

# COLLECTIVE AGREEMENT

- between -



- and -

**CUPE·SCFP** / Canadian Union of Public Employees  
Syndicat canadien de la fonction publique  
**and its Local 5530**

**April 1, 2023, to March 31, 2026.**

## TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE .....	3
ARTICLE 2 - DEFINITIONS .....	3
ARTICLE 3 - RECOGNITION AND REPRESENTATION .....	4
ARTICLE 4 - NO HARASSMENT OR DISCRIMINATION .....	7
ARTICLE 5 - MANAGEMENT RIGHTS .....	7
ARTICLE 6 - NO STRIKE OR LOCKOUTS .....	8
ARTICLE 7 - UNION SECURITY .....	8
ARTICLE 8 - LABOUR MANAGEMENT RELATIONS .....	9
ARTICLE 9 - WAGES .....	11
ARTICLE 10 - HOURS OF WORK .....	11
ARTICLE 11 - OVERTIME AND ON CALL .....	12
ARTICLE 12 - HEALTH AND WELFARE BENEFITS .....	13
ARTICLE 13 - PENSION PLANS .....	14
ARTICLE 14 - SICK LEAVE .....	15
ARTICLE 15 - VACATION .....	18
ARTICLE 16 - LEAVES .....	19
ARTICLE 17 - PAID HOLIDAYS .....	22
ARTICLE 18 - FEES AND ALLOWANCES .....	24
ARTICLE 19 - JOB POSTING AND SELECTION .....	24
ARTICLE 20 - SENIORITY .....	26
ARTICLE 21 - PROBATIONARY EMPLOYEES .....	28
ARTICLE 22 - LAYOFFS AND RECALLS .....	29
ARTICLE 23 - GRIEVANCE PROCEDURES .....	30
ARTICLE 24 - ARBITRATION PROCEDURE .....	33
ARTICLE 25 - DISCIPLINE, SUSPENSION, DISCHARGE AND ACCESS TO PERSONNEL FILE .....	34
ARTICLE 26 - HEALTH AND SAFETY .....	35
ARTICLE 27 - TECHNOLOGICAL CHANGE .....	36
ARTICLE 28 - TERM OF AGREEMENT .....	36
SCHEDULE "A" - CLASSIFICATIONS AND RATES .....	38
LETTER OF UNDERSTANDING .....	40

## **ARTICLE 1 - PREAMBLE**

**1.01** Whereas it is the desire of both parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation of the Employer as a multi-service resource centre.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- e) That both parties agree to act in a fair, respectful and reasonable manner.

**1.02** And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

## **ARTICLE 2 - DEFINITIONS**

**2.01**

- a) Employee is any person employed full-time, or part-time, or as a Casual Employee or Temporary Employee, by the Employer in one of the positions listed in Schedule A.
- b) Employer is Western Ottawa Community Resource Centre.
- c) Probationary Employee is an Employee who has not successfully completed the requirements of the probationary period pursuant to Article 21.
- d) Permanent Full-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who is regularly scheduled to work seventy (70) hours or more on a biweekly basis.
- e) Permanent Part-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who is regularly scheduled to work less than seventy (70) hours on a biweekly basis.

- f) Casual Employee is an Employee who is not regularly scheduled to work but who works when available and called upon to do so.
- g) Union is the Canadian Union of Public Employees and its Local 5530.
- h) Temporary Employee is an Employee hired for a specific term to replace an Employee on an approved leave of absence or to accomplish a specific task or special project including, without being limited to, tasks or projects tied to time-limited grants. For clarity, the termination of a Temporary Employee at the end of the specific term or task/project may not be the subject of a grievance or the arbitration procedures.

## **ARTICLE 3 - RECOGNITION AND REPRESENTATION**

### **3.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the City of Ottawa, Ontario, save and except, Executive Assistant and People and Service Assistant, IT Administrator, Accountants, managers, and persons above the rank of manager.

### **3.02 Work of the Bargaining Unit**

Persons not covered by this Agreement will not perform work normally assigned to Employees covered by this Agreement, except for purposes of instruction, in emergencies when bargaining unit Employees are not readily available, and in cases mutually agreed upon in writing by the parties.

### **3.03 No Contracting Out**

The Employer will not contract out any work regularly performed by members of the bargaining unit to a contractor or subcontractor if such contracting out will result in the layoff of any members of the bargaining unit as defined in Article 22.01.

### **3.04 Student Employees**

Student Employee shall mean a secondary school, professional development program, college, or university student who is temporarily employed by the Employer. Student Employees are not included in the bargaining unit and this Agreement does not apply to Student Employees. The employment of a Student Employee shall not result in the layoff or reduction of hours of an Employee.

### **3.05 Protection Against Volunteers**

The use of volunteers as per the Employer's current practice is permitted; however, it is not the intent of this provision to have volunteers substitute for absent Employees, fill any temporary vacancies, cause layoffs, or fill any permanent vacancies or newly created bargaining unit positions.

The Employer shall submit to the Union once each calendar year by no later than December 31, the number of volunteers and the number of hours worked and the duties performed.

### **3.06 No Other Agreements**

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

### **3.07 Crossing of Picket Lines During a Strike**

An Employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out Employees. Failure to cross such a picket line or to perform the work of striking or locked out Employees by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any Employee who exercises their right under this Article will notify the Employer immediately.

### **3.08 Employee Contact Information**

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, personal telephone number and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in electronic form to the Union with the first dues check-off list, and then by no later than December 31 and May 31st in each subsequent year.

### **3.09 New Employees**

The Employer will advise new Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union security and dues.

A representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership and their rights and obligations under this Agreement. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

### **3.10 Union Activity on Work Site**

The Union agrees that neither it nor its officers, agents, representatives, or members will engage in the solicitation of members, the holding of meetings, or any other Union activities on the Employer's premises or the Employer's time without the prior written approval of the Employer, except as specifically provided for in this Agreement. Such permission will not be unreasonably denied.

### **3.11 Right of Fair Representation**

The Union will have the right at any time to have the assistance of representatives of the Union when dealing or negotiating with the Employer. Such representatives will have access to the Employer's premises, only as is reasonably necessary and upon having arranged for same with the Employer in advance, in order to deal with any matters arising out of this Agreement.

### **3.12 Bulletin Boards**

The Employer will provide three (3) Union bulletin boards. These boards will be located in areas that are highly visible to Employees. The bulletin boards will be used solely for postings by the Union. All notices shall be compatible with the provisions of this Agreement. It is agreed that, before posting, such notices must be approved in writing by the Manager of Human Resources and Labour Relations or designate and must be signed by a representative of the Union.

### **3.13 Copies of the Agreement**

The Union shall arrange to print sufficient copies of the Agreement for bargaining unit members. The Union shall pay one hundred percent (100%) of the cost of printing. The Employer shall make available a digital copy of the Agreement on an electronic shared drive accessible to all bargaining unit members.

## **ARTICLE 4 - NO HARASSMENT OR DISCRIMINATION**

### **4.01 No Discrimination**

The Employer and the Union agree that all Employees will be protected against discrimination on the basis of any ground prohibited by the Ontario *Human Rights Code*, as amended from time to time, including age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, gender identity, gender expression, record of offences, sex and sexual orientation, as well as membership in a union.

### **4.02 Workplace Harassment**

Workplace Harassment means:

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, including Workplace Sexual Harassment.

### **4.03 Workplace Sexual Harassment**

Workplace Sexual Harassment means:

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- b) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought to reasonably know that the solicitation or advance is unwelcome.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **5.01 Management Rights**

The Union acknowledges and agrees that it is the exclusive right of the Employer to maintain and exercise all managerial authority, rights and prerogatives. The foregoing is limited only by the specific provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;

- b) Hire, assign, direct, promote, demote, classify, transfer, layoff, recall, discharge and suspend or otherwise discipline Employees;
- c) Determine, in the interest of efficient operation and highest standards of service: job classification, the hours of work, scheduling, work assignments, methods of doing the work, procedures, programs and the working establishment for the service and the location of work;
- d) Generally administer and manage the operations of the Employer and, without restricting the generality of the foregoing, determine the number of Employees required, the services to be performed and the methods, procedures and equipment in connection therewith;
- e) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by Employees; and
- f) Determine and exercise all other functions and prerogatives, which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

## **ARTICLE 6 - NO STRIKE OR LOCKOUTS**

### **6.01 No Strikes or Lockouts**

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, slow-down, or stoppage of work and the Employer agrees that there will be no lockout. The meaning of the words "strike" and "lock-out" shall be as defined in the Ontario *Labour Relations Act*, as amended from time to time.

## **ARTICLE 7 - UNION SECURITY**

### **7.01 Union Security**

All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present Employees who are now members of the Union and those Employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are

required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

## **7.02 Union Dues Deduction and Remittance**

### **a) Union dues deduction and remittance**

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Union no later than the 10<sup>th</sup> day of the month following the one in which they were deducted.

### **b) Dues supporting documentation**

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and a dues check off list that shall set out the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted in the preceding month, with a copy to the Local Union Secretary Treasurer.

### **c) Indemnification**

The Union and its members agree to indemnify and save the Employer harmless with respect to any and all claims or other forms of liability that the Employer may incur from an Employee or any other person resulting from deductions and remittances made in accordance with this Article.

## **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

### **8.01 Representation**

The Union will supply the Employer with the names of its representatives, Stewards, and Committee members. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

## **8.02 Union-Management Committee**

### **a) Union-Management Committee**

A Union-Management Committee will be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer.

### **b) Function of Committee**

The function of the Committee shall be to discuss issues relating to the workplace that affect the parties and the Employer's mission. A standing agenda item for the Union-Management Committee will be workload.

### **c) Meetings of Committee**

The Committee will meet at least quarterly at a mutually agreeable time and place. Its members will receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees will not suffer any loss of pay for time spent with this Committee.

### **d) Chairperson of the Meeting**

An Employer and a Union representative will be designated as joint chairpersons and will alternate in presiding over meetings and preparing agendas.

### **e) Minutes of Meeting**

Minutes of each meeting of the Committee will be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer will each receive two (2) signed copies of the minutes within one (1) week following the meeting.

### **f) Jurisdiction of Committee**

The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not have the jurisdiction to negotiate, amend, add to, or delete the provisions of the Agreement, nor to settle matters that are properly the subject of a grievance. The Committee will 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 will have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **8.03 Negotiating Committee**

The Employer agrees to recognize a Negotiating Committee composed of not more than three (3) members of the bargaining unit. The Union shall keep the Employer notified in writing of the name of the members of its Negotiating Committee. Any time spent absent from regular duties in the course of negotiations shall be without loss of pay.

## **ARTICLE 9 - WAGES**

### **9.01 Pay Days**

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A," attached hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages overtime, any other supplementary pay, and deductions.

### **9.02 Payroll Error**

The Employer will rectify a payroll error resulting in an underpayment to an Employee of seventy-five dollars (\$75) or more within three (3) working days from the date it is notified of the error.

## **ARTICLE 10 - HOURS OF WORK**

**10.01** The following provisions are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week.

### **10.02 Normal Hours of Work**

In addition to the existing permanent schedule, the normal hours of work will be thirty-five (35) per week consisting of five (5) shifts of seven (7) consecutive hours. Should there be a requirement by the Employer to change any of these schedules/normal hours of work, the Employer will provide as much notice as is reasonably possible to the Union and the affected Employees. The Employer will consult jointly with the affected Employees and the Union and will consider the feedback provided before proceeding with the proposed changes.

Employees may request a change of schedule with the mutual agreement of the Union and the Employer.

- (a) The normal hours of work for Full-Time Employees shall be thirty-five (35) hours per week.

- (b) The normal hours of work for Part-Time Employees shall be less than thirty-five (35) hours per week.
- (c) Notwithstanding the above, for Shelter Program Workers working at Chrysalis House, the normal hours of work shall be seventy point five (70.5) hours biweekly.

### **10.03 Notice of Schedule**

The Employer will endeavor to post the hours of work of each Employee at least two (2) weeks in advance. The Employer reserves the right to change schedules at any time based on operational requirements.

For short-notice scheduling of less than twenty-four (24) hours, all eligible Employees will be notified simultaneously using the agreed method and the shift shall be awarded to the first Employee to accept the shift.

### **10.04 Chrysalis House Shelter Program Workers Hours of Work**

The parties understand and agree to the following concerning the hours of work for Shelter Program Workers at Chrysalis House.

1. Meal breaks shall be as follows:
  - One (1) hour unpaid for daytime shifts; and
  - One (1) hour paid for overnight shifts.

## **ARTICLE 11 - OVERTIME AND ON CALL**

### **11.01 Overtime**

Overtime opportunities shall be divided equally to Employees who are willing and qualified to perform the work that is available.

Employees must obtain prior written authorization from their Manager or designate before working additional hours in excess of their regular hours of work.

Overtime pre-authorized by the Employee's Manager or designate shall be banked as time off in lieu at the Employee's regular straight time hourly rate of pay for all hours worked in excess of the Employee's regular weekly hours of work, up to and including forty-four (44) hours in a week.

With the exception of Employees working at Chrysalis House, overtime pre-authorized by the Employee's Manager or designate in excess of forty-four

(44) hours in a week shall be banked as time off in lieu at the rate of one and one-half (1 ½) times the Employee's regular straight time hourly rate of pay.

An Employee may, during a calendar year, accumulate banked overtime up to a maximum of thirty-five (35) hours.

### **Chrysalis House Overtime**

For Employees working at Chrysalis House, the following shall apply: overtime pre-authorized by their Manager or designate in excess of eighty-eight (88) hours of work in a period of two (2) consecutive weeks shall be banked as time off in lieu at the rate of one and one-half (1½) times the Employee's regular straight time hourly rate of pay.

Note: The Employer shall not require an Employee to equalize overtime worked with a change of scheduled shifts.

### **11.02 Chrysalis House On Call**

An Employee at Chrysalis House who is designated by the Employer to be on call for the period from 4:30 p.m. Monday to 4:30 p.m. the following Monday shall be paid an on call rate of: forty-eight dollars(\$48) per day, Monday through Thursday, and ninety-six dollars (\$96) per day, Friday through Sunday. Where an Employee at Chrysalis House is designated by the Employer to be on call on a paid holiday, they shall be entitled to a total on call rate of ninety-six dollars (\$96) for that day.

In the event that an Employee who is on call is required to come into work, any actual time worked will be compensated by an equal amount of time off with pay during work hours or pursuant to Article 11 if applicable. For the purposes of this Agreement, phone calls and text messages answered while on call are not eligible for additional compensation.

## **ARTICLE 12 - HEALTH AND WELFARE BENEFITS**

### **12.01 Eligibility**

Permanent Full-time Employees, Permanent Part-time Employees who work at least twenty-one (21) hours per week, and any other Employees as may be permitted by the insurance carrier's plan(s) are eligible to participate in the Employer's health and welfare benefit plan(s) in accordance with the qualifying terms and conditions of the insurance carrier's plan(s).

## **12.02 Payment of Premiums**

The Employer shall pay seventy-five percent (75%) of the insurance premiums for each eligible Employee, and the eligible Employee shall pay the remaining twenty-five percent (25%), save an except in the case of life insurance and long-term disability ("LTD") insurance, in which case eligible Employees are responsible to pay one hundred percent (100%) of the insurance premiums.

**12.03** The Employer shall provide to each eligible Employee a copy of the current benefit booklet(s) for those benefits provided under this Article.

## **12.04 Employer's Obligation**

It is clearly understood that the Employer's sole obligation pursuant to this Agreement is to pay the amount of premiums as set out above. The insurance carrier shall decide on any matter of eligibility, entitlement, coverage, or right to benefits under the terms of the applicable plan(s), and the insurance carrier's decisions in this regard are not subject to the grievance or arbitration procedures provided for in this Agreement.

## **12.05 Change of Carrier**

The Employer reserves the right to change plans and/or carriers at its discretion, as long as benefits stay substantially the same. If the Employer intends to change plan(s) and/or carrier(s), it will notify the Union to explain the proposed change and to ascertain the view of Employees.

## **ARTICLE 13 - PENSION PLANS**

**13.01** Full-time Employees, Part-time Employees, and Temporary Employees working in a temporary position of twelve (12) months or more are eligible to contribute to a self-directed Registered Retirement Savings Plan (RRSP).

**13.02** For Employees hired prior to June 1, 2020, and who chose not to participate in Healthcare of Ontario Pension Plan (HOOPP), the Employer will contribute a sum equal to three percent (3%) of the gross annual salary plus an amount equal to the LTD premium paid by the Employee, if any, to an RRSP for each eligible Employee. The Employer's contribution will increase to six percent (6%) after ten (10) years of service, to eight percent (8%) after fifteen (15) years of service, and to eleven percent (11%) after twenty (20) years of service. As a condition of payment, each eligible Employee shall contribute three percent (3%) of their gross annual salary to the RRSP.

**13.03** All Full-time Employees are required to join HOOPP. Any Employees working fewer than thirty-five (35) hours per week have the option to join HOOPP.

## **ARTICLE 14 - SICK LEAVE**

### **14.01 Usage of Sick Leave**

Employees shall be entitled to use their accumulated sick leave in cases where they are personally ill or injured and unable to attend work as a result, or for the purpose of attending medical appointments where it is not possible to schedule such appointments during non-working hours. Employees shall make every effort to schedule medical appointments during non-working hours.

### **14.02 Accrual**

Permanent Full-time Employees and Temporary Employees working in temporary positions of six (6) months or more shall be entitled to one hundred and five (105) hours' paid sick leave per calendar year. Twenty-one (21) hours are provided at the start of each calendar year, and additional sick leave is accumulated at the rate of seven (7) hours per calendar month.

Permanent Part-time Employees accumulate sick leave as per above, prorated to their actual hours worked.

### **14.03 Sick Leave During Authorized Leave of Absence**

An Employee on an authorized leave of absence, other than pregnancy or parental leave, shall retain their accrued sick leave but shall not accrue additional sick leave during such leave. For clarity, Employees on pregnancy or parental leave shall accumulate sick leave as per Article 14.02.

### **14.04 Notification of Illness or Injury**

Employees must notify the immediate Supervisor or designate directly, where possible, at least four (4) hours prior to the commencement of their scheduled shift in order to advise of any illness or injury that prevents them from working.

### **14.05 Proof of Illness**

The Employer reserves the right to request a medical certificate satisfactory to the Employer for any absence(s) due to illness or injury in excess of three (3) consecutive days' leave, or in instances where the Employer has reasonable grounds to suspect misuse of sick leave. The Employer shall reimburse the Employee for the cost of the certificate upon production of a receipt.



#### **14.06 Employee Obligation to Provide Information**

Employees are expected to cooperate in ensuring their early and safe return to work and may be required to provide information from their treating physician, including any workplace limitations and restrictions and their prognosis for return to regular duties. Employees may be required to cooperate in an independent medical evaluation and/or evaluation of their functional abilities if deemed reasonably necessary by the Employer.

#### **14.07 Sick Leave Record**

Any Employee is entitled to access a record of the amount of sick leave accrued to their credit.

#### **14.08 Carry Over and No Payout of Sick Leave**

A maximum of twenty-eight (28) hours of earned but unused sick leave (prorated for Permanent Part-Time Employees) may be carried over from year to year. The maximum accrual shall be two hundred and eighty (280) hours (prorated for Permanent Part-Time Employees).

Unused sick leave shall have no cash value whatsoever and shall not be paid out on retirement, resignation, or other termination of employment for any reason whatsoever.

#### **14.09 Supplemental Unemployment Benefit ("SUB") Plan**

A Permanent Full-Time Employee, Permanent Part-Time Employee, or Temporary Employee working in a position of twelve (12) months or more who has passed probation, and who is in receipt of Employment Insurance sickness benefits, is entitled to receive from the Employer:

- a) One (1) payment equal to seventy-five percent (75%) of one week's gross regular weekly earnings in respect of the Employment Insurance waiting period; and
- b) For each week, to a maximum of sixteen (16) weeks, that the Employee receives Employment Insurance benefits, a supplemental unemployment benefit ("SUB") equal to the difference between seventy-five percent (75%) of their gross regular weekly earnings and the Employment Insurance benefit received and any other earnings.

## **ARTICLE 15 - VACATION**

**15.01** Full-time Employees shall accumulate vacation with pay in accordance with their years of continuous service as follows:

- a) Less than ten (10) years of service: 1.66 days per completed month of service, to a maximum of four (4) weeks per year (8%) vacation pay.
- b) Ten (10) years of service, but less than twenty (20) years of service: 2.08 days per completed month of service, to a maximum of five (5) weeks per year (10%) vacation pay.
- c) Twenty (20) years or more of service: 2.5 days per completed month of service, to a maximum of six (6) weeks per year (12% vacation pay).

Part-time Employees accumulate vacation as per above, prorated to their actual hours worked.

Any changes in the vacation entitlement as per above will be effective on the Employee's anniversary date.

**15.02** Temporary Employees working in temporary positions of more than six (6) months but less than twelve (12) months shall accumulate vacation with pay in the amount of three (3) weeks per year (6% vacation pay). Temporary Employees working in temporary positions of twelve (12) months or more shall accumulate vacation with pay in the amount of four (4) weeks per year (8% vacation pay).

**15.03** Casual Employees and Temporary Employees working in temporary positions of less than six (6) months shall receive vacation pay in accordance with the minimum requirement of the Ontario *Employment Standards Act, 2000*, as amended.

### **15.04 Carry-Over**

The Union and the Employer agree that vacation is restorative and important for our wellbeing. Employees are required to either schedule all vacation entitlements during the calendar year or carry over vacation as permitted by this Agreement.

Employees shall be allowed to carry a maximum of seventy (70) hours' vacation for use in the following year. Any vacation carried over from the previous year must be used by the end of the current year. No Employee may carry over more than seventy (70) hours without the express written approval of the Executive Director.

### **15.05 Vacation Scheduling**

Employees must submit their vacation request in writing to their Supervisor by April 15 for vacation they intend to take from June 1 of that calendar year to May 31 of the following calendar year. Vacation requests are determined by the Employer, subject to the Employer's operational requirements. If there is a conflict between Employees in the same classification requesting vacation, seniority shall govern. Vacation shall be either approved or denied by April 30 of each year and shall only be modified if mutual agreement is reached between the Employee and the Employer.

Vacation requests made after April 15 will be granted on a first come, first serve basis, subject to operational requirements.

### **15.06 Approved Leave of Absence During Vacation**

Where an Employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, or if a paid holiday falls or is observed during their vacation period, there shall be no deduction from their vacation credits for such absence/holiday.

### **15.07 Vacation Pay on Termination**

All vacation days earned but unused will be paid to the Employee upon termination of employment for any reason. Conversely, it is agreed that used but unearned vacation days shall be deducted from the Employee's last pay.

## **ARTICLE 16 - LEAVES**

**16.01** For the purposes of this Agreement, "immediate family" is defined as:

- a) The Employee's spouse (including common law spouse);
- b) The child (including stepchild or foster child) of the Employee or their spouse;
- c) The parent (including stepparent or foster parent) of the Employee or their spouse;
- d) The spouse of the Employee's child;
- e) The Employee's sibling and the sibling's child;
- f) The grandparent (including step-grandparent) of the Employee or their spouse;
- g) The grandchild (including step-grandchild) of the Employee or their spouse; and
- h) The relative of the Employee who is dependent on the Employee for care and assistance.

## **16.02 Bereavement Leave**

A Full-time Employee or Temporary Employee working in a temporary position of twelve (12) months or longer shall be granted bereavement leave of up to five (5) consecutive calendar days without loss of pay in the event of the death of a member of the Employee's immediate family. The Employee will be paid for scheduled shifts occurring during the five (5) days. The Employee must use one (1) of the days for the purpose of attending the funeral or other equivalent ceremony.

Part-time Employees are entitled to bereavement leave as per above, prorated to their actual hours worked.

Temporary Employees working in temporary positions of less than twelve (12) months shall be granted bereavement leave of up to three (3) consecutive calendar days (prorated for length of contract and hours worked).

An Employee will not be eligible to receive paid bereavement leave for any period in which they are receiving pay for vacation or sick leave.

Where it is necessary because of distance, the Employee may be provided additional unpaid leave at the Employer's discretion.

Casual Employees shall receive bereavement leave without pay in accordance with the minimum requirements of the Ontario *Employment Standards Act, 2000*, as amended from time to time.

Reasonable evidence of the need for bereavement leave may be requested at the Employer's discretion.

## **16.03 Special Leave**

A Full-time Employee or Temporary Employee working in a temporary position of twelve (12) months or longer will be granted paid special leave of up to five (5) days per calendar year.

Part-time Employees are entitled to paid special leave as per above, prorated to their actual hours worked.

A Temporary Employee working in a temporary position of less than twelve (12) months shall be granted paid special leave of up to three (3) days per calendar year.

Special leave may be used for unforeseen personal or family emergencies. Special may not be used for reasons related to inclement weather.

Special leave may not be carried over from year to year. Unused special leave shall have no cash value whatsoever and shall not be paid out on retirement, resignation, or other termination of employment for any reason whatsoever.

Reasonable evidence of the need for special leave may be requested at the Employer's discretion.

#### **16.04 Pregnancy and Parental Leave**

- a) Pregnancy and parental leaves will be granted in accordance with the minimum requirements of the Ontario *Employment Standards Act, 2000*, as amended from time to time, except to the extent that this Agreement provides a greater right or benefit.
- b) Permanent Full-Time Employees shall continue to accrue paid vacation in accordance with Article 15.01 while on pregnancy or parental leave.
- c) A Permanent Full-Time Employee, Permanent Part-Time Employee, or Temporary Employee working in a position of twelve (12) months or more who has passed their probationary period, and who is on pregnancy or parental leave under Article 16.04(a) and who is in receipt of Employment Insurance benefits is entitled to receive from the Employer:
  - i. One (1) payment equal to seventy-five percent (75%) of one week's gross regular weekly earnings in respect of the Employment Insurance waiting period; and
  - ii. For each week, to a maximum of sixteen (16) weeks, that the Employee receives Employment Insurance benefits, a supplemental unemployment benefit ("SUB") equal to the difference between seventy-five percent (75%) of their gross regular weekly earnings and the Employment Insurance benefit received and any other earnings.

Note: Where an Employee elects to receive extended parental leave benefits pursuant to section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any SUB payable by the Employer will be no greater than what would have been payable had the Employee elected to receive the standard parental leave benefit pursuant to section 12(3)(b)(i) of the *Employment Insurance Act*.

#### **16.05 Jury and Court Witness Duty**

The Employer shall grant a leave of absence without loss of seniority to an Employee who serves as a juror or who is subpoenaed to be a witness in any court proceeding where the Crown is a party. The Employer shall pay a Permanent Full-time Employee, Permanent Part-time Employee, or Temporary

Employee working in a temporary position of twelve (12) months or more the difference between their normal earnings and the payment they receive for jury service or as a court witness, excluding payment for travelling, meals, or other expenses. An otherwise eligible Employee must present proof of service and the amount of pay received to the Employer.

#### **16.06 Other Leaves under the Ontario *Employment Standards Act, 2000***

Family medical leave, emergency leave, and all other leaves set out in the Ontario *Employment Standards Act, 2000*, as amended from time to time, that have not been addressed elsewhere in this Article will be provided in accordance with the minimum requirements of the Ontario *Employment Standards Act, 2000*, as amended from time to time.

#### **16.07 Unpaid Leave**

A Full-time Employee or Part-time Employee may apply for a leave of absence without pay for a period of up to one (1) year. An Employee is required to exhaust any banked time off in lieu of overtime and any accrued vacation before requesting an unpaid leave of absence.

Approval of and the terms and conditions associated with an unpaid leave of absence will be in the sole discretion of the Employer.

No Employee shall accumulate seniority, vacation, or other benefits under this Agreement, and they shall not be paid for holidays, while they are on an unpaid leave of absence. Subject to the approval of the insurer, and with the exception of long-term disability benefits, an Employee on an unpaid leave of absence may continue their benefits coverage during an unpaid leave provided that they pay both their portion and the Employer's portion of the premiums.

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

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

## **17.02 Holiday Qualifications**

In order to qualify for a paid holiday, an Employee must work their full scheduled shift on each of the working days immediately preceding and following the holiday, unless the Employee has reasonable cause not to do so.

## **17.03 Payment for Holidays**

When one of the above-named holidays falls on a working day but the Employee is not required to work, they will be paid holiday pay for the holiday.

An Employee who is required to work on any of the above-named paid holidays will receive pay at the rate of time and one-half (1 ½) times the Employee's regular hourly rate of pay for every hour worked on such a day, plus holiday pay.

When any of the above-noted holidays falls on an Employee's scheduled day off, the Employee will receive a substitute day off with holiday pay, to be taken no later than three (3) months after the holiday for which it was earned.

Holiday pay is payable for the entire shift where any part of the shift is worked on the holiday.

## **17.04 Holiday Pay Calculation**

Holiday pay will be calculated in the manner required by the Ontario *Employment Standards Act, 2000*, as amended from time to time, for public holidays.

## **17.05 Floating Hours**

In addition to the paid holidays listed above, Permanent Full-time Employees and Permanent Part-time Employees will receive fourteen (14) hours of floating paid time off each calendar year, to be taken at a time or times mutually agreed upon by the Employer and the Employee. If the floating hours are to be used for an Employee's religious observance that is not accommodated in the paid holiday list, above, the request will be given priority and will not be unreasonably refused. Floating hours may not be carried over from year to year. Unused floating hours shall have no cash value whatsoever and shall not be paid out on retirement, resignation, or other termination of employment for any reason whatsoever.

## **17.06 Christmas Eve and New Year's Eve**

When an Employee is at work on Christmas Eve Day or New Year's Eve Day, they shall be provided with three and one half (3.5) hours off at their regular straight time hourly rate of pay, to be taken on the afternoon of that day.

Employees in programs that are required to operate during the afternoon of Christmas Eve and New Year's Eve and who are required to remain at work during those times shall instead bank three and one half (3.5) hours as time off in lieu at their regular straight time hourly rate of pay.

## **ARTICLE 18 - FEES AND ALLOWANCES**

### **18.01 Mandatory Training**

The Employer agrees to reimburse Employees for all reasonable expenses incurred as a result of attending any mandatory, Employer-required training. Attendance at such mandatory training shall be considered time worked at the appropriate rate of pay.

### **18.02 Mileage Allowance**

Employees who are authorized by their Supervisor to use their personal vehicle in the performance of their job duties shall be reimbursed at a rate of sixty cents (\$0.60) per kilometre.

## **ARTICLE 19 - JOB POSTING AND SELECTION**

### **19.01 Job Postings**

When a permanent vacancy occurs or a new permanent position is created within the bargaining unit, which the Employer decides, in its sole discretion, to fill, the Employer will post a notice on the Employer's main bulletin boards with a copy to the Union. The position will be posted for a minimum period of seven (7) consecutive calendar days so that interested Employees can apply. The name of the successful applicant will be posted on the Employer's bulletin board.

The posting shall stipulate the classification, skills, ability, experience, qualifications, and education required for the position, as well as the rate of pay, department and shift.

The Employer may temporarily fill a permanent vacancy or new permanent position according to Article 19.02 until the successful candidate has been chosen through the process set out in this Article.

### **19.02 Temporary Vacancies**

Temporary vacancies anticipated not to exceed three (3) months in duration, as well as casual positions, will not be posted, unless otherwise agreed between the

Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

A vacancy that occurs for more than three (3) months will be posted stating that the position is temporary and will indicate the estimated duration of the temporary job. In any event, the temporary vacancy will not exceed eighteen (18) months unless otherwise agreed by the Employer and the Union. Upon termination of a temporary job, the Employee filling the vacancy will be returned to the classification and job location in which they last worked. In the event that a part-time Employee is a successful applicant, the said Employee will retain their part-time status during the temporary full-time period.

### **19.03 Appointments**

In the matters of promotion, transfer, and filling vacancies, Employees shall be selected for positions on the basis of their skill, ability, experience, qualifications, and seniority. Where these factors are relatively equal, seniority shall be the governing factor.

It is agreed and understood that the Employer has the discretion to determine the skills, ability, experience, and qualifications necessary for the position.

### **19.04 Trial Period**

Successful internal applicants, when placed into a job classification other than their current one, will be placed on trial period of thirty (30) days (152 hours for Permanent Part-time Employees). Conditional on satisfactory service such trial promotion will become permanent after the period of thirty (30) days (152 hours for Permanent Part time Employees). In the event the successful applicant proves unsatisfactory in the position during the after mentioned trial, or if the Employee finds themselves unable to perform the duties of the new job classification, they will be returned to their former position and rate of pay without loss of seniority. Any other Employee promoted or transferred because of the rearrangement of positions will also be returned to their former position and rate of pay without loss of seniority. It is understood that the Employer has the sole discretion to end the trial period at anytime.

### **19.05 Union Notification**

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments will also be posted.

### **19.06 Classifications**

When the Employer creates a new classification within the bargaining unit, it shall determine the applicable rate of pay and notify the Union. Within seven (7) days

of receiving notice of the new rate of pay, the Union may request a meeting with the Employer to challenge the rate of pay and attempt to negotiate a mutually acceptable rate.

## **ARTICLE 20 - SENIORITY**

### **20.01 Recognition of Seniority**

Both parties recognize that job opportunities and security should increase in proportion to length of service.

### **20.02 Seniority Defined and Seniority Lists**

Seniority will operate on a bargaining-unit-wide basis.

Full-time Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, including all previous service prior to certification.

Part-Time Employees and Casual Employees will accumulate seniority on the basis of one (1) year's seniority for each one thousand, eight hundred and twenty hours (1,820) hours worked, in the bargaining unit from the last date of hire, including all previous service prior to certification. A Part-Time Employee or Casual Employee shall not accumulate in excess of one (1) year of seniority in any calendar year.

An Employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.

The Employer will maintain a seniority list. For Full-Time Employees, the seniority list shall show the date of last hire of each Employee. For Part-Time Employees, the seniority list shall show the total number of hours worked by each Employee since the last date of hire. An up-to-date seniority list will be sent to the Union and posted on the Union's bulletin boards in January of each year. Employees shall have fourteen (14) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported in the fourteen (14)-day period, the seniority list shall be accepted as correct for all Employees.

When two (2) or more Employees have the same date of seniority, the Employee with the earliest date of birth shall have the most seniority.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

### **20.03 Seniority While Outside Bargaining Unit**

No Employee shall be transferred or promoted outside of the bargaining unit without their written consent.

An Employee who consents in writing to be transferred and/or promoted to a position outside of the bargaining unit shall not accumulate seniority within the bargaining unit during such transfer and/or promotion. In the event the Employee is returned by the Employer to a position in the bargaining unit within eighteen (18) calendar months of the transfer and/or promotion, the Employee shall be credited with the seniority held immediately prior to the transfer and/or promotion and shall resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within eighteen (18) calendar months of the transfer and/or promotion shall forfeit all bargaining unit seniority.

### **20.04 Loss of Seniority**

An Employee will lose their seniority and service and be deemed terminated in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign.
- c) They retire.
- d) They are laid off in excess of twelve (12) months.
- e) They are absent from work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing the Employer with a satisfactory reason.
- f) They have been laid off and fail to return to work within three (3) weeks after being notified by the Employer through registered mail addressed to the last address on the Employer's records. (It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address).
- g) In the case of Casual Employees, they fail to work at least six (6) shifts in a calendar year.
- h) They fail to return to work upon termination of an authorized leave of absence without satisfactory reason or utilize a leave of absence for purposes other than that for which the leave was granted.

- i) Subject to the Ontario *Human Rights Code*, they have not worked for the Employer for reasons of illness or injury for a consecutive twenty-four (24) month period and there is no prognosis at that time for a return to work with or without accommodations.

#### **20.05 Transfer from Full-Time to Part-Time**

If an Employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1,820 hours paid.

#### **20.06 Transfer from Part-Time to Full-Time**

If an Employee transfers from part-time to full-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: 1,820 hours paid equals one (1) year.

### **ARTICLE 21 - PROBATIONARY EMPLOYEES**

#### **21.01 Probationary Employees**

A new Employee shall be considered on probation in accordance with the following:

- a) Full-time Employees: until they have completed six (6) months of active, continuous service;
- b) Part-Time and Casual Employees: until they have completed nine hundred and ten (910) hours of work;
- c) Temporary Employees working in temporary positions of twelve (12) months or longer: until they have completed six (6) months of work;
- d) Temporary Employees working in temporary positions of less than twelve (12) months: until they have completed three (3) months of work.

Upon mutual agreement of the Union, the Employee, and the Employer, the probation period may be extended.

After completion of the probationary period, seniority shall be effective from the date of last hire for Full-Time Employees, and Part-Time and Casual Employees shall receive credit for all hours worked since the date of last hire.

The release or discharge of an Employee during the probationary period shall not be arbitrary, discriminatory, or in bad faith and shall not be subject of a grievance or arbitration on any other grounds.

## **ARTICLE 22 - LAYOFFS AND RECALLS**

### **22.01 Definition of Layoff**

A layoff will be defined as a reduction of the work force, or a reduction of the regular hours of work as defined in this Agreement, due to reorganization, lack of work, and/or a reduction in funding.

### **22.02 Layoff Notice**

The Employer shall notify the Union and the Employees who are to be laid off in writing four (4) weeks prior to the effective date of layoff. In the event the layoff becomes a permanent layoff, the Employee will be given notice of permanent layoff (or pay in lieu thereof) in accordance with the minimum requirements of the *Employment Standards Act, 2000*, as amended from time to time. The notice of layoff already given will be counted as part of the permanent layoff notice.

### **22.03 Layoff Procedure**

In the event of layoff, Employees will be laid off in reverse order of their seniority within their classification, provided that there remain on the job Employees who have the skill, ability, experience and qualifications required to perform the work.

When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff and be placed on the recall list, or be entitled to exercise their seniority to bump a less senior Employee in the same or a lower paying classification, providing they have the required skills, ability, experience and qualifications for the position they chose to bump into.

The decision of an Employee to bump a less senior Employee shall be given in writing to their Manager within seven (7) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

### **22.04 Recall Procedure**

- a) Employees will have the right of recall to an available opening within their classification in the order of their seniority providing they have the skill, ability, experience and qualifications required for the work.
- b) An Employee who is subject to a layoff is solely responsible to notify the Employer of their intention to return to work within seven (7) days after

receiving the notice of recall sent through registered mail to the last address on record with the Employer (which notification shall be deemed to have been received on the second (2<sup>nd</sup>) day following the day of mailing) and to return to work within fourteen (14) days after having notified the Employer of their intention to return to work. (Notice will also be sent via email.) The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work.

- c) An Employee who is laid off shall retain recall rights for a period of twelve (12) months from the date of layoff.

## **ARTICLE 23 - GRIEVANCE PROCEDURES**

### **23.01 Recognition of Union Stewards and Grievance Committee**

The Employer agrees to recognize three (3) Union Stewards from the bargaining unit as selected by the Union. One (1) of the Union Stewards shall be named the Chief Steward by the Union. The Union Stewards shall represent Employees in the bargaining unit and deal with complaints or grievances pursuant to this Agreement. Union Stewards shall suffer no loss of earnings for time spent during their regularly scheduled working hours in attending meetings with the Employer, up to but not including mediation and/or arbitration.

All Grievance Committee Members and Union Stewards shall have completed their probationary period.

### **23.02 Names of Stewards**

The Union will notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer will be required to recognize them.

### **23.03 Permission to Leave Work**

The Union acknowledges that the Committee Members and Union Stewards must continue to perform their regular duties when not acting in their capacity as Committee Members and Union Stewards.

Where Committee Members or Union Stewards are required to attend grievance meetings or other meetings scheduled by the Employer during their regular hours of work, they shall first obtain their Supervisor's permission. Such permission will not be unreasonably withheld. No Committee Member or Union Steward shall leave their work to perform their duties as a Committee Member or Union Steward without first obtaining the permission of their Supervisor.

#### **23.04 Definition of Grievance**

A grievance will be defined as any difference or dispute between the Employer and any Employee(s) or the Union arising out of the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

#### **23.05 Settling of Grievance**

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

##### **Complaint stage**

An Employee having a complaint or grievance shall refer it to their immediate Supervisor within ten (10) working days of the time the Employee(s) became aware or ought reasonably to have become aware of the occurrence giving rise to the complaint or grievance. The Employee may have their Steward present during such discussion. The Supervisor or designate shall reply to the Employee and a Steward, giving the answer to the complaint or grievance within five (5) working days from the date it was submitted.

Complaints involving the immediate Supervisor shall begin at Step 1 of the grievance procedure.

##### **Step 1**

If the Employee is not in agreement with the decision rendered by their Supervisor or designate, then within (10) working days after the decision is given, the Employee(s), with the assistance of their Steward, shall submit the grievance in writing to the Supervisor or designate. The grievance must outline the nature of the dispute, the provisions of the Agreement alleged to have been breached and the remedy sought, and must be signed by the Employee. A meeting will then be held between the Supervisor or designate and the Employee with the Chief Steward or Union representative within ten (10) working days of the date on which the grievance was received. The decision of the Supervisor or their designate shall be given in writing within ten (10) working days following the meeting.

##### **Step 2**

Failing a satisfactory settlement at Step 1, a meeting will be held between the department head or designate, the Employee, and the Chief Steward or representative within ten (10) working days of the Step 1 decision being given. The decision of the department head or designate shall be given in writing within ten (10) working days following the meeting.

### **Step 3**

Failing a satisfactory settlement at Step 2, either party may refer the dispute to arbitration according to Article 24.01.

#### **23.06 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, or where the grievance relates to the alleged unjust dismissal of an Employee, the matter shall proceed directly to Step 2.

#### **23.07 Meeting Rooms for Grievances**

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

#### **23.08 Definition of Working Days**

"Working day" as used in the grievance and arbitration procedures will mean a day other than Saturday, Sunday, or a recognized holiday.

#### **23.09 Employer Grievance**

An Employer grievance shall proceed directly to Step 2 within five (5) working days of the circumstances giving rise to the grievance. The grievance shall be forwarded to the President of the Union's Local, with a copy to the Chief Steward. The Union shall reply in writing within ten (10) working days after receipt of the Employer's grievance. The Employer may refer the matter to arbitration in accordance with the provisions of Step 3 of the grievance procedure, and Article 24.

**23.10** All agreements reached under the grievance procedure between the Employer and the Union will be final and binding upon the Employer, the Union and the Employees.

#### **23.11 Definition of Days**

All references to "days" in this Agreement shall mean calendar days unless otherwise specified.

## **ARTICLE 24 - ARBITRATION PROCEDURE**

### **24.01 Referral to Arbitration**

It is agreed by the parties hereto that any difference between the parties relating to the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which cannot be settled after exhausting the grievance procedure may be settled by arbitration. A Notice of Intent to Arbitrate will be forwarded to the other party within thirty (30) days of the reply at Step 2 and such notice will contain the names of three (3) possible Arbitrators. Within fifteen (15) working days from the receipt of the Notice of Intent to Arbitrate, the other party must either accept one of the Arbitrators or indicate the names of other possible Arbitrators. Should the parties fail to appoint an Arbitrator within thirty (30) calendar days of receipt of the Notice of Intent to Arbitrate, either party or their nominee will request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment of a sole Arbitrator or Board of Arbitrators.

The parties agree that the time limits of this Article are understood to be mandatory except where extended by mutual agreement of the parties in writing.

The parties agree that any Arbitrator appointed pursuant to section 48 or 49 of the Ontario *Labour Relations Act*, as amended from time to time, shall be bound by the requirements of the grievance and arbitration procedures set forth in this Agreement.

### **24.02 Payment for Board of Arbitration**

The parties hereto will jointly bear equally the fees and disbursements of the Arbitrator and any cost of the place of hearing of such arbitration, if and when the necessity arises.

### **24.03 Powers of Board**

No matter may proceed to arbitration that has not first been carried through all of the steps of the grievance procedure in a timely fashion.

The jurisdiction of the Arbitrator is limited to the grievance itself and the interpretation of the Agreement. It is agreed and understood that the Arbitrator will have no authority to add to, delete from, alter, modify, or annul any part of this Agreement or to give any decision inconsistent with the terms of this Agreement.

#### **24.04 Decision of Board**

The Arbitrator will hear and determine the matter and will issue a decision which will be in writing and is final and binding upon the parties and upon any Employee affected by it.

#### **24.05 Board of Arbitration**

In the case of a question of the general application or interpretation of this Agreement, on the notice of either party, a Board of Arbitration may be substituted for a sole Arbitrator and the other provisions in this Article 24, referring to a sole Arbitrator, shall apply. The parties will bear the fees and disbursements of their respective nominees on an Arbitration Board and will equally bear the fees and disbursements of the third-party Chairperson.

### **ARTICLE 25 - DISCIPLINE, SUSPENSION, DISCHARGE AND ACCESS TO PERSONNEL FILE**

#### **25.01 Just Cause**

The Employer and the Union agree to adhere to the principle of progressive discipline. No Employee who has completed their probationary period may be disciplined or discharged without just cause.

#### **25.02 Disciplinary File**

The record of the suspension, disciplinary action, letter of reprimand, or adverse report of an Employee will not be used against them at any time after eighteen (18) months following such suspension, disciplinary action, letter of reprimand, or adverse report, provided the Employee has not received further suspensions, disciplinary actions, letters of reprimand, or adverse reports during that time. This period will automatically be extended by the length of the total period of any leaves of absence that cumulatively exceed a total of one (1) month.

#### **25.03 Access to Personnel File**

An Employee will have the right during normal business hours of the administration office, upon providing at least two (2) working days' notice, to have access to and review their personnel file in the presence of the Manager of Human Resources and Labour Relations or their designate.

An Employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

#### **25.04 Right to have Steward Present**

Where a Supervisor interviews an Employee for disciplinary purposes, the Supervisor will notify the Employee in advance of the purpose of the interview. The Employer will also notify the Employee of their right to have a Union Steward present at the interview.

### **ARTICLE 26 - HEALTH AND SAFETY**

#### **26.01 Responsibilities**

The parties acknowledge the need to maintain safety in the workplace in accordance with, and agree to abide by, the Ontario *Occupational Health and Safety Act* and its regulations, as amended from time to time. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

#### **26.02 Health and Safety Committee**

- a) A Joint Health and Safety Committee will be established according to the Ontario *Occupational Health and Safety Act*. Scheduled time spent in such meetings is to be considered to be time worked and will be paid according to the Agreement. Minutes will be taken of all meetings.
- b) At least half of the members of the Committee will be selected by the Union, at least one of whom will be trained to be a certified member as defined under the Ontario *Occupational Health and Safety Act*.

#### **26.03 Personal Protective Equipment**

Personal protective equipment shall be provided in accordance with the requirements of the Ontario *Occupational Health and Safety Act*.

#### **26.04 Work Refusal**

No Employee shall be dismissed or threatened to be dismissed, disciplined or suspended or threatened to be disciplined or suspended, and the Employer shall not impose any penalty upon a worker or intimidate or coerce a worker because the worker has engaged in a work refusal pursuant to the Ontario *Occupational Health and Safety Act*.

## **ARTICLE 27 - TECHNOLOGICAL CHANGE**

### **27.01 Technological Change**

The Employer will notify the Union at as far in advance as is practicable of any technological or other change that the Employer has decided to introduce and which will significantly change the status of the Employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the operations, Employees and the community served.

### **27.02 Workplace Surveillance**

The parties agree that surveillance equipment of the workplace will be primarily used for the purposes of ensuring the security of Employer assets and Employee and client/public safety. Surveillance equipment will not be used for the purpose of regular monitoring of Employees in the workplace. At no time shall video taping or any other form of electronic tracking or monitoring of Employees' work output or attendance in or at a particular location be allowed for the purpose of random surveillance. No information obtained through the use of surveillance equipment may be used against Employees unless the information obtained constitutes evidence of misconduct.

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.01 Agreement Term**

The term of this Agreement will be from April 1, 2023 to March 31, 2026, and the Agreement shall be binding and remain in effect from year to year upon the expiration of that term unless either party gives to the other party notice in writing within ninety (90) days prior to the expiration date of the Agreement.

The Agreement will not have any retroactive application, with the exception of salaries/wages, which are retroactive to their respective dates. All other monetary items shall be effective upon the date of ratification.

### **28.02 Changes in Agreement**

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

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_.

**For the Employer**



Leigh Couture



Melanie Muirhead (Nov 7, 2024 16:40 EST)

Melanie Muirhead



Andrea Nelson (Nov 14, 2024 15:29 EST)

Andrea Nelson



Erin Baydak (Nov 11, 2024 10:47 EST)

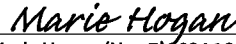
Erin Baydak

**For the Union**



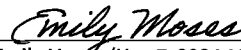
Nora Al Alewi (Nov 9, 2024 14:26 EST)

Nora Al Alewi



Marie Hogan (Nov 7, 2024 16:34 EST)

Marie Hogan



Emily Moses (Nov 7, 2024 16:22 EST)

Emily Moses



Tisha Rainbow (Nov 12, 2024 16:24 EST)

Tisha Rainbow



Drew Haughton (Nov 7, 2024 16:13 EST)

Drew Haughton

:mh/cope491  
November 5, 2024

**SCHEDULE "A" - CLASSIFICATIONS AND RATES**

**Salary Scale**

<b>Band</b>	<b>Classification</b>	<b>Date</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
5	Facilities Manager	Apr 1/23 - 2%	61168	62395	63640	64913	66211	67535	68886
		Apr 1/23 - 1% (total -3%)	61768	63004	64264	65549	66860	68197	69561
		Apr 1/24 - 3%	63621	64894	66192	67516	68866	70243	71648
		Apr 1/25 - 3%	65530	66841	68177	69541	70932	72351	73797
4	Capacity Developer, Professional Learning Lead	Apr 1/23 - 2%	55871	56794	57929	59088	60270	61474	62705
		Apr 1/23 - 1% (total -3%)	56418	57350	58497	59667	60861	62077	63319
		Apr 1/24 - 3%	58111	59071	60252	61457	62686	63939	65219
		Apr 1/25 - 3%	59854	60843	62059	63301	64567	65858	67175
3	Desktop Publisher, Volunteer Services Coordinator, Chrysalis House Case Manager. CST Counsellor. VAW Counsellor, C&Y Counsellor. Housing Liaison. Family Support Counsellor, Family Navigator, VAW Outreach	Apr 1/23 - 2%	50545	51556	52587	53639	54712	55806	56922
		Apr 1/23 - 1% (total -3%)	51041	52061	53103	54165	55248	56353	57480
		Apr 1/24 - 3%	52572	53623	54696	55790	56906	58044	59205
		Apr 1/25 - 3%	54149	55232	56337	57463	58613	59785	60981
2	Community Support Service Coordinator, ADP Coordinator, Family Resource Worker, C&Y Care PR actioner, Finance Administrator	Apr 1/23 - 2%	46032	46952	47891	48849	49826	50823	51838
		Apr 1/23 - 1% (total -3%)	46483	47412	48361	49328	50314	51321	52347
		Apr 1/24 - 3%	47877	48834	49811	50808	51824	52860	53917
		Apr 1/25 - 3%	49314	50299	51306	52332	53379	54446	55535

Band	Classification	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Administrative Assistant/Receptionist, Administrative Assistant (CCSN), Client Services	Apr 1/23 - 2%	44330	45217	46120	47043	47984	48944	49923
		Apr 1/23 - 1% (total -3%)	44765	45660	46572	47505	48454	49424	50412
		Apr 1/24 - 3%	46108	47030	47970	48930	49908	50906	51925
		Apr 1/25 - 3%	47491	48441	49409	50398	51405	52433	53482
1A	Part-time Reception, Digital and Print Graphic (CCSN), Driver	Apr 1/23 - 2%				35409	36118	36840	37577
		Apr 1/23 - 1% (total -3%)				35756	36472	37202	37945
		Apr 1/24 - 3%				36829	37566	38318	39084
		Apr 1/25 - 3%				37934	38693	39467	40256

### CASUAL RELIEF RATES

	Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Band 3 Position	Apr 1/23 - 2%	27.77	28.33	28.89	29.47	30.06	30.66	31.28
	Apr 1/23 - 1% (total -3%)	28.04	28.61	29.18	29.76	30.36	30.96	31.58
	Apr 1/24 - 3%	28.89	29.46	30.05	30.65	31.27	31.89	32.53
	Apr 1/25 - 3%	29.75	30.35	30.95	31.57	32.20	32.85	33.51
Band 2 Position	Apr 1/23 - 2%	25.29	25.80	26.31	26.84	27.38	27.92	28.48
	Apr 1/23 - 1% (total -3%)	25.54	26.05	26.57	27.10	27.65	28.20	28.76
	Apr 1/24 - 3%	26.31	26.83	27.37	27.92	28.47	29.04	29.62
	Apr 1/25 - 3%	27.10	27.64	28.19	28.75	29.33	29.92	30.51
Band 1 Position	Apr 1/23 - 2%	24.36	24.84	25.34	25.85	26.36	26.89	27.43
	Apr 1/23 - 1% (total -3%)	24.60	25.09	25.59	26.10	26.62	27.16	27.70
	Apr 1/24 - 3%	25.33	25.84	26.36	26.88	27.42	27.97	28.53
	Apr 1/25 - 3%	26.09	26.62	27.15	27.69	28.24	28.81	29.39
Band 1A Position	Apr 1/23 - 2%				19.46	19.85	20.24	20.65
	Apr 1/23 - 1% (total -3%)				19.65	20.04	20.44	20.85
	Apr 1/24 - 3%				20.24	20.64	21.05	21.47
	Apr 1/25 - 3%				20.84	21.26	21.69	22.12

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**WESTERN OTTAWA COMMUNITY RESOURCE CENTRE**

**(the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5530**

**(the "Union")**

**(together the "Parties")**

**RE: OVERTIME AVERAGING AGREEMENT FOR CHRYSALIS HOUSE  
EMPLOYEES**

**WHEREAS** the *Employment Standards Act, 2000* (the "ESA") allows an employer and a union to agree in writing to average employees' hours of work over a separate, non-overlapping, contiguous period of two (2) or more consecutive weeks for the purpose of determining entitlement to overtime;

**AND WHEREAS** the Parties agree that employees who work at Chrysalis House are sometimes required to work varying hours due to operational requirements and that such situations may necessitate Chrysalis House employees working less than forty-four (44) hours one week and more than forty-four (44) hours the next week;

**NOW THEREFORE**, the Parties agree as follows:

1. The Parties agree to average Chrysalis House employees' hours of work over a period of two (2) consecutive weeks for the purposes of calculating their entitlement, if any, to overtime pay or compensatory time off in lieu, in accordance with section 22(2) of the *ESA* and the applicable provisions of the Parties' collective agreement.
2. The Parties understand that this document constitutes an Overtime Averaging Agreement in accordance with section 22 of the *ESA*.

3. This document is deemed to have taken effect on May 11, 2023, shall remain in full force and effect for the duration of the Parties' current collective agreement, and will expire only on the date that any subsequent or renewal collective agreement between the Parties comes into effect. This document cannot be revoked earlier unless the Parties otherwise agree in writing.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_.

**For the Employer**



Leigh Couture



Melanfe Muirhead (Nov 7, 2024 16:40 EST)

Melanie Muirhead



Andrea Nelson (Nov 14, 2024 15:29 EST)

Andrea Nelson



Erin Baydak (Nov 11, 2024 10:47 EST)

Erin Baydak

**For the Union**



Nora Al Alewi (Nov 9, 2024 14:26 EST)

Nora Al Alewi



Marie Hogan (Nov 7, 2024 16:34 EST)

Marie Hogan



Emily Moses (Nov 7, 2024 16:22 EST)

Emily Moses



Tisha Rainbow (Nov 12, 2024 16:24 EST)

Tisha Rainbow



Drew Haughton (Nov 7, 2024 16:13 EST)

Drew Haughton

:mh/cope491  
November 5, 2024