B.A. in Social Science or Psychology plus three years experience at Counselling and Family Service Ottawa, additional relevant courses or workshops (to a total of approximately 155 hours), and recommendation by Management (based on performance evaluation, related to complexity of job and skills required to perform it).

b) Social Worker III

- M.S.W.
- Master's degree in Education with specialization in Counselling
- Master's degree in pastoral studies with specialization in marital counselling
- * - B.S.W. plus three years experience at Counselling and Family Service Ottawa, additional relevant courses or workshops (to a total of approximately 155 hours) and recommendation by Management (based on performance evaluation related to the complexity of the job and the skills required to perform it).

c) Social Worker IV

- Qualification for S.W. III as above, with a minimum of 5 years experience in a specific Agency practice area, plus:
the job requires the performance of complex professional tasks at a high level of expertise, or the delivery of designated specialized services. Incumbents must function on an independent basis and assume complete responsibility for their area of expertise while maintaining accountability to senior administrative staff.

The work requires incumbents to develop and maintain a high community profile, and to be recognized among their peers in the Agency and in the professional community at large as being experts in their field. There is a requirement to provide consultation to other Social Workers and to community resources, and to engage in continuing professional development activity.
- * - Subject to a vacancy at the next higher level.

In the matter of equivalencies@ (educational requirements), the parties agree that wherever the term B.S.W.@ appears in the Collective Agreement, or in documents arising from the Collective Agreement, the term shall include within its meaning or any equivalent degree.

Similarly, the parties agree that wherever the term M.S.W.@ appears in the Collective Agreement, or in documents arising from the Collective Agreement, the term shall include within its meaning or any equivalent/relevant degree.

LETTER OF UNDERSTANDING #1

between

**COUNSELLING AND FAMILY SERVICE OTTAWA
and**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2898

Whereas the Employer and the Union have agreed to establish a wage scale for Sessional Employees, the parties have agreed to the following:

A Sessional Employee will advance to the next level after they have completed 200 hours of work. Notwithstanding the foregoing, no employee shall accumulate more than one year of seniority in any twelve-month period.

Signed in Ottawa on this 1st day of September 2023

FOR THE EMPLOYER

idrae Lumb

hi Lefin

FOR THE UNION

Rose Fuchs

Rose Fuchs (Sep 1, 2023 14:23 EDT)

Micheline Duval

Micheline Duval (Sep 8, 2023 15:22 EDT)

Suzanne Cloutier

Justin Borne

LETTER OF UNDERSTANDING #2

between

**COUNSELLING AND FAMILY SERVICE OTTAWA
and**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2898

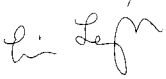
RE: Formal performance assessment form for probationary employees

The employer will consult the union in the creation of a performance assessment form for probationary employees. The parties agree that once completed this form will be used to meet the requirements of 14.03 a) and 14.03 b) for probationary employees.

Signed in Ottawa on this 1st day of September 2023

FOR THE EMPLOYER

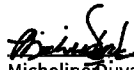




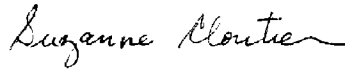
FOR THE UNION




Rose Fuchs (Sep 1, 2023 14:23 EDT)



Micheline Duval (Sep 8, 2023 15:22 EDT)





lb:cope/sepb 491 

June 8, 2023

LETTER OF UNDERSTANDING #3

between

**COUNSELLING AND FAMILY SERVICE OTTAWA
and**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2898

RE: AD HOC Committee

WHEREAS the employer proposed to amend positions within the classifications and Appendix A.

AND WHEREAS all positions in the bargaining unit, except for Secretary, ND Coordinator, Sessional 1 and 2, Intake and Evening Receptionist, are classified as Counsellor 2 on the current salary scale.


AND WHEREAS the union is of the opinion that these discussions exceed the scope of bargaining.

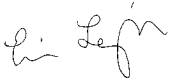
Therefore, the parties agree to the following:

1. An AD HOC committee, of equal representation and participation from the parties, will be created within 60 days of ratifying this agreement with the purpose of jointly determining which position should be classified as Counsellor 1 and Counsellor 2 as well as revising Appendix A.
2. The employer will update all bargaining unit Job Descriptions and provide a copy to the union prior to the first meeting of the joint committee.
3. Should the committee decide to reclassify a position to a lower classification, all affected incumbents will be grand-parented at their current rate and shall receive all further wage increases negotiated by the parties as well as any pay equity adjustments.

Signed in Ottawa on this 1st day of September 2023

FOR THE EMPLOYER





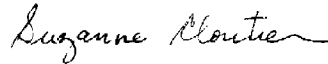
FOR THE UNION



Rose Fuchs (Sep 1, 2023 14:23 EDT)



Micheline Duval (Sep 8, 2023 15:22 EDT)





LETTER OF UNDERSTANDING #4

between

**COUNSELLING AND FAMILY SERVICE OTTAWA
and**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2898

RE: Joint Job Evaluation for Pay Equity purposes

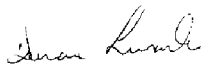
The Employer and the Union agree to jointly maintain pay equity in accordance with the deemed approved Pay Equity Plan and Ontario's Pay Equity Act using an agreed-upon gender-neutral job evaluation plan. The parties further agree to:

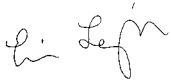
1. Establish a Joint Pay Equity Committee (JPEC), comprised of equal members of Union and Employer representatives, for the purpose of evaluating positions covered by this Agreement and maintaining pay and benefit practices which redress systemic gender discrimination in compensation.
2. Meet within 1 year of signing this agreement to establish the Joint Pay Equity Committee and jointly develop a Terms of Reference document that outlines the procedures for the gender-neutral job evaluation program, used for pay equity purposes only, and the roles and responsibilities involved in its implementation. These Terms of Reference will form part of the collective agreement.

In accordance with the Pay Equity Act, any pay equity adjustments to compensation rates will be deemed to be incorporated into, and form part of, the collective agreement. The money for this program will be paid by the employer over and above normal wage increases negotiated in collective bargaining.

Signed in Ottawa on this 1st day of September 2023

FOR THE EMPLOYER





FOR THE UNION

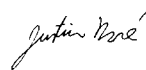


Rose Fuchs (Sep 1, 2023 14:23 EDT)



Micheline Duval (Sep 8, 2023 15:22 EDT)





SALARY SCALE 2022-2025

Effective Apr 1, 2022

(1%)

	<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>	<i>LEVEL 6</i>	<i>LEVEL 7</i>
Secretary	33297.68	34400.60	35543.92	36724.61	37946.71	39214.26	40430.30
Intake/Counsellor I	56522.63	58187.11	59902.09	61672.62	63493.65	65313.67	66585.26
Counsellor II	58439.61	60247.51	62133.18	63452.24	66105.51	68194.19	69391.04
ND Coordinator	66105.51	68194.19	69898.06	71645.36	73392.66	75137.94	76404.48

Sessional I	33.54	33.95	34.20
Sessional II	34.90	35.30	35.55
Evening Receptionist	15.30		

Effective Oct 1, 2022

	<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>	<i>LEVEL 6</i>	<i>LEVEL 7</i>
Secretary	33297.68	34400.60	35543.92	36724.61	37946.71	39214.26	40430.30
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ND Coordinator	66105.51	68194.19	69898.06	71645.36	73392.66	75137.94	76404.48

Sessional I	33.54	33.95	34.20
Sessional II	34.90	35.30	35.55
Evening Receptionist	15.50		

Effective Apr 1, 2023

(1%)

	<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>	<i>LEVEL 6</i>	<i>LEVEL 7</i>
Secretary	33630.66	34744.61	35899.36	37091.86	38326.18	39606.40	40834.60
Intake/Counsellor I	57087.86	58768.98	60501.11	62289.35	64128.59	65966.81	67251.11
Counsellor II	59024.01	60849.99	62754.51	64086.76	66766.57	68876.13	70084.95
ND Coordinator	66766.57	68876.13	70597.04	72361.81	74126.59	75889.32	77168.52

Sessional	33.88	34.29	34.54
Sessional II	35.24	35.65	35.91
Evening Receptionist	15.66		

Effective Jun 5, 2023

	<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>
Secretary	35899.36	37091.86	38326.18	39606.40	40834.60
Intake/Counsellor I	60501.11	62289.35	64128.59	65966.81	67251.11
Counsellor II	62754.51	64086.76	66766.57	68876.13	70084.95
ND Coordinator	70597.04	72361.81	74126.59	75889.32	77168.52

Sessional	34.54	35.24	35.65	35.91
Evening Receptionist	15.66			

Effective Oct 1, 2023

	<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>
Secretary	35899.36	37091.86	38326.18	39606.40	40834.60
Intake/Counsellor I	60501.11	62289.35	64128.59	65966.81	67251.11
Counsellor II	62754.51	64086.76	66766.57	68876.13	70084.95
ND Coordinator	70597.04	72361.81	74126.59	75889.32	77168.52

Sessional	34.54	35.24	35.65	35.91
Evening Receptionist	16.55			

Effective Apr 1, 2024**(1%)**

	<i>LEVEL 1</i>	<i>LEVEL 2</i>	<i>LEVEL 3</i>	<i>LEVEL 4</i>	<i>LEVEL 5</i>
Secretary	36258.35	37462.77	38709.44	40002.47	41242.95
Intake/Counsellor I	61106.12	62912.24	64769.87	66626.47	67923.62
Counsellor II	63382.06	64727.63	67434.23	69564.89	70785.80
ND Coordinator	71303.01	73085.43	74867.85	76648.21	77940.21

Sessional	34.89	35.60	36.01	36.27
Evening Receptionist	16.72			

1. An employee shall move up one level on the pay scale at the beginning of the pay period (advance or net) closest to their anniversary date of employment until they reach the maximum level.
2. Formula for placement on the salary scale will be 2:1 (2 years of relevant experience outside the agency equals 1 year experience in the Agency), after taking into consideration the minimum experience required to do the job.

lb:cope/sepb 491 ↗
June 8, 2023